



Board of Commissioners

Agenda

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

October 19, 2021 - 9 a.m.

Virtual meeting / Council Chambers - Courthouse
Room 300

Pursuant to Minnesota Statutes Section 13D.021, the Chair of the Ramsey County Board of Commissioners has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic and the prevalence of the Delta variant. Commissioners will participate by telephone or other electronic means. In addition, it may not be feasible for commissioners, staff, or members of the public to be present at the regular meeting location due to the COVID-19 pandemic and the prevalence of the Delta variant. The meeting broadcast will be available online and linked via ramseycounty.us/boardmeetings. Members of the public and the media will be able to watch the public meeting live online.

ROLL CALL

PLEDGE OF ALLEGIANCE

- 1. Agenda of October 19, 2021 is Presented for Approval.** [2021-563](#)
Sponsors: County Manager's Office
Approve the agenda of October 19, 2021.
- 2. Minutes from October 12, 2021 are Presented for Approval** [2021-575](#)
Sponsors: County Manager's Office
Approve the October 12, 2021 Minutes.

ORDINANCE PROCEDURES

- 3. Proposed Enterprise and Administrative Services Department Ordinance - Waive the Second Reading** [2021-485](#)
Sponsors: Information and Public Records
Waive the Second Reading of the proposed Enterprise and Administrative Services Department Ordinance.
- 4. Proposed Enterprise and Administrative Services Department Ordinance - Hold the Public Hearing** [2021-486](#)
Sponsors: Information and Public Records
Hold a Public Hearing to afford the public an opportunity to comment on the proposed Enterprise and Administrative Services Department Ordinance.

5. Amendments to the Ramsey County Administrative Ordinance- Waive the First Reading [2021-555](#)

Sponsors: Public Health

Waive the first reading of amendments to the Ramsey County Administrative Ordinance, that provides authority for departments to issue administrative citations.

6. Amendments to the Ramsey County Administrative Ordinance - Set Public Hearing Date [2021-554](#)

Sponsors: Public Health

Set the date and time of November 9, 2021, at 9:00 a.m., or as soon thereafter as possible, in the Council Chambers of the Ramsey County Courthouse, for the Public Hearing on adopting amendments to the Ramsey County Administrative Ordinance (Ordinance No. 2009-362) to afford the public an opportunity to comment on the ordinance amendments.

PROCLAMATION

7. Proclamation: Disability Employment Awareness Month [2021-587](#)

Sponsors: County Manager's Office

COVID UPDATE

ADMINISTRATIVE ITEMS

8. Sole Source Agreement with Compulink Management Center, Inc. for Laserfiche Software Subscription [2021-458](#)

Sponsors: Information Services

1. Approve the Sole Source Agreement with Compulink Management Center, Inc., 2545 Long Beach Boulevard, Long Beach, CA 90807 for a Laserfiche Software subscription for the initial period of October 25, 2021 through October 24, 2023, in an amount of \$532,800 with an optional additional three one-year renewals through October 24, 2026, for a total contract amount not to exceed \$2,750,000.
2. Authorize the Chair and the Chief Clerk to execute the Agreement.
3. Authorize the County Manager to approve and execute amendments and amendment to renew the agreement, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

9. Joint Powers Agreement for the Central Certification Program. [2021-588](#)

Sponsors: Finance

1. Approve the Joint Powers Agreement for the Central Certification Program from the date of execution for one year with annual automatic renewals, unless a majority of the Central Certification Program members withdraw, or the program is dissolved.
2. Authorize the Chair and Chief Clerk to execute the Agreement.

10. Appointment to the Workforce Innovation Board of Ramsey County [2021-556](#)

Sponsors: Workforce Solutions

Appoint Shym Cook to represent One-Stop Partners on the Workforce Innovation Board of Ramsey County for a two-year term beginning October 19, 2021 and ending July 31, 2023.

11. August 2021 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments. [2021-557](#)

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 August 2021.

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

Following County Board Meeting:

10:30 a.m. (estimated): County Board Workshop - virtual meeting:

Communications / Advertising and Marketing Update

Join via Zoom:

<https://zoom.us/j/97054659570?pwd=S0pjbHhCWjRtMIA1V1BDMnNUenBsdz09>

Webinar ID: 970 5465 9570 | Passcode: 534748 | Phone: 1-651-372-8299

1 p.m. Closed meeting - *CLOSED TO PUBLIC*

Re - Smiley v. Huerta and Ramsey County

Advance Notice:

October 26, 2021 County board meeting – Council Chambers

November 2, 2021 County board meeting – Council Chambers

November 9, 2021 County board meeting – Council Chambers

November 16, 2021 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2021-563

Meeting Date: 10/19/2021

Sponsor: County Manager's Office

Title

Agenda of October 19, 2021 is Presented for Approval.

Recommendation

Approve the agenda of October 19, 2021.



Board of Commissioners

Request for Board Action

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

Item Number: 2021-575

Meeting Date: 10/19/2021

Sponsor: County Manager's Office

Title

Minutes from October 12, 2021 are Presented for Approval

Recommendation

Approve the October 12, 2021 Minutes.

Attachments

1.October 12, 2021 Minutes



Board of Commissioners

Minutes

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

October 12, 2021 - 9 a.m.

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

1. Agenda of October 12, 2021 is Presented for Approval. [2021-562](#)

Sponsors: County Manager's Office

Approve the agenda of October 12, 2021.

Motion by McGuire, seconded by Reinhardt. Motion passed.

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

2. Minutes from October 5, 2021 are Presented for Approval [2021-574](#)

Sponsors: County Manager's Office

Approve the October 5, 2021 Minutes.

Motion by McGuire, seconded by Ortega. Motion passed.

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

PROCLAMATION

3. Proclamation: Licensed Family Child Care Provider Appreciation Day [2021-515](#)

Sponsors: Social Services

Presented by Commissioner MatasaCastillo. Brian Theine, Manager of Family Support Programs in Social Services, provided comments and accepted the proclamation on behalf of Ramsey County licensed family child care providers. Discussion can be found on archived video.

4. Proclamation: Foster Care Provider Appreciation Day [2021-514](#)

Sponsors: Social Services

Presented by Commissioner McDonough. Brian Theine, Manager of Family Support Programs in Social Services, provided comments and accepted the proclamation on behalf of Ramsey

County foster care providers. Discussion can be found on archived video.

COVID UPDATE

Presented by County Manager Ryan O'Connor, Sara Hollie, Director - Public Health. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

5. Single Source Agreement with Deloitte Consulting LLP for Employee and Retiree Benefit Consulting Services [2021-518](#)

Sponsors: Human Resources

1. Approve the Single Source Agreement with Deloitte Consulting LLP, 4022 Sells Drive, Hermitage, TN 37076, for employee and retiree benefits consulting services for the period October 12, 2021 through July 9, 2024 at a cost not to exceed \$400,000
2. Authorize the Chair and Chief Clerk to execute the agreement.

Motion by Ortega, seconded by McGuire. Motion passed.

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

Absent: McDonough

Resolution: [B2021-217](#)

6. Ramsey County Emergency Communications Center Security Camera System Replacement. [2021-548](#)

Sponsors: Emergency Communications

1. Approve the use of the Emergency Communications Center Equipment Fund Balance to replace the security camera system at the Emergency Communications Center at the cost of \$90,000.
2. Authorize the County Manager to establish Emergency Communications Security Camera System Replacement Project and transfer \$90,000 from the Emergency Communications Center Equipment Fund Balance to this project.

Motion by Ortega, seconded by McGuire. Motion passed.

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

Absent: McDonough

Resolution: [B2021-218](#)

7. Termination of Abatement Agreement for the Land O' Lakes Expansion Project [2021-543](#)

Sponsors: Community & Economic Development

1. Terminate the property tax abatement agreement for the Land O' Lakes expansion project.
2. Authorize the County Manager to execute necessary documents to finalize the termination.

Motion by Ortega, seconded by McGuire. Motion passed.

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

Absent: McDonough

Resolution: [B2021-219](#)

8. Repurchase of a Tax-forfeited Property Located at 1008 Carroll Avenue, Saint Paul, MN 55104-5414 [2021-510](#)

Sponsors: Property Tax and Records and Election Services

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

Commissioner District 4

PIN: 35-29-23-33-0051

Property Address: 1008 Carroll Avenue, Saint Paul, MN 55104-5414

Repurchase Amount Due to Date: \$ 18,670.91

2. Approve the repurchase of the above tax-forfeited property by Trinity Financial Services, LLC, an entity to whom the right to pay taxes was given by mortgage, ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will a) execute a repurchase contract; and b) provide the required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs and maintenance costs at the time of execution.

Motion by Ortega, seconded by McGuire. Motion passed.

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

Absent: McDonough

Resolution: B2021-220

POLICY ITEMS

9. Presentation: Minimum Floor Price on Cigarettes and Smokeless Tobacco in Ramsey County [2021-602](#)

Sponsors: Public Health

None. For information and discussion only.

Presented by Sara Hollie - Director, Public Health and . Discussion can be found on archived video.

10. Minimum Floor Price on Cigarettes and Smokeless Tobacco in Ramsey County [2021-585](#)

Sponsors: Public Health

Support a minimum floor price on cigarettes and smokeless tobacco and ban the redemption of coupons and in-store discounts on all tobacco products in Ramsey County.

Motion by MatasCastillo, seconded by Frethem. Motion passed.

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

Absent: McDonough

Resolution: B2021-221

11. Presentation: American Rescue Plan Act Funds for Violence Prevention Initiatives [2021-596](#)

Sponsors: County Manager's Office, Health and Wellness Administration and Safety and Justice

None. For information and discussion only.

Presented by County Manager Ryan O'Connor, Kathy Hedin, Deputy County Manager - Health and Wellness, and Scott Williams, Deputy County Manager - Safety and Justice. Discussion can be found on archived video.

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Carter declared the meeting adjourned at 11:12 a.m.

CLOSED MEETING

Pursuant to Minnesota Statute § 13D.03, the County Board met in a closed meeting, which was not open to the public.

Re: Sheriff's Office Budget Appeal

The Closed Meeting was called to order at 11:20 a.m. with the following members present: Commissioners Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt and Chair Carter. Also present: Ryan O'Connor, County Manager; Scott Williams, Deputy County Manager, Safety and Justice Service Team; Alex Kotze, Chief Financial Officer, Finance; Jenny Groskopf, Enterprise Risk Manager, Finance; Mee Cheng, Director of Administrative Services and Chief Clerk, County Manager's Office. Also present: Angela Brandt, Attorney, Larson King, LLP.

The Board directed County Staff to proceed as discussed during the closed meeting.

The Closed Meeting was adjourned at 12:15 p.m.

Board of Commissioners

Request for Board Action

Item Number: 2021-485

Meeting Date: 10/19/2021

Sponsor: Information and Public Records

Title

Proposed Enterprise and Administrative Services Department Ordinance - Waive the Second Reading

Recommendation

Waive the Second Reading of the proposed Enterprise and Administrative Services Department Ordinance.

Background and Rationale

The current Information and Public Records (“IPR”) Administration division includes administrative, contract, enterprise services and the Enterprise Project Management Office (“EPMO”).

- Administrative Services responsibilities include hiring and onboarding, payroll processing, human resources/benefits administration, planning, office space/facilities coordination and administration of various service team and cross-county initiatives.
- Contract Services supports departments within across the Service Team in acquiring goods and services in compliance with laws and county policies and, via membership on the Contracting and Procurement Center of Excellence (COE), provides oversight on all technology-related and high-risk contracts across the county.
- Enterprise Services was initially formed in 2020 by the Incident Management Team (“IMT”) to support residents during the pandemic, has grown and will continue to grow in pursuit of its objective to dramatically transform how the county delivers services by engaging residents and employees to provide the best possible resident experiences.
- EPMO became part of the IPR Administration division in July 2021, to align with the transition of the EPMO from a project management office primarily supporting technology projects to encompass management and consultation on projects and strategic priorities throughout the county.

The establishment of the Enterprise and Administrative Services Department, to include all functions listed above, will align service team and countywide functions that support the county’s goals and strategic priorities including to provide effective and efficient operations; strong Residents First service models; and transparency and accountability in all business operations and practices.

Development and evolution of the IPR Administration division, in particular over the past two years and including the addition of department-level duties such as resident-facing and enterprise-level support services, support the establishment of the Enterprise and Administrative Services Department.

The Enterprise and Administrative Services Department will have its own budget authority and will not be a division of another department.

Existing budgets and Full Time Equivalents (FTE) for the IPR Administration division and Enterprise Services

as well as the EPMO portion of the Information Services budget will support the Enterprise and Administrative Services Department through 2023; starting in 2024, budgets and FTEs will be combined into a single departmental budget.

The Ramsey County Home Rule Charter section 5.01A.1 states that acts of the county board which shall be by ordinance include the following: Establish, structure, merge, or abolish any county department, office, agency, board or commission, except as provided for in this charter.

The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law. Both readings may be waived if a copy of the ordinance is supplied to each member of the county board prior to its introduction.

In accordance with these requirements, the proposed Enterprise and Administrative Services Department Ordinance was provided to each commissioner prior to its introduction on September 28, 2021. Therefore, the second reading may be waived by duly made motion and majority vote.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

The work of the Enterprise and Administrative Service Department is centered on residents and transforming services, processes, and outcomes to advance racial and health equity, including addressing historical and long-standing race-based disproportional outcomes. This includes Enterprise Services connecting residents with services, the EPMO transforming and improving the way the county works, hiring teams that reflect the diversity of the community and the residents we serve, and partnering with vendors who reflect our community.

Community Participation Level and Impact

There was not community engagement for Proposed Enterprise and Administrative Services Department Ordinance - Waive the Second Reading.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

No fiscal impact. The established budgets and FTEs from the existing IPR Administration division, Enterprise Services and the EPMO portion of the Information Services will support the Enterprise and Administrative Services Department in 2021. Future budgets and FTEs will be combined into a single departmental budget.

County Manager Comments

No additional comment.

Last Previous Action

On September 28, 2021, the Ramsey County Board waived the First Reading of the proposed Enterprise and Administrative Services Department Ordinance (Resolution B2021-210) and set the public hearing date of October 19, 2021 to take public comments on the proposed Enterprise and Administrative Services Department Ordinance (Resolution B2021-211).

Attachments

1. Proposed Enterprise and Administrative Services Department Ordinance
2. Proposed Schedule of Events



PROPOSED ORDINANCE

An ordinance requiring the establishment of the Enterprise and Administrative Services Department

WHEREAS, The current Information and Public Records (“IPR”) Administration division includes administrative, contract, enterprise services and the Enterprise Project Management Office (“EPMO”); and

WHEREAS, Administrative Services responsibilities include hiring and onboarding, payroll processing, human resources/benefits administration, planning, office space/facilities coordination and administration of various Service Team and cross-County initiatives; and

WHEREAS, Contract Services supports departments within the Service Team in acquiring goods and services in compliance with laws and county policies and, via membership on the Contracting and Procurement Center of Excellence (COE), provides oversight on all technology-related and high-risk contracts across the County; and

WHEREAS, Enterprise Services was initially formed in 2020 by the Incident Management Team (“IMT”) to support residents during the pandemic, has grown and will continue to grow in pursuit of its objective to dramatically transform how the County delivers services by engaging residents and employees to provide the best possible resident experiences; and

WHEREAS, EPMO became part of the IPR Administrative division in July 2021, to align with the transition of the EPMO from a project management office primarily supporting technology projects to encompass management and consultation on projects and strategic priorities throughout the county; and

WHEREAS, The establishment of the Enterprise and Administrative Services Department, to include all functions listed above, will align service team and countywide functions that support the county’s goals and strategic priorities including to provide effective and efficient operations; strong Residents First service models; and transparency and accountability in all business operations and practices; and

WHEREAS, Development and evolution of the IPR Administration division, in particular over the past two years and including the addition of department-level duties such as resident-facing and enterprise-level support services, support the establishment of the Enterprise and Administrative Services Department; and

WHEREAS, The Enterprise and Administrative Services Department will have its own budget authority and will not be a division of another department; and

WHEREAS, Existing budgets and Full Time Equivalents (FTE) for the IPR Administration division and Enterprise Services as well as the EPMO portion of the Information Services budget will support the Enterprise and Administrative Services Department through 2023; starting in 2024, budgets and FTEs will be combined into a single departmental budget; and

WHEREAS, The Ramsey County Home Rule Charter section 5.01A.1 states that acts of the County Board which shall be by ordinance include the following: Establish, structure, merge, or abolish any county department, office, agency, board or commission, except as provided for in this charter; Now, Therefore, Be It

ORDAINED, The Ramsey County Board of Commissioners approves the establishment of the Enterprise and Administrative Services Department.

PROPOSED SCHEDULE OF EVENTS
Establish Enterprise and Administrative Services Department

September 28, 2021	First Reading of Ordinance Set Date for Public Hearing
October 6, 2021	Publication of Public Hearing Notice
October 19, 2021	Second Reading of Ordinance Hold Public Hearing
October 26, 2021	Action on Ordinance Adoption
December 9, 2021	Effective date of Ordinance (45-day referendum periods ends)

Board of Commissioners

Request for Board Action

Item Number: 2021-486

Meeting Date: 10/19/2021

Sponsor: Information and Public Records

Title

Proposed Enterprise and Administrative Services Department Ordinance - Hold the Public Hearing

Recommendation

Hold a Public Hearing to afford the public an opportunity to comment on the proposed Enterprise and Administrative Services Department Ordinance.

Background and Rationale

The current Information and Public Records (“IPR”) Administration division includes administrative, contract, enterprise services and the Enterprise Project Management Office (“EPMO”).

- Administrative Services responsibilities include hiring and onboarding, payroll processing, human resources/benefits administration, planning, office space/facilities coordination and administration of various service team and cross-county initiatives.
- Contract Services supports departments within across the Service Team in acquiring goods and services in compliance with laws and county policies and, via membership on the Contracting and Procurement Center of Excellence (COE), provides oversight on all technology-related and high-risk contracts across the county.
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- EPMO became part of the IPR Administration division in July 2021, to align with the transition of the EPMO from a project management office primarily supporting technology projects to encompass management and consultation on projects and strategic priorities throughout the county.

The establishment of the Enterprise and Administrative Services Department, to include all functions listed above, will align service team and countywide functions that support the county’s goals and strategic priorities including to provide effective and efficient operations; strong Residents First service models; and transparency and accountability in all business operations and practices.

Development and evolution of the IPR Administration division, in particular over the past two years and including the addition of department-level duties such as resident-facing and enterprise-level support services, support the establishment of the Enterprise and Administrative Services Department.

The Enterprise and Administrative Services Department will have its own budget authority and will not be a division of another department.

Existing budgets and Full Time Equivalents (FTE) for the IPR Administration division and Enterprise Services as well as the EP MO portion of the Information Services budget will support the Enterprise and Administrative Services Department through 2023; starting in 2024, budgets and FTEs will be combined into a single departmental budget.

The Ramsey County Home Rule Charter section 5.01A.1 states that acts of the County Board which shall be by ordinance include the following: Establish, structure, merge, or abolish any county department, office, agency, board or commission, except as provided for in this charter.

The Ramsey County Home Rule Charter section 5.02 states that every proposed ordinance shall hold a public hearing as required by law.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

The work of the Enterprise and Administrative Service Department is centered on residents and transforming services, processes, and outcomes to advance racial and health equity, including addressing historical and long-standing race-based disproportional outcomes. This includes Enterprise Services connecting residents with services, the EP MO transforming and improving the way the county works, hiring teams that reflect the diversity of the community and the residents we serve, and partnering with vendors who reflect our community.

Community Participation Level and Impact

There was no community engagement for Proposed Enterprise and Administrative Services Department Ordinance - Hold the Public Hearing.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

No fiscal impact. The established budgets and FTEs from the existing IPR Administration division, Enterprise Services and the EP MO portion of the Information Services will support the Enterprise and Administrative Services Department in 2021. Future budgets and FTEs will be combined into a single departmental budget.

County Manager Comments

No additional comments.

Last Previous Action

On September 28, 2021, the Ramsey County Board waived the First Reading of the proposed Enterprise and Administrative Services Department Ordinance (Resolution B2021-210) and set the public hearing date of October 19, 2021 to take public comments on the proposed Enterprise and Administrative Services Department Ordinance (Resolution B2021-211).

Attachments

1. Proposed Enterprise and Administrative Services Department Ordinance
2. Proposed Schedule of Events
3. Affidavit of Publication



PROPOSED ORDINANCE

An ordinance requiring the establishment of the Enterprise and Administrative Services Department

WHEREAS, The current Information and Public Records (“IPR”) Administration division includes administrative, contract, enterprise services and the Enterprise Project Management Office (“EPMO”); and

WHEREAS, Administrative Services responsibilities include hiring and onboarding, payroll processing, human resources/benefits administration, planning, office space/facilities coordination and administration of various Service Team and cross-County initiatives; and

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WHEREAS, Enterprise Services was initially formed in 2020 by the Incident Management Team (“IMT”) to support residents during the pandemic, has grown and will continue to grow in pursuit of its objective to dramatically transform how the County delivers services by engaging residents and employees to provide the best possible resident experiences; and

WHEREAS, EPMO became part of the IPR Administrative division in July 2021, to align with the transition of the EPMO from a project management office primarily supporting technology projects to encompass management and consultation on projects and strategic priorities throughout the county; and

WHEREAS, The establishment of the Enterprise and Administrative Services Department, to include all functions listed above, will align service team and countywide functions that support the county’s goals and strategic priorities including to provide effective and efficient operations; strong Residents First service models; and transparency and accountability in all business operations and practices; and

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WHEREAS, The Enterprise and Administrative Services Department will have its own budget authority and will not be a division of another department; and

WHEREAS, Existing budgets and Full Time Equivalents (FTE) for the IPR Administration division and Enterprise Services as well as the EPMO portion of the Information Services budget will support the Enterprise and Administrative Services Department through 2023; starting in 2024, budgets and FTEs will be combined into a single departmental budget; and

WHEREAS, The Ramsey County Home Rule Charter section 5.01A.1 states that acts of the County Board which shall be by ordinance include the following: Establish, structure, merge, or abolish any county department, office, agency, board or commission, except as provided for in this charter; Now, Therefore, Be It

ORDAINED, The Ramsey County Board of Commissioners approves the establishment of the Enterprise and Administrative Services Department.

PROPOSED SCHEDULE OF EVENTS
Establish Enterprise and Administrative Services Department

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October 26, 2021	Action on Adoption of Ordinance
December 9, 2021	Effective date of Ordinance (45-day referendum periods ends)

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Carter Johnson, being first duly sworn, on oath states as follows:

- 1. I am the publisher of the VADNAIS HEIGHTS PRESS, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant of Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached was published in the newspaper are as follows:

Once a week, for one week, it was published on Wednesday, the 6th day of October, 2021.

- 4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows:

- a) Lowest classified rate paid by commercial users for comparable space
b) Maximum rate allowed by law for the above matter
c) Total amount charged for the above matter \$ 5.09/inch

- 5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Ramsey County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

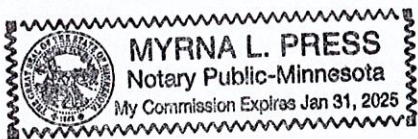
We are a qualified newspaper in the following counties: Anoka, Ramsey and Washington

FURTHER YOUR AFFIANT SAITH NOT.

BY: [Signature]
TITLE: Carter Johnson, Publisher
PRESS PUBLICATIONS
4779 Bloom Avenue
White Bear Lake, MN 55110

Subscribed and sworn to before me on this 14th day of October, 2021.

[Signature]
Notary Public



RAMSEY COUNTY, MINNESOTA
OFFICE OF THE COUNTY MANAGER
ST. PAUL, MINNESOTA
BOARD OF COMMISSIONERS
PUBLIC HEARING NOTICE
NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a public hearing at 9:00 a.m., or as soon thereafter as possible, on October 19, 2021 in the Council Chambers, third floor of the Court House, 15 West Kellogg Boulevard, Saint Paul, MN 55102.
This public hearing will be conducted in order to afford the public an opportunity to comment on the proposed Ordinance to establish a Records Enterprise and Administrative Services Department.
The entire proposed Ordinance can be found at www.ramseycounty.us/publichearings or obtained by calling Mee Cheng, Chief Clerk - County Board (651) 266-8000 or chiefclerk@co.ramsey.mn.us
Persons who intend to testify are requested to contact the Chief Clerk - County Board prior to October 19, 2021.
Published one time in the Vadnais Heights Press on October 6, 2021.

Board of Commissioners

Request for Board Action

Item Number: 2021-555

Meeting Date: 10/19/2021

Sponsor: Public Health

Title

Amendments to the Ramsey County Administrative Ordinance- Waive the First Reading

Recommendation

Waive the first reading of amendments to the Ramsey County Administrative Ordinance, that provides authority for departments to issue administrative citations.

Background and Rationale

Public Health is proposing amendments to the Ramsey County Administrative Ordinance to authorize the use of administrative (civil) citations as an alternative to the use of misdemeanor (criminal) citations. Section 6.00 of the Administrative Ordinance authorizes various enforcement tools that county departments may use when county ordinances are violated. They include misdemeanor citations, license suspension or revocation, injunctive relief, or civil action to recovery costs. Except for misdemeanor citations, the enforcement mechanisms are typically long and drawn out, and are costly to both the county and entity in violation. Section 6.02 authorizes "any person charged with the responsibility of administration and enforcement of any Ramsey County Ordinance shall have the power to issue [misdemeanor] citations for violations thereof."

The use of misdemeanor citations is problematic for two reasons. First, it makes the violator a criminal and the process takes the violator through the state's criminal court system. For many violations, this is a severe option. Second, the state Bureau of Criminal Apprehension revised the citation administration process in recent years, making it an electronic system, and restricting access (and, hence, the ability to issue citations) to licensed law enforcement officers. This means that county departments that administer various ordinances cannot have staff issue citations but must request local law enforcement to do so. This is an impractical method of enforcement.

The proposed amendments create an administrative citation process that is very similar to the use of misdemeanor citations but decriminalizes the citations and takes the violator through a county administrative appeals process rather than the courts. Other local jurisdictions in Ramsey County already use this enforcement mechanism, including Maplewood, Roseville, Shoreview, White Bear Lake, and the city of Saint Paul is considering it.

The Environmental Health Division of Public Health administers ordinances to which this authority would apply, including ordinances for Food Protection, Public Swimming Pools, Lodging Establishments, Manufactured Home Park, Ramsey County Clean Indoor Air, Public Health Nuisance, Youth Camp, Solid Waste Management and Hazardous Waste Management.

Departmental procedures are in place to assure compliance with ordinances, the last step of which is enforcement action. In Public Health, for example, the department's compliance policy requires several steps to work with licensees to come into compliance before enforcement action is taken. The focus of enforcement is to provide guidance to compliance. When operators refuse or fail to make corrections, enforcement options are evaluated for each situation, and action is taken only after management approval.

The proposed amendments create the steps for issuing and processing administrative citations, how a person receiving an administrative citation can respond (pay a penalty or seek a hearing to appeal), refers to a penalty schedule (adopted in separate action by the Ramsey County board), and outlines the process for hearings. An ordinance summary is part of this request for board action.

Public Health has conducted community engagement in developing these amendments and used the feedback provided to shape the proposed changes and inform internal policy and procedure development. The community engagement work is described in the attached Summary of Community Engagement by Public Health document.

The Ramsey County Administrative Ordinance was first adopted on February 23, 1981 (Resolution #81-166) and has been amended three times, with the most recent being in 2009 (Resolution #2009-362).

The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law. Both readings may be waived if a copy of the ordinance is supplied to each member of the county board prior to its introduction. In accordance with these requirements, the proposed Amendments to the Ramsey County Administrative Ordinance was provided to each commissioner prior to its introduction on October 13, 2021. Therefore, the first reading may be waived by duly made motion and majority vote.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

Once approved, this action will provide a decriminalized penalty for violation of county ordinances as an alternative to misdemeanor citations. Because of the existing racial inequities inherent to the criminal justice system, creating a decriminalized ordinance enforcement option gives Public Health a tool that can be used to protect public health, while minimizing regulatory enforcement impacts on regulated businesses that are owned or operated by people from racially and ethnically diverse backgrounds.

There are instances where community members from racially and ethnically diverse backgrounds have been issued misdemeanor citations for county ordinance violations in the past. This change would have provided the business owners from racially and ethnically diverse backgrounds who were impacted at that time with another chance for compliance before they were charged with a misdemeanor citation.

Community Participation Level and Impact

Stakeholders were identified by regulated activity group, with an emphasis on identifying and successfully reaching out to small/locally owned license holders and non-native English speakers/writers. An online and mailed survey was the primary engagement tool chosen, plus the option to participate in one of three virtual listening sessions with identical content. Regulatory staff also identified businesses with potential language barriers; those were contacted directly to determine whether they needed additional support to participate. Two requested materials in their home language (Spanish and Chinese) and those were provided.

There were 186 responses to the online survey (out of 1428 invited by email) and one mailed survey response (out of 11 invited by mail); no stakeholders chose to provide feedback at any of the virtual listening sessions. Responses were collected August 10 through September 6, 2021.

More information about the community engagement efforts by Public Health is included in attached documents and can be found online at:

<https://www.ramseycounty.us/your-government/ordinances-regulations/public-health-ordinance-changes>.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Payments of penalties for administrative citations would accrue to the county, but it is expected that few citations would be issued, and the fiscal impact would be minimal.

Fees related to this were \$0 in 2020. Any future civil penalty revenue would be deposited into the Ramsey County general fund, violations account (Fund: 1101; Dept: 580701; Program: 000000; Account: 313107).

County Manager Comments

No additional comments.

Last Previous Action

On October 20, 2009, the Ramsey County Board approved adoption of the most recent revisions to the Ramsey County Administrative Ordinance (Ordinance 2009-362).

Attachments

1. Summary of Amendments to the Ramsey County Administrative Ordinance
2. Redlined Amendments to the Ramsey County Administrative Ordinance
3. Clean Amendments to the Ramsey County Administrative Ordinance
4. Summary of Community Engagement by Public Health

Summary of Amendments to the Ramsey County Administrative Ordinance

- The Ramsey County Administrative Ordinance is a general ordinance that applies to various activities that Ramsey County regulates. It provides a framework for licensing procedures, variances, inspections, enforcement, and hearings.
- The proposed amendments introduce a new enforcement tool for use by county departments.
- The amendments to the Administrative Ordinance would authorize the use of administrative (civil) citations as an alternative to the use of misdemeanor (criminal) citations.
- Section 6.00 of the Administrative Ordinance authorizes various enforcement tools currently available to county departments to use when county ordinances are violated.
 - They include misdemeanor citations, license suspension or revocation, injunctive relief, or civil action to recover costs.
 - Except for misdemeanor citations, the enforcement mechanisms are typically long and drawn out, and are costly to both the county and violator.
- The use of misdemeanor citations is a problem for two reasons.
 - First, it makes the violator a criminal and the process takes the violator through the state’s criminal court system. For many violations this is a severe option.
 - Second, the state Bureau of Criminal Apprehension revised the citation administration process in recent years, making it an electronic system, and restricting access and the ability to issue citations. This is an impractical method of enforcement.
- The proposed amendments create an administrative citation process that is very similar to the use of misdemeanor citations but decriminalizes the citations and takes the violator through county administrative process rather than the state court system.
- The proposed amendments create the steps for issuing and processing citations, how a person receiving an administrative citation can respond (pay a penalty or seek a hearing), refers to a penalty schedule (adopted in separate action by the county board), and outlines the process for appealing the citation through a hearing process.
- Other local jurisdictions in Ramsey County already use this enforcement mechanism, including the cities of Maplewood, Roseville, Shoreview, White Bear Lake, and the city of Saint Paul is considering it.
- It is expected that these amendments would be used mostly by the Public Health Department, which has procedures in place to assure compliance with ordinances, the last step of which is enforcement action.
- A specific ordinance summary follows:

Section 6.02.A Misdemeanor Citations – misdemeanor citations separated into a standalone category.

Section 6.02.B Administrative Citations – an administrative citation option for ordinance enforcement is added.

Section 6.02.B.1 Purpose and Findings – explanation of the purpose for adding administrative

citation:

- While criminal fines and penalties have been the most typical enforcement mechanism, there are certain negative consequences for both the County and the accused.
- The delay inherent in that system does not ensure prompt resolution.
- Some administrative regulation violations need not always be treated as a criminal offense.
- The higher burden of proof and the potential of incarceration do not appear appropriate for most administrative violations.
- The criminal process does not always regard Ramsey County Ordinance violations as being important.

Section 6.02.B.2 Administrative Citations and Civil Penalties – identifies which sections of the administrative ordinance cover administrative citations and civil penalties.

Section 6.02.B.3 General provisions – A violation of county ordinance is subject to administrative citation and civil penalties. Each separate day a violation takes place is considered a unique violation, and subject to a new administrative citation.

Section 6.02.B.4 Civil Penalties – penalties, or the payment for a citation for a violation, are established by the Ramsey County Board by resolution and will be submitted for annual review and approval.

Section 6.02.B.5 Administrative Citation – specifies who can issue an administrative citation, what information must be included with the citation, and how it must be delivered to the person cited.

Section 6.02.B.5.a Response to Citation – provides options a cited person has for responding to a citation. There are two options:

- Admit the violation stated in the citation and agree to pay the fine.
- Deny the violation stated in the citation and request a hearing.

Section 6.02.B.6 Administrative Citation Hearing – title added; the details in this section describe how hearings are held.

Section 6.02.B.6.a Hearing Officers – the county must create a list of hearing officers to which a hearing request will be assigned, hearing officers must not be employees of the county and must be evaluated for their performance by persons cited and county staff, and reports on hearing officers must be provided to the County Board.

Section 6.02.B.6.a.I Removal of Hearing Officer – creates a system to replace a hearing officer if there are concerns about the assigned hearing officer by the person cited or by the county.

Section 6.02.B.6.b Request for Hearing – the county must respond to a hearing request within

two business days, assign the case to a hearing officer, notify the person cited and the hearing officer it has been assigned, and the hearing officer has up to 20 business days to schedule the hearing meeting.

Section 6.02.B.6.c Citation Materials – the county must send information about the citation to the hearing officer when the case is assigned to them, and the hearing officer must send that information to the person cited at least three business days before the hearing meeting.

Section 6.02.B.6.d Notice of Hearing – the hearing officer must provide at least 10 business days of notice to the county and cited person before the scheduled hearing meeting date.

Section 6.02.B.6.e Hearing – specifies the hearing meeting procedures and hearing officer responsibilities during the hearing meeting.

Section 6.02.B.6.f Decision/Findings – the hearing officer must decide the case and notify parties about the findings within five business days after the hearing meeting and provides references to other state laws that a cited person may follow to continue a judicial appeal if desired.

Section 6.02.B.6.g – describes consequences if a cited person fails to attend a hearing and provides certain reasons that missing a scheduled hearing meeting may be excused.

Section 6.02.B.7 Payment Following Finding of Violation – the civil penalty must be paid within 20 business days after a hearing officer's finding of a violation and the hearing officer cannot adjust civil penalties in the case of a violation.

Section 6.02.B.8 Recovery of Civil Penalties –the ways the county may collect a civil penalty include a property lien, collections, and late fees for non-payment.

Section 6.02.B.9 Criminal Penalties – establishes two reasons that an administrative citation may become a crime: 1) not attending a requested hearing and 2) not paying a civil penalty. This section also establishes that if a hearing officer found that no violation occurred, the county cannot continue with criminal prosecution for the same issue.

Section 6.02.C Issuance – adds the two types of citations (administrative and criminal) to the existing language describing to whom a citation is to be issued.

RAMSEY COUNTY ADMINISTRATIVE ORDINANCE

"The County Board of Ramsey County ordains:"

1.00 APPLICATION OF ORDINANCE

- 1.01 Application: The provisions of this Ordinance shall apply to all activities, conditions, premises and persons within the County of Ramsey, which are regulated by Ramsey County.
- 1.02 Other Provisions: If provisions of a Ramsey County Ordinance conflict with provisions of this Ordinance, the more restrictive provisions shall prevail. If neither provision is more restrictive, the provision in the program-specific Ordinance shall prevail.

2.00 DEFINITIONS

The following words and phrases, when used in this Ordinance, unless the context clearly indicates otherwise, shall have the meaning ascribed to them in this section.

- 2.01 County: shall mean the County of Ramsey.
- 2.02 County Board: shall mean the Board of Ramsey County Commissioners and their authorized representatives.
- 2.03 Department: shall mean a separate part, division, bureau, sub-unit or branch of Ramsey County authorized by the County Board to carry out or enforce any provision of a County Ordinance.
- 2.04 Fees: shall mean any and all fees assessed by the Department for the regulated activity, including, but not limited to: license fees, application fees, penalties for late renewals, state program fees, review fees and mandated surcharges.
- 2.05 License: shall mean the whole or part of any permit, certificate, approval, registration, or similar form of permission or renewal required by a County Ordinance or State Law administered by the County for the operation of any business, service or facility. The term "license" shall not include any license, lease or permit issued by any County Department solely for the use of any County property or facility by the licensee.
- 2.06 Licensee: shall mean the person who has been given the authority by the issuance of a license by the Department to establish, operate, and/or maintain a facility or activity regulated by County Ordinances.
- 2.07 Person: shall mean any human being, any municipality or other governmental or political subdivision or other public agency, any public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, employee, or other legal representative of any of the foregoing, or any other legal entity.

3.00 UNLAWFUL ACTIVITIES

- 3.01 It is unlawful for any person:
 - A. To engage in any activity, trade, profession, business, or privilege or to operate any site, facility or establishment for which a license is required by any provision of a County Ordinance unless such person has first obtained such license.
 - B. To engage in any activity, trade, profession, business or privilege or operate any site, facility, or

establishment in Ramsey County for which a license is required by any provision of a County Ordinance when any license granted for the conduct of such activity, trade, profession, business or privilege or operation of such site, facility or establishment has been revoked or suspended.

- C. Who possesses a valid license issued pursuant to County Ordinance to engage in any such activity, or operate any such licensed facility, establishment, profession, business, or privilege in such a way as to knowingly violate any requirement of any Ramsey County Ordinance applicable to such activity, trade, profession, business, privilege, site, facility or establishment.
- D. To fail or refuse to correct any condition or method of operation, which violates any Ramsey County Ordinance applicable to the conduct of any licensed activity, trade, profession, business, privilege, site, facility, or establishment after being ordered to do so by the County.

4.00 LICENSING PROCEDURES

Unless provided for by other County Ordinances, the procedure for application for issuance, denial, suspension, or revocation of any license required by County Ordinance shall be as set forth herein.

- 4.01 Application: Application for a license or license renewal shall be made to the Department and shall be on forms furnished by the Department. The application shall not be considered complete until the Department has received all information required.
- 4.02 Financial Assurance and Insurance: Issuance of any license pursuant to the provisions of any County Ordinance shall be contingent upon the applicant furnishing to the County financial assurance in a form and amount to be determined by the County. The applicant shall also furnish to the County certificates of insurance issued by insurers duly licensed with the State of Minnesota in the types and amounts specified by the County.
- 4.03 Payment of Fee: The fees required for a license shall be paid to the County in the manner specified by the Department. Unless otherwise provided by the County Board, no license fee shall be prorated for a portion of a year and no license fee shall be refunded. No license shall be issued until all required fees have been paid in full.
- 4.04 Penalty for Late Payment: Every person who submits payment for an initial or renewal license after the due date specified by the Department shall be subject to the following penalty:
 - A. If the payment is submitted one to thirty days late, a twenty-five percent (25%) penalty, with a minimum penalty of twenty-five dollars (\$25.00).
 - B. If the payment is submitted more than thirty days from the due date,
 - 1. the license application may be denied,
 - 2. the activity for which a license is required shall cease, and
 - 3. if a new license is approved within one calendar year of the denial date, the fee shall consist of the amount set forth for new licenses, plus the late penalty fee that was not paid for the previous application.
- 4.05 Issuance or Denial of License: Unless otherwise provided in the Ordinance under which a license is issued, and except in the initial licensing of solid waste transfer stations as provided herein, the Department shall have thirty (30) days after receipt of a complete application to grant or renew a license.
 - A. When a license is denied, the Department shall state the basis for its decision and the notice of its decision shall be served on the applicant either personally or by certified mail at the address designated in the license application. The denial shall become effective on the eleventh (11th) County working day

after service of the notice unless prior to that date the applicant has either paid the required fees or requested a hearing. Any request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance and any such hearing shall be conducted pursuant to Section 7.00 of this Ordinance.

- B. Prior to issuing an initial license for a solid waste transfer station the Department shall commence a 30-day public comment period, seeking written comments from the public. A comment period shall begin only after the Department has determined that the license application is complete. The Department shall notify the appropriate local government and landowners within 350 feet of the property boundary of the proposed transfer station. The applicant must include the names of landowners within 350 feet of the property boundary in the license application. If requested by members of the public to hold a public meeting or the municipality or planning district council in which the proposed facility is located, and if the municipality or Minnesota Pollution Control Agency does not hold a public meeting, then, following the 30-day comment period, the Department will host a public meeting for the purpose of taking comments on the application. Following the comment period the Department will prepare a written summary of the comments. The Department will issue or deny the license within thirty days of the later of the close of the comment period or the date of the hearing.

4.06 Suspension: Any license required under County Ordinance may be suspended by the Department for violation of any provision of any County Ordinance.

- A. Upon written notice to the licensee said license may be suspended by the Department until the violation is corrected but in no event for longer than sixty (60) days.
- B. Such suspension shall not occur earlier than ten working days after written notice of suspension has been served on the licensee either personally or by certified mail at the address designated in the license application. The notice shall contain the effective date of the suspension, the nature of the violation or violations constituting the basis for the suspension, the facts which support the conclusion that a violation or violations have occurred, and that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.

4.07 Summary Suspension: If the Department finds that there is an imminent risk of substantial harm to the public health, safety, or welfare it may summarily suspend a license.

- A. Written notice of such summary suspension shall be served on the licensee personally or by certified mail at the address designated in the license application. In addition, the Department may post copies of the notice of summary suspension of the license on the licensed facility or property being used for the licensed activity. Said posting shall constitute the notice required under this section.
- B. The notice shall state the nature of the violation requiring emergency action, the facts which support the conclusion that a violation or violations have occurred, and a statement that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.
- C. The summary suspension shall not be stayed pending review by the Department or an appeal to the County Board.

4.08 Suspensions, Re-inspections: Upon written notification from the licensee that all the violations for which a license was suspended have been corrected, the Department shall re-inspect the facility or activity within a reasonable length of time. If the violations constituting the grounds for the suspension have been corrected, the Department shall immediately dismiss the suspension by written notice, which shall be served upon the licensee either personally or by certified mail at the address designated in the license application.

4.09 Revocation: Any license granted pursuant to a County Ordinance may be revoked by the Department for violation of a material provision of any County Ordinance.

- A. Revocation shall not occur earlier than ten (10) County working days from the time that written notice

of revocation is served on the licensee or, if a hearing is requested, until written notice of the County Board action has been served on the licensee.

- B. The notice shall state the violation(s) constituting the basis for the revocation, the facts which support the conclusion that a violation or violations have occurred, and a statement that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.

4.10 Variance

- A. Variance Permitted: If, because of exceptional circumstance, the strict enforcement of any provision of a Ramsey County Ordinance would cause unnecessary hardship, or that strict conformity with an Ordinance would be unreasonable, impractical, or not feasible a variance may be granted by the Department.
- B. Variance Conditions: A variance may be granted upon findings by the Department that:
 - 1. The conditions causing the hardship are unique to the property, applicant, or licensee.
 - 2. The variance is proved necessary in order to secure for the applicant a right or rights enjoyed by other persons in the same area or district.
 - 3. Granting the variance will not be contrary to public interest or adverse to the rights of other persons similarly situated or properties in the same area or district.
 - 4. Granting the variance will not be detrimental to the public health, safety, and welfare.
 - 5. No variance shall be granted simply because there are no objections, because those who do not object outnumber those who do, or for any reason other than a proved hardship.
- C. Informal Administrative Hearing: Unless otherwise provided, the Department shall conduct an informal administrative hearing within thirty (30) days of receipt of an application for variance. The applicant or his/her designated representative shall attend the hearing and present the facts or conditions upon which the application for variance is based. The Department shall prepare a written decision, with its reasons therefore, and serve it on the applicant personally or by certified mail by the close of business on the tenth (10th) County working day following the hearing.
- D. Request for Formal Hearing: In the event that the Department decides to deny the application for variance, the applicant may request a formal hearing. The request shall be in writing stating the grounds upon which the request is based and served personally or by certified mail on the Department by the close of business on the tenth (10th) County working day after the Department's decision was placed in the United States mail or personally served upon the applicant. The hearing shall be conducted pursuant to Section 7.00 of this Ordinance.

5.00 INSPECTION

5.01 Routine Inspections: Routine inspection and evaluation of activities, trades, professions, businesses, privileges, sites, facilities and establishments shall be made by the Department with such frequency as to insure consistent compliance by the applicant or licensee with the provisions of the County Ordinance. Inspections consist of the physical presence of Department staff at a site or facility for the purpose of observing and evaluating existing conditions and past occurrences, in order to determine the degree of compliance with existing Ordinances, rules, regulations and standards. As deemed necessary by staff, the scope of an inspection may include, but is not limited to the following:

- 1. reviewing files, records, plans, and other documents, in both paper and electronic form;
- 2. physical access to all areas of a site or facility;

3. collecting environmental samples, including, but not limited to, samples of air, water, food, soil, products, bi-products, and wastes; and
4. taking photographs and recording by video, audio, or other electronic means.

The licensee shall allow free access to authorized representatives of the County or any other governmental agency at any reasonable time for the purpose of making such inspections as may be necessary to determine compliance with the requirements of County Ordinances, or any other applicable statute, Ordinance, or regulation. Failure of the applicant or licensee to permit such inspection shall be grounds for revocation, suspension, or denial of a license. The licensee shall be provided with written and documented notice of any deficiencies, requirements for their correction, and the date when the corrections shall be accomplished.

5.02 **Right of Entry:** Whenever necessary to make an inspection to enforce any provision of a County Ordinance, the Department or its authorized agent may enter any building, premises, or property in or upon which a regulated activity takes place at all reasonable times to inspect the same or to perform any duty incumbent upon the Department, provided that if such building, premises, or property be occupied, the authorized agent shall first present proper credentials and request entry; and if such building, premises, or property be unoccupied, the Department shall first make a reasonable effort to locate the owner or other persons having charge or control thereof and request entry. If such entry is refused, the Department shall have recourse to every remedy provided by law to secure entry, including administrative warrants.

5.03 **Authorization to Issue Orders:** Whenever the Department or its authorized agents find any unlawful or dangerous condition or activity it may issue such orders as may be necessary to protect the public health, safety, or welfare.

5.04 **Compliance Required:** The owner, operator, or other person responsible for the condition or violation to which the order or notice pertains shall comply with any order issued by the Department within such time as determined by the Department. If the building, premises, or property is owned by one person and occupied by another and the order or notice requires immediate compliance such order or notice shall be served on the owner and occupant and both the owner and the occupant shall ensure compliance with the order or notice.

6.00 ENFORCEMENT

6.01 **Misdemeanor:** Any person who violates a Ramsey County Ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided by law. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

6.02 **Citations:** Any person charged with the responsibility of administration and enforcement of any Ramsey County Ordinance shall have the power to issue citations for violations thereof.

A. Form of Misdemeanor Citations: Misdemeanor Citations shall be in a form as may be approved from time to time by the Judges of the Second Judicial District.

B. Administrative Citations:

- 1. Purpose and Findings.** The County Board finds that there is a need for alternative methods of enforcing the provisions of Ramsey County Ordinances. While criminal fines and penalties have been the most typical enforcement mechanism, there are certain negative consequences for both the County and the accused. The delay inherent in that system does not ensure prompt resolution. Some administrative regulation violations need not always be treated as a criminal offense. The higher burden of proof and the potential of incarceration do not appear appropriate for most administrative violations. The criminal process does not always regard Ramsey County Ordinance violations as being important. Accordingly, the County Board finds that the use of administrative citations and the imposition of civil penalties is a legitimate and necessary alternative method of enforcement. This method of enforcement is in addition to any other legal remedy that may be pursued for Ramsey County Ordinance violations.

- 2. Administrative Citations and Civil Penalties.** This Section governs administrative citations and civil penalties for violations of Ramsey County Ordinances.
- 3. General provisions.** A violation of Ramsey County Ordinances is subject to administrative citation and civil penalties. Each day a violation exists constitutes a separate offense.
- 4. Civil Penalties.** Penalties for violation of County Ordinances shall be established by resolution of the County Board. A schedule of civil penalties for violation of specific provisions within county Ordinances shall be presented to the Board annually upon its consideration of County fees, and initially upon adoption of amendment to the Administrative Ordinance establishing authority for Administrative Citations.
- 5. Administrative Citation.** The Department may issue an administrative citation upon the finding that an Ordinance violation has occurred. The citation must be issued in person or by U.S. mail to the property owner and/or person responsible for the violation offense at the last known address. The citation must state the date, time, and nature of the offense, the name of the issuing person, the amount of the scheduled civil penalty, and the manner for paying the civil penalty or appealing the citation.

 - a) Response to Citation.** A recipient shall respond to the citation within fifteen (15) County working days of receipt. The recipient may:

 - I. Admit the violation stated in the citation and agree to pay the fine. Payment of the civil penalty constitutes admission of the violation.**
 - II. Deny the violation stated in the citation and request a hearing.**
- 6. Administrative Citation Hearing.**

 - a) Hearing Officers.** The County shall maintain a list of hearing officers under contract and available to conduct hearings on the merits of an administrative citation, if requested by a recipient. A Hearing Officer is a public officer as those terms are defined by Minnesota Statutes Chapter 609.415. The hearing officer must not be a County employee. The Ramsey County Manager or their designee must establish a procedure for evaluating the competency of the hearing officers, including comments from accused violators and County staff. These reports must be provided to the County Board.

 - I. Removal of Hearing Officer.** The recipient will have the right to request, no later than five (5) days before the date of the hearing, that the assigned hearing officer be removed from the case. One request for each case will be granted automatically by the Ramsey County Manager or their designee. A subsequent request must be directed to the assigned hearing officer who will decide whether he or she can fairly and objectively review the case. The Ramsey County Manager or their designee may remove a hearing officer only by requesting that the assigned hearing officer find that he or she cannot fairly and objectively review the case. If such a finding is made, the officer shall remove himself or herself from the case, and the Ramsey County Manager or their designee will assign another hearing officer.
 - b) Request For Hearing.** If the recipient responds by requesting a hearing, the Department shall acknowledge receipt of the request for hearing to the recipient within two (2) County working days, and shall also request that the recipient indicate the preferred manner to receive future notices and material, either by U.S. mail or e-mail. The Department shall assign the case to a hearing officer on the list. The Department shall notify the hearing officer, the recipient, and the issuing person of the assignment in writing. The hearing officer shall schedule a hearing within twenty (20) County working days of receiving the notice. Any delays in holding the hearing

by the hearing officer shall be reported to the Department by the hearing officer.

- c) **Citation Materials.** At assignment, the Department shall transmit a copy of the citation and all materials relating to the citation to the hearing officer. The hearing officer shall transmit a copy of any materials received to the recipient at the earliest opportunity but no later than three (3) County working days in advance of the hearing.
- d) **Notice of Hearing.** Notice of the hearing must be served on the person responsible for the violation at least ten (10) County working days in advance, unless a shorter time is accepted by all parties. Service of the Notice will be by the method preferred by the recipient and will be complete upon mailing.
- e) **Hearing.** At the hearing, the hearing officer shall receive the testimony of any witnesses, witness statements, and comments presented by the person cited. The hearing officer will consider these items alongside the materials submitted by the issuing person and may weigh the evidence and make credibility determinations to the best of the hearing officer's ability. The hearing officer is not required to apply the rules of evidence in making determinations about the evidence presented. The issuing person is not required to attend the hearing.
- f) **Decision/Findings.** After considering all of the evidence submitted, the hearing officer shall determine, by a preponderance of the evidence, whether the person cited did or did not violate the Ordinance identified in the citation. The hearing officer shall make written findings supporting the determination and transmit them to the cited person and the Department within five (5) County working days of closing the hearing. The decision of the hearing officer is final without any further right of administrative appeal. Upon exhaustion of county administrative appeal rights, the cited person may pursue judicial appellate rights as allowed by Minnesota Statutes Chapter 606 or other applicable law.
- g) Failure to attend the hearing constitutes a waiver of the violator's rights to an administrative hearing and an admission of the violation. A hearing officer may waive this result upon good cause shown. Examples of "good cause" are: death or incapacitating illness of the accused; a court order requiring the accused to appear for another hearing at the same time; and lack of proper service of the citation or notice of the hearing. "Good cause" does not include: forgetfulness and intentional delay.

- 7. **Payment Following Finding of Violation.** If the hearing officer finds a violation, the civil penalty for the Ordinance Violation is due within twenty (20) County working days of the date the findings are sent to the recipient. The hearing officer may not alter or reduce the civil penalty for any offense or combine multiple offenses into a single civil penalty. Payment of civil penalties due shall be made in the manner specified by the Ramsey County Manager or their designee.
- 8. **Recovery of Civil Penalties.** If a civil penalty is not paid within the time specified, the County has the authority to take the following actions:
 - a) A lien may be assessed against the property and collected in the same manner as taxes.
 - b) A personal obligation may be collected by appropriate legal means.
 - c) A late payment fee of 10 percent of the civil penalty may be assessed for each 30-day period, or part thereof, that the fine remains unpaid after the due date.
- 9. **Criminal Penalties.** The following are misdemeanors, punishable in accordance with State Law: (i) failure, without good cause, to appear at a hearing that was scheduled under Ramsey County Administrative Ordinance, Section 6.02 (B)(5) (d); (ii) failure to pay a civil penalty

imposed by a hearing officer within twenty (20) County working days after it was imposed, or such other time as may be established by the hearing officer.

If the final adjudication in the administrative penalty procedure is a finding of no violation, then the Department may not prosecute a criminal violation in district court based on the same set of facts. This does not preclude the Department from pursuing a criminal conviction for a violation of the same provision based on a different set of facts. A different date of violation will constitute a different set of facts.

C. Issuance: ~~The Administrative or Criminal Citations~~ shall be issued to the person charged with the violation, or in the case of a corporation or municipality, to any officer or agent expressly or implicitly authorized to accept such issuance.

6.03 Other Actions: Other actions may be taken as follows:

A. In the event of a violation or a threat of violation of any Ramsey County Ordinance, the Ramsey County Attorney may take appropriate action to enforce the Ordinance including application for injunctive relief or other appropriate action to prevent, restrain, correct, or abate violations or threatened violations.

B. If a licensee, owner, or operator of any activity, trade profession, business, privilege, site, facility or establishment fails to comply with an applicable Ramsey County Ordinance, the County may take the necessary steps to correct such violations. The costs thereof may be recovered in a civil action or may be certified, at the discretion of the County Board, to the Director of the Department of Property Taxation as a special assessment against the real property on which the violation occurred.

7.00 HEARINGS

7.01 Right to a Hearing: A licensee or applicant may contest the following Departmental actions by requesting a hearing: denial of a license; denial of renewal of a license; suspension of a license; summary suspension of a license; revocation of a license; or denial of a request for variance.

7.02 Request for a Hearing: The request for a hearing shall be in writing and specifically state the grounds for appeal. The request shall be served personally or by certified mail on the Department by the close of business on the tenth (10th) County working day following service of the notice of the Departmental action by the County on the applicant or licensee. Failure to request a hearing in a timely manner will result in a forfeiture of the right to appeal or seek review of the County's action.

7.03 Public Hearings to be Held: The hearing shall be held before the County Board, or a hearing examiner as provided below, and shall be open to the public.

7.04 Timelines for Holding Hearings: Requests for extensions of time must be in writing and directed to the Chair of the County Board. Unless an extension is granted, the hearing will commence no later than forty-five (45) calendar days after the date of service of the request for a hearing on the County, exclusive of the date of service.

7.05 Hearing Notice: Notice of the time and place of hearing shall be mailed to the applicant or licensee at least fifteen (15) working days prior to the hearing.

7.06 Hearing Examiner: The County Board may appoint a hearing examiner to conduct the hearing and to make proposed findings of fact, conclusions, and recommendations to the County Board, which shall be submitted in a written report. The County Board may adopt, modify, or reject the recommendations.

7.07 Conduct of Hearing: The applicant or licensee may be represented by counsel. All parties shall have an opportunity to respond to and present evidence, cross-examine witnesses, and present argument. The County Board or hearing examiner may also examine witnesses.

- 7.08 Burden of Proof: The Department shall have the burden of proving its position by a preponderance of the evidence, unless a different burden is established by law.
- 7.09 Evidence: All evidence which possesses probative value, including hearsay, may be admitted if it is the type of evidence on which prudent persons are accustomed to relying upon in the conduct of their serious affairs.
- 7.10 Failure to Appear: If the applicant or licensee fails to appear at the hearing in person or by counsel, the right to a hearing shall be forfeited.

8.00 SEVERABILITY

It is hereby declared to be the intention of the County Board that the several provisions of this Ordinance be severable in accordance with the following:

- 8.01 If any court of competent jurisdiction shall adjudge any provisions of this Ordinance to be invalid, such judgment shall not affect any other provisions of the Ordinance not specifically included in said judgment.
- 8.02 If any court of competent jurisdiction shall adjudge the application of any provision of this Ordinance to a particular person, site, facility or operation, such judgment shall not affect the application of said provision to any other person, site, facility, or operation not specifically included in said judgment.

9.00 PROVISIONS ACCUMULATIVE

The provisions of the Ordinance are cumulative and are additional limitations upon all other laws and Ordinances heretofore passed or which may be passed hereafter covering any subject matter in this Ordinance.

10.00 NO CONSENT

Nothing contained in the Ordinance shall be deemed to be consent, license, or permit to locate, construct, or maintain any site, facility, or establishment, or carry on any activity, trade, or profession.

11.00 EFFECTIVE DATE

This Ordinance shall be effective upon passage by the County Board and its publication in accordance with law.

FURTHER RESOLVED, That the foregoing Administrative Ordinance supersedes the original Administrative Ordinance passed by the County Board on February 23, 1981 (Resolution #81-166) and amended by the County Board on September 17, 1991 (Resolution #91-531), December 10, 1996 (Resolution #96-521), and March 13, 2001 (Resolution #2001-79), and October 20, 2009 (Resolution #2009-362).

~~Adopted by the Board of Ramsey County Commissioners this 20th day of October 2009, by Resolution #2009-362.~~

###

- DATE OF PUBLIC HEARING:
- DATE OF PASSAGE BY COUNTY BOARD:
- DATE OF PUBLICATION:
- EFFECTIVE DATE OF ORDINANCE:

RAMSEY COUNTY ADMINISTRATIVE ORDINANCE

"The County Board of Ramsey County ordains:"

1.00 APPLICATION OF ORDINANCE

- 1.01 Application: The provisions of this Ordinance shall apply to all activities, conditions, premises and persons within the County of Ramsey, which are regulated by Ramsey County.
- 1.02 Other Provisions: If provisions of a Ramsey County Ordinance conflict with provisions of this Ordinance, the more restrictive provisions shall prevail. If neither provision is more restrictive, the provision in the program-specific Ordinance shall prevail.

2.00 DEFINITIONS

The following words and phrases, when used in this Ordinance, unless the context clearly indicates otherwise, shall have the meaning ascribed to them in this section.

- 2.01 County: shall mean the County of Ramsey.
- 2.02 County Board: shall mean the Board of Ramsey County Commissioners and their authorized representatives.
- 2.03 Department: shall mean a separate part, division, bureau, sub-unit or branch of Ramsey County authorized by the County Board to carry out or enforce any provision of a County Ordinance.
- 2.04 Fees: shall mean any and all fees assessed by the Department for the regulated activity, including, but not limited to: license fees, application fees, penalties for late renewals, state program fees, review fees and mandated surcharges.
- 2.05 License: shall mean the whole or part of any permit, certificate, approval, registration, or similar form of permission or renewal required by a County Ordinance or State Law administered by the County for the operation of any business, service or facility. The term "license" shall not include any license, lease or permit issued by any County Department solely for the use of any County property or facility by the licensee.
- 2.06 Licensee: shall mean the person who has been given the authority by the issuance of a license by the Department to establish, operate, and/or maintain a facility or activity regulated by County Ordinances.
- 2.07 Person: shall mean any human being, any municipality or other governmental or political subdivision or other public agency, any public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, employee, or other legal representative of any of the foregoing, or any other legal entity.

3.00 UNLAWFUL ACTIVITIES

- 3.01 It is unlawful for any person:
 - A. To engage in any activity, trade, profession, business, or privilege or to operate any site, facility or establishment for which a license is required by any provision of a County Ordinance unless such person has first obtained such license.
 - B. To engage in any activity, trade, profession, business or privilege or operate any site, facility, or

establishment in Ramsey County for which a license is required by any provision of a County Ordinance when any license granted for the conduct of such activity, trade, profession, business or privilege or operation of such site, facility or establishment has been revoked or suspended.

- C. Who possesses a valid license issued pursuant to County Ordinance to engage in any such activity, or operate any such licensed facility, establishment, profession, business, or privilege in such a way as to knowingly violate any requirement of any Ramsey County Ordinance applicable to such activity, trade, profession, business, privilege, site, facility or establishment.
- D. To fail or refuse to correct any condition or method of operation, which violates any Ramsey County Ordinance applicable to the conduct of any licensed activity, trade, profession, business, privilege, site, facility, or establishment after being ordered to do so by the County.

4.00 LICENSING PROCEDURES

Unless provided for by other County Ordinances, the procedure for application for issuance, denial, suspension, or revocation of any license required by County Ordinance shall be as set forth herein.

- 4.01 Application: Application for a license or license renewal shall be made to the Department and shall be on forms furnished by the Department. The application shall not be considered complete until the Department has received all information required.
- 4.02 Financial Assurance and Insurance: Issuance of any license pursuant to the provisions of any County Ordinance shall be contingent upon the applicant furnishing to the County financial assurance in a form and amount to be determined by the County. The applicant shall also furnish to the County certificates of insurance issued by insurers duly licensed with the State of Minnesota in the types and amounts specified by the County.
- 4.03 Payment of Fee: The fees required for a license shall be paid to the County in the manner specified by the Department. Unless otherwise provided by the County Board, no license fee shall be prorated for a portion of a year and no license fee shall be refunded. No license shall be issued until all required fees have been paid in full.
- 4.04 Penalty for Late Payment: Every person who submits payment for an initial or renewal license after the due date specified by the Department shall be subject to the following penalty:
 - A. If the payment is submitted one to thirty days late, a twenty-five percent (25%) penalty, with a minimum penalty of twenty-five dollars (\$25.00).
 - B. If the payment is submitted more than thirty days from the due date,
 - 1. the license application may be denied,
 - 2. the activity for which a license is required shall cease, and
 - 3. if a new license is approved within one calendar year of the denial date, the fee shall consist of the amount set forth for new licenses, plus the late penalty fee that was not paid for the previous application.
- 4.05 Issuance or Denial of License: Unless otherwise provided in the Ordinance under which a license is issued, and except in the initial licensing of solid waste transfer stations as provided herein, the Department shall have thirty (30) days after receipt of a complete application to grant or renew a license.
 - A. When a license is denied, the Department shall state the basis for its decision and the notice of its decision shall be served on the applicant either personally or by certified mail at the address designated in the license application. The denial shall become effective on the eleventh (11th) County working day

after service of the notice unless prior to that date the applicant has either paid the required fees or requested a hearing. Any request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance and any such hearing shall be conducted pursuant to Section 7.00 of this Ordinance.

- B. Prior to issuing an initial license for a solid waste transfer station the Department shall commence a 30-day public comment period, seeking written comments from the public. A comment period shall begin only after the Department has determined that the license application is complete. The Department shall notify the appropriate local government and landowners within 350 feet of the property boundary of the proposed transfer station. The applicant must include the names of landowners within 350 feet of the property boundary in the license application. If requested by members of the public to hold a public meeting or the municipality or planning district council in which the proposed facility is located, and if the municipality or Minnesota Pollution Control Agency does not hold a public meeting, then, following the 30-day comment period, the Department will host a public meeting for the purpose of taking comments on the application. Following the comment period the Department will prepare a written summary of the comments. The Department will issue or deny the license within thirty days of the later of the close of the comment period or the date of the hearing.

4.06 Suspension: Any license required under County Ordinance may be suspended by the Department for violation of any provision of any County Ordinance.

- A. Upon written notice to the licensee said license may be suspended by the Department until the violation is corrected but in no event for longer than sixty (60) days.
- B. Such suspension shall not occur earlier than ten working days after written notice of suspension has been served on the licensee either personally or by certified mail at the address designated in the license application. The notice shall contain the effective date of the suspension, the nature of the violation or violations constituting the basis for the suspension, the facts which support the conclusion that a violation or violations have occurred, and that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.

4.07 Summary Suspension: If the Department finds that there is an imminent risk of substantial harm to the public health, safety, or welfare it may summarily suspend a license.

- A. Written notice of such summary suspension shall be served on the licensee personally or by certified mail at the address designated in the license application. In addition, the Department may post copies of the notice of summary suspension of the license on the licensed facility or property being used for the licensed activity. Said posting shall constitute the notice required under this section.
- B. The notice shall state the nature of the violation requiring emergency action, the facts which support the conclusion that a violation or violations have occurred, and a statement that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.
- C. The summary suspension shall not be stayed pending review by the Department or an appeal to the County Board.

4.08 Suspensions, Re-inspections: Upon written notification from the licensee that all the violations for which a license was suspended have been corrected, the Department shall re-inspect the facility or activity within a reasonable length of time. If the violations constituting the grounds for the suspension have been corrected, the Department shall immediately dismiss the suspension by written notice, which shall be served upon the licensee either personally or by certified mail at the address designated in the license application.

4.09 Revocation: Any license granted pursuant to a County Ordinance may be revoked by the Department for violation of a material provision of any County Ordinance.

- A. Revocation shall not occur earlier than ten (10) County working days from the time that written notice

of revocation is served on the licensee or, if a hearing is requested, until written notice of the County Board action has been served on the licensee.

- B. The notice shall state the violation(s) constituting the basis for the revocation, the facts which support the conclusion that a violation or violations have occurred, and a statement that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.

4.10 Variance

- A. Variance Permitted: If, because of exceptional circumstance, the strict enforcement of any provision of a Ramsey County Ordinance would cause unnecessary hardship, or that strict conformity with an Ordinance would be unreasonable, impractical, or not feasible a variance may be granted by the Department.
- B. Variance Conditions: A variance may be granted upon findings by the Department that:
 - 1. The conditions causing the hardship are unique to the property, applicant, or licensee.
 - 2. The variance is proved necessary in order to secure for the applicant a right or right enjoyed by other persons in the same area or district.
 - 3. Granting the variance will not be contrary to public interest or adverse to the rights of other persons similarly situated or properties in the same area or district.
 - 4. Granting the variance will not be detrimental to the public health, safety, and welfare.
 - 5. No variance shall be granted simply because there are no objections, because those who do not object outnumber those who do, or for any reason other than a proved hardship.
- C. Informal Administrative Hearing: Unless otherwise provided, the Department shall conduct an informal administrative hearing within thirty (30) days of receipt of an application for variance. The applicant or his/her designated representative shall attend the hearing and present the facts or conditions upon which the application for variance is based. The Department shall prepare a written decision, with its reasons therefore, and serve it on the applicant personally or by certified mail by the close of business on the tenth (10th) County working day following the hearing.
- D. Request for Formal Hearing: In the event that the Department decides to deny the application for variance, the applicant may request a formal hearing. The request shall be in writing stating the grounds upon which the request is based and served personally or by certified mail on the Department by the close of business on the tenth (10th) County working day after the Department's decision was placed in the United States mail or personally served upon the applicant. The hearing shall be conducted pursuant to Section 7.00 of this Ordinance.

5.00 INSPECTION

- 5.01 Routine Inspections: Routine inspection and evaluation of activities, trades, professions, businesses, privileges, sites, facilities and establishments shall be made by the Department with such frequency as to insure consistent compliance by the applicant or licensee with the provisions of the County Ordinance. Inspections consist of the physical presence of Department staff at a site or facility for the purpose of observing and evaluating existing conditions and past occurrences, in order to determine the degree of compliance with existing Ordinances, rules, regulations and standards. As deemed necessary by staff, the scope of an inspection may include, but is not limited to the following:
 - 1. reviewing files, records, plans, and other documents, in both paper and electronic form;
 - 2. physical access to all areas of a site or facility;

3. collecting environmental samples, including, but not limited to, samples of air, water, food, soil, products, bi-products, and wastes; and
4. taking photographs and recording by video, audio, or other electronic means.

The licensee shall allow free access to authorized representatives of the County or any other governmental agency at any reasonable time for the purpose of making such inspections as may be necessary to determine compliance with the requirements of County Ordinances, or any other applicable statute, Ordinance, or regulation. Failure of the applicant or licensee to permit such inspection shall be grounds for revocation, suspension, or denial of a license. The licensee shall be provided with written and documented notice of any deficiencies, requirements for their correction, and the date when the corrections shall be accomplished.

- 5.02 **Right of Entry:** Whenever necessary to make an inspection to enforce any provision of a County Ordinance, the Department or its authorized agent may enter any building, premises, or property in or upon which a regulated activity takes place at all reasonable times to inspect the same or to perform any duty incumbent upon the Department, provided that if such building, premises, or property be occupied, the authorized agent shall first present proper credentials and request entry; and if such building, premises, or property be unoccupied, the Department shall first make a reasonable effort to locate the owner or other persons having charge or control thereof and request entry. If such entry is refused, the Department shall have recourse to every remedy provided by law to secure entry, including administrative warrants.
- 5.03 **Authorization to Issue Orders:** Whenever the Department or its authorized agents find any unlawful or dangerous condition or activity it may issue such orders as may be necessary to protect the public health, safety, or welfare.
- 5.04 **Compliance Required:** The owner, operator, or other person responsible for the condition or violation to which the order or notice pertains shall comply with any order issued by the Department within such time as determined by the Department. If the building, premises, or property is owned by one person and occupied by another and the order or notice requires immediate compliance such order or notice shall be served on the owner and occupant and both the owner and the occupant shall ensure compliance with the order or notice.

6.00 ENFORCEMENT

- 6.01 **Misdemeanor:** Any person who violates a Ramsey County Ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided by law. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.
- 6.02 **Citations:** Any person charged with the responsibility of administration and enforcement of any Ramsey County Ordinance shall have the power to issue citations for violations thereof.
- A. **Misdemeanor Citations:** Misdemeanor Citations shall be in a form as may be approved from time to time by the Judges of the Second Judicial District.
- B. **Administrative Citations:**
1. **Purpose and Findings.** The County Board finds that there is a need for alternative methods of enforcing the provisions of Ramsey County Ordinances. While criminal fines and penalties have been the most typical enforcement mechanism, there are certain negative consequences for both the County and the accused. The delay inherent in that system does not ensure prompt resolution. Some administrative regulation violations need not always be treated as a criminal offense. The higher burden of proof and the potential of incarceration do not appear appropriate for most administrative violations. The criminal process does not always regard Ramsey County Ordinance violations as being important. Accordingly, the County Board finds that the use of administrative citations and the imposition of civil penalties is a legitimate and necessary alternative method of enforcement. This method of enforcement is in addition to any other legal remedy that may be pursued for Ramsey County Ordinance violations.

2. Administrative Citations and Civil Penalties. This Section governs administrative citations and civil penalties for violations of Ramsey County Ordinances.
3. General provisions. A violation of Ramsey County Ordinances is subject to administrative citation and civil penalties. Each day a violation exists constitutes a separate offense.
4. Civil Penalties. Penalties for violation of County Ordinances shall be established by resolution of the County Board. A schedule of civil penalties for violation of specific provisions within county Ordinances shall be presented to the Board annually upon its consideration of County fees, and initially upon adoption of amendment to the Administrative Ordinance establishing authority for Administrative Citations.
5. Administrative Citation. The Department may issue an administrative citation upon the finding that an Ordinance violation has occurred. The citation must be issued in person or by U.S. mail to the property owner and/or person responsible for the violation offense at the last known address. The citation must state the date, time, and nature of the offense, the name of the issuing person, the amount of the scheduled civil penalty, and the manner for paying the civil penalty or appealing the citation.
 - a) Response to Citation. A recipient shall respond to the citation within fifteen (15) County working days of receipt. The recipient may:
 - I. Admit the violation stated in the citation and agree to pay the fine. Payment of the civil penalty constitutes admission of the violation.
 - II. Deny the violation stated in the citation and request a hearing.
6. Administrative Citation Hearing.
 - a) Hearing Officers. The County shall maintain a list of hearing officers under contract and available to conduct hearings on the merits of an administrative citation, if requested by a recipient. A Hearing Officer is a public officer as those terms are defined by Minnesota Statutes Chapter 609.415. The hearing officer must not be a County employee. The Ramsey County Manager or their designee must establish a procedure for evaluating the competency of the hearing officers, including comments from accused violators and County staff. These reports must be provided to the County Board.
 - I. Removal of Hearing Officer. The recipient will have the right to request, no later than five (5) days before the date of the hearing, that the assigned hearing officer be removed from the case. One request for each case will be granted automatically by the Ramsey County Manager or their designee. A subsequent request must be directed to the assigned hearing officer who will decide whether he or she can fairly and objectively review the case. The Ramsey County Manager or their designee may remove a hearing officer only by requesting that the assigned hearing officer find that he or she cannot fairly and objectively review the case. If such a finding is made, the officer shall remove himself or herself from the case, and the Ramsey County Manager or their designee will assign another hearing officer.
 - b) Request For Hearing. If the recipient responds by requesting a hearing, the Department shall acknowledge receipt of the request for hearing to the recipient within two (2) County working days, and shall also request that the recipient indicate the preferred manner to receive future notices and material, either by U.S. mail or e-mail. The Department shall assign the case to a hearing officer on the list. The Department shall notify the hearing officer, the recipient, and the issuing person of the assignment in writing. The hearing officer shall schedule a hearing within twenty (20) County working days of receiving the notice. Any delays in holding the hearing

by the hearing officer shall be reported to the Department by the hearing officer.

- c) Citation Materials. At assignment, the Department shall transmit a copy of the citation and all materials relating to the citation to the hearing officer. The hearing officer shall transmit a copy of any materials received to the recipient at the earliest opportunity but no later than three (3) County working days in advance of the hearing.
 - d) Notice of Hearing. Notice of the hearing must be served on the person responsible for the violation at least ten (10) County working days in advance, unless a shorter time is accepted by all parties. Service of the Notice will be by the method preferred by the recipient and will be complete upon mailing.
 - e) Hearing. At the hearing, the hearing officer shall receive the testimony of any witnesses, witness statements, and comments presented by the person cited. The hearing officer will consider these items alongside the materials submitted by the issuing person and may weigh the evidence and make credibility determinations to the best of the hearing officer's ability. The hearing officer is not required to apply the rules of evidence in making determinations about the evidence presented. The issuing person is not required to attend the hearing.
 - f) Decision/Findings. After considering all of the evidence submitted, the hearing officer shall determine, by a preponderance of the evidence, whether the person cited did or did not violate the Ordinance identified in the citation. The hearing officer shall make written findings supporting the determination and transmit them to the cited person and the Department within five (5) County working days of closing the hearing. The decision of the hearing officer is final without any further right of administrative appeal. Upon exhaustion of county administrative appeal rights, the cited person may pursue judicial appellate rights as allowed by Minnesota Statutes Chapter 606 or other applicable law.
 - g) Failure to attend the hearing constitutes a waiver of the violator's rights to an administrative hearing and an admission of the violation. A hearing officer may waive this result upon good cause shown. Examples of "good cause" are: death or incapacitating illness of the accused; a court order requiring the accused to appear for another hearing at the same time; and lack of proper service of the citation or notice of the hearing. "Good cause" does not include: forgetfulness and intentional delay.
7. Payment Following Finding of Violation. If the hearing officer finds a violation, the civil penalty for the Ordinance Violation is due within twenty (20) County working days of the date the findings are sent to the recipient. The hearing officer may not alter or reduce the civil penalty for any offense or combine multiple offenses into a single civil penalty. Payment of civil penalties due shall be made in the manner specified by the Ramsey County Manager or their designee.
8. Recovery of Civil Penalties. If a civil penalty is not paid within the time specified, the County has the authority to take the following actions:
- a) A lien may be assessed against the property and collected in the same manner as taxes.
 - b) A personal obligation may be collected by appropriate legal means.
 - c) A late payment fee of 10 percent of the civil penalty may be assessed for each 30-day period, or part thereof, that the fine remains unpaid after the due date.
9. Criminal Penalties. The following are misdemeanors, punishable in accordance with State Law: (i) failure, without good cause, to appear at a hearing that was scheduled under Ramsey County Administrative Ordinance, Section 6.02 (B)(5) (d); (ii) failure to pay a civil penalty imposed by a hearing officer within twenty (20) County working days after it was imposed, or

such other time as may be established by the hearing officer.

If the final adjudication in the administrative penalty procedure is a finding of no violation, then the Department may not prosecute a criminal violation in district court based on the same set of facts. This does not preclude the Department from pursuing a criminal conviction for a violation of the same provision based on a different set of facts. A different date of violation will constitute a different set of facts.

- C. Issuance: Administrative or Criminal Citations shall be issued to the person charged with the violation, or in the case of a corporation or municipality, to any officer or agent expressly or implicitly authorized to accept such issuance.

6.03 Other Actions: Other actions may be taken as follows:

- A. In the event of a violation or a threat of violation of any Ramsey County Ordinance, the Ramsey County Attorney may take appropriate action to enforce the Ordinance including application for injunctive relief or other appropriate action to prevent, restrain, correct, or abate violations or threatened violations.
- B. If a licensee, owner, or operator of any activity, trade profession, business, privilege, site, facility or establishment fails to comply with an applicable Ramsey County Ordinance, the County may take the necessary steps to correct such violations. The costs thereof may be recovered in a civil action or may be certified, at the discretion of the County Board, to the Director of the Department of Property Taxation as a special assessment against the real property on which the violation occurred.

7.00 HEARINGS

- 7.01 Right to a Hearing: A licensee or applicant may contest the following Departmental actions by requesting a hearing: denial of a license; denial of renewal of a license; suspension of a license; summary suspension of a license; revocation of a license; or denial of a request for variance.
- 7.02 Request for a Hearing: The request for a hearing shall be in writing and specifically state the grounds for appeal. The request shall be served personally or by certified mail on the Department by the close of business on the tenth (10th) County working day following service of the notice of the Departmental action by the County on the applicant or licensee. Failure to request a hearing in a timely manner will result in a forfeiture of the right to appeal or seek review of the County's action.
- 7.03 Public Hearings to be Held: The hearing shall be held before the County Board, or a hearing examiner as provided below, and shall be open to the public.
- 7.04 Timelines for Holding Hearings: Requests for extensions of time must be in writing and directed to the Chair of the County Board. Unless an extension is granted, the hearing will commence no later than forty-five (45) calendar days after the date of service of the request for a hearing on the County, exclusive of the date of service.
- 7.05 Hearing Notice: Notice of the time and place of hearing shall be mailed to the applicant or licensee at least fifteen (15) working days prior to the hearing.
- 7.06 Hearing Examiner: The County Board may appoint a hearing examiner to conduct the hearing and to make proposed findings of fact, conclusions, and recommendations to the County Board, which shall be submitted in a written report. The County Board may adopt, modify, or reject the recommendations.
- 7.07 Conduct of Hearing: The applicant or licensee may be represented by counsel. All parties shall have an opportunity to respond to and present evidence, cross-examine witnesses, and present argument. The County Board or hearing examiner may also examine witnesses.

- 7.08 Burden of Proof: The Department shall have the burden of proving its position by a preponderance of the evidence, unless a different burden is established by law.
- 7.09 Evidence: All evidence which possesses probative value, including hearsay, may be admitted if it is the type of evidence on which prudent persons are accustomed to relying upon in the conduct of their serious affairs.
- 7.10 Failure to Appear: If the applicant or licensee fails to appear at the hearing in person or by counsel, the right to a hearing shall be forfeited.

8.00 SEVERABILITY

It is hereby declared to be the intention of the County Board that the several provisions of this Ordinance be severable in accordance with the following:

- 8.01 If any court of competent jurisdiction shall adjudge any provisions of this Ordinance to be invalid, such judgment shall not affect any other provisions of the Ordinance not specifically included in said judgment.
- 8.02 If any court of competent jurisdiction shall adjudge the application of any provision of this Ordinance to a particular person, site, facility or operation, such judgment shall not affect the application of said provision to any other person, site, facility, or operation not specifically included in said judgment.

9.00 PROVISIONS ACCUMULATIVE

The provisions of the Ordinance are cumulative and are additional limitations upon all other laws and Ordinances heretofore passed or which may be passed hereafter covering any subject matter in this Ordinance.

10.00 NO CONSENT

Nothing contained in the Ordinance shall be deemed to be consent, license, or permit to locate, construct, or maintain any site, facility, or establishment, or carry on any activity, trade, or profession.

11.00 EFFECTIVE DATE

This Ordinance shall be effective upon passage by the County Board and its publication in accordance with law.

FURTHER RESOLVED, That the foregoing Administrative Ordinance supersedes the original Administrative Ordinance passed by the County Board on February 23, 1981 (Resolution #81-166) and amended by the County Board on September 17, 1991 (Resolution #91-531), December 10, 1996 (Resolution #96-521), March 13, 2001 (Resolution #2001-79), and October 20, 2009 (Resolution #2009-362).

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DATE OF PUBLIC HEARING:
DATE OF PASSAGE BY COUNTY BOARD:
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Proposed Administrative Ordinance Change Community Engagement and Racial Equity Summary

PARTICIPATION SUMMARY

Stakeholders were identified by regulated activity group, with an emphasis on identifying and successfully reaching out to small/locally owned license holders and non-native English speakers/writers. Based on regulatory staff's experience working with these organizations over the years, a straightforward online survey was the primary engagement tool chosen, plus the option to participate in one of three virtual listening sessions with identical content.

To encourage and support participation, all licensees or regulated businesses with an email address on file were invited by, or on behalf of, their Ramsey County inspector. Eleven licensees did not have an address on file and were sent surveys by mail along with a self-addressed stamped envelope. Unique survey response collectors were set up for each group of licensees, and response numbers were actively tracked so staff could do additional outreach as needed. Regulatory staff also identified businesses with potential language barriers; those were contacted directly to determine whether they needed additional support to participate. Two requested materials in their home language and those were provided.

Three listening sessions were held on August 17 at 6pm, August 18 at 2pm, and August 19 at 9am. Information to be presented and questions asked during the listening sessions were identical to the online survey. No stakeholders attended any of these listening sessions.

There were 186 responses to the online survey and one mailed survey response. Responses were collected August 10 through September 6, 2021.

ENGAGEMENT SUMMARY ANALYSIS

Some clear themes emerged from the community engagement results:

- There was overwhelming support for the proposed change to add a civil citation before the misdemeanor criminal citation; commonly cited reasons included the following:
 - The civil (non-criminal) enforcement tool better aligns with the nature of the regulations.
 - This approach is more likely to motivate compliance by regulated entities, thus reducing risk to the public.

Environmental Health Division
2785 White Bear Ave. North
Suite 350
Maplewood, MN 55109
Phone: (651) 266-1199
Fax: (651) 266-1177
www.co.ramsey.mn.us

- A wider range of enforcement options may increase county education and enforcement efforts.
- A general desire for more information and education about county rules, enforcement processes and potential fine amounts from a civil citation.
- More and clearer opportunities to correct violations before enforcement, and clearer guidance from county staff on how to do that.
- An appeals request timeframe longer than the proposed 10 days.
- Assurance that the appeals hearing officer would be unbiased, knowledgeable about the regulated businesses, and selected with consideration to racial diversity and professional background.

Some of these are already addressed by existing county enforcement policies, while others provide useful guidance to refine the proposed ordinance and improve the county’s regulatory education and outreach processes.

RACIAL EQUITY CONSIDERATIONS

Because of the existing racial inequities inherent to the criminal justice system, creating a decriminalized ordinance enforcement option gives the Public Health Department a tool that can be used to protect public health, while minimizing regulatory enforcement impacts on regulated businesses that are owned or operated by people of color.

There are instances where Black, Indigenous, People of Color (BIPOC) community members have been issued misdemeanor citations for county ordinance violations in the past. This change would have provided those BIPOC business owners with another chance for compliance before they were charged with a misdemeanor citation.

The public health regulations in Ramsey County ordinances provide protections for the health of the community and the natural environment. The proposed changes strike a reasonable balance between fair and equitable enforcement of ordinances and adequate protection of our community’s health and environment.

MORE INFORMATION

A copy of the complete community engagement compilation and analysis report and details about the proposed ordinance revisions can be found here: <https://www.ramseycounty.us/your-government/ordinances-regulations/public-health-ordinance-changes>

Board of Commissioners

Request for Board Action

Item Number: 2021-554

Meeting Date: 10/19/2021

Sponsor: Public Health

Title

Amendments to the Ramsey County Administrative Ordinance - Set Public Hearing Date

Recommendation

Set the date and time of November 9, 2021, at 9:00 a.m., or as soon thereafter as possible, in the Council Chambers of the Ramsey County Courthouse, for the Public Hearing on adopting amendments to the Ramsey County Administrative Ordinance (Ordinance No. 2009-362) to afford the public an opportunity to comment on the ordinance amendments.

Background and Rationale

Public Health is proposing amendments to the Ramsey County Administrative Ordinance to authorize the use of administrative (civil) citations as an alternative to the use of misdemeanor (criminal) citations. Section 6.00 of the Administrative Ordinance authorizes various enforcement tools that county departments may use when county ordinances are violated. They include misdemeanor citations, license suspension or revocation, injunctive relief, or civil action to recovery costs. Except for misdemeanor citations, the enforcement mechanisms are typically long and drawn out, and are costly to both the county and entity in violation. Section 6.02 authorizes "any person charged with the responsibility of administration and enforcement of any Ramsey County Ordinance shall have the power to issue [misdemeanor] citations for violations thereof."

The use of misdemeanor citations is problematic for two reasons. First, it makes the violator a criminal and the process takes the violator through the state's criminal court system. For many violations, this is a severe option. Second, the state Bureau of Criminal Apprehension revised the citation administration process in recent years, making it an electronic system, and restricting access (and, hence, the ability to issue citations) to licensed law enforcement officers. This means that county departments that administer various ordinances cannot have staff issue citations but must request local law enforcement to do so. This is an impractical method of enforcement.

The proposed amendments create an administrative citation process that is very similar to the use of misdemeanor citations but decriminalizes the citations and takes the violator through a county administrative appeals process rather than the courts. Other local jurisdictions in Ramsey County already use this enforcement mechanism, including Maplewood, Roseville, Shoreview, White Bear Lake, and the city of Saint Paul is considering it.

The Environmental Health Division of Public Health administers ordinances to which this authority would apply, including ordinances for Food Protection, Public Swimming Pools, Lodging Establishments, Manufactured Home Park, Ramsey County Clean Indoor Air, Public Health Nuisance, Youth Camp, Solid Waste Management and Hazardous Waste Management.

Departmental procedures are in place to assure compliance with ordinances, the last step of which is enforcement action. In Public Health, for example, the department's compliance policy requires several steps to work with licensees to come into compliance before enforcement action is taken. The focus of enforcement

is to provide guidance to compliance. When operators refuse or fail to make corrections, enforcement options are evaluated for each situation, and action is taken only after management approval.

The proposed amendments create the steps for issuing and processing administrative citations, how a person receiving an administrative citation can respond (pay a penalty or seek a hearing to appeal), refers to a penalty schedule (adopted in separate action by the Ramsey County Board), and outlines the process for hearings. An ordinance summary is part of this request for board action.

Public Health has conducted community engagement in developing these amendments and used the feedback provided to shape the proposed changes and inform internal policy and procedure development. The community engagement work is described in the attached Community Engagement Compilation & Analysis document.

The Ramsey County Administrative Ordinance was first adopted on February 23, 1981 (Resolution #81-166) and has been amended three times, with the most recent being in 2009 (Resolution #2009-362).

The Ramsey County Home Rule Charter (Charter) states the process for the introduction and adoption of proposed ordinances. The Charter requires that a Public Hearing be held so that the public may be afforded an opportunity to comment on the proposed Ordinance and must be held no sooner than ten days following the first reading and presentation of the proposed Ordinance. The Public Hearing is being proposed to be held on November 9, 2021, at 9:00 a.m., or as soon as possible thereafter.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

Once approved, this action will provide a decriminalized penalty for violation of county ordinances as an alternative to misdemeanor citations. Because of the existing racial inequities inherent to the criminal justice system, creating a decriminalized ordinance enforcement option gives Public Health a tool that can be used to protect public health, while minimizing regulatory enforcement impacts on regulated businesses that are owned or operated by people from racially and ethnically diverse backgrounds.

There are instances where community members from racially and ethnically diverse backgrounds have been issued misdemeanor citations for county ordinance violations in the past. This change would have provided the business owners from racially and ethnically diverse backgrounds who were impacted at that time with another chance for compliance before they were charged with a misdemeanor citation.

Community Participation Level and Impact

Stakeholders were identified by regulated activity group, with an emphasis on identifying and successfully reaching out to small/locally owned license holders and non-native English speakers/writers. An online and mailed survey was the primary engagement tool chosen, plus the option to participate in one of three virtual listening sessions with identical content. Regulatory staff also identified businesses with potential language barriers; those were contacted directly to determine whether they needed additional support to participate. Two requested materials in their home language (Spanish and Chinese) and those were provided.

There were 186 responses to the online survey (out of 1428 invited by email) and one mailed survey response (out of 11 invited by mail); no stakeholders chose to provide feedback at any of the virtual listening sessions. Responses were collected August 10 through September 6, 2021.

More information about the community engagement efforts by Public Health is included in attached documents and can be found online at:

<https://www.ramseycounty.us/your-government/ordinances-regulations/public-health-ordinance-changes>

Inform Consult Involve Collaborate Empower

Fiscal Impact

Payments of penalties for administrative citations would accrue to the county, but it is expected that few citations would be issued, and the fiscal impact would be minimal.

Fees related to this were \$0 in 2020. Any future civil penalty revenue would be deposited into the Ramsey County general fund, violations account (Fund: 1101; Dept: 580701; Program: 000000; Account: 313107).

County Manager Comments

No additional comments.

Last Previous Action

On October 20, 2009, the Ramsey County Board approved adoption of the most recent revisions to the Ramsey County Administrative Ordinance (Ordinance 2009-362).

Attachments

1. Public Notice
2. Summary of Amendments to the Ramsey County Administrative Ordinance
3. Redlined amendments to the Ramsey County Administrative Ordinance
4. Clean Amendments to the Ramsey County Administrative Ordinance
5. Summary of Community Engagement by Public Health
6. Schedule of Events

**NOTICE OF PUBLIC HEARING
RAMSEY COUNTY
BOARD OF COMMISSIONERS**

Notice is hereby given by the Ramsey County Board of Commissioners that a public hearing will be held on November 9, 2021, at 9:00 a.m., or as soon thereafter as possible, in the Council Chambers of the Ramsey County Court House (located at 15 W Kellogg Blvd, St Paul, MN 55102), with regard to amendments to the Ramsey County Administrative Ordinance in order to afford the public an opportunity to comment on the ordinance amendments.

Food establishments, public swimming pools, hotels, manufactured home parks, solid waste haulers and facilities, hazardous waste generators and facilities, and other businesses are regulated by county ordinances. The Ramsey County Administrative Ordinance broadly sets the rules for enforcement and penalties of all other county ordinances.

Under the current administrative ordinance, the first penalty for breaking the rules is a misdemeanor citation. This includes a fine and is considered a crime. The person who receives the misdemeanor citation then has a criminal record.

Ramsey County is proposing to add a step of enforcement as an alternative to a misdemeanor (criminal) citation. The proposed step would be an administrative (civil) citation; it includes a fine only and would not be considered a crime nor create a criminal record.

Materials related to this proposed change and the community engagement feedback compilation and analysis can be found at: <https://www.ramseycounty.us/your-government/ordinances-regulations/public-health-ordinance-changes>.

Persons who intend to testify are requested to sign-up by emailing chiefclerk@co.ramsey.mn.us prior to November 9, 2021 or may contact the Chief Clerk – County Board at (651) 266-8014.

Summary of Amendments to the Ramsey County Administrative Ordinance

- The Ramsey County Administrative Ordinance is a general ordinance that applies to various activities that Ramsey County regulates. It provides a framework for licensing procedures, variances, inspections, enforcement, and hearings.
- The proposed amendments introduce a new enforcement tool for use by county departments.
- The amendments to the Administrative Ordinance would authorize the use of administrative (civil) citations as an alternative to the use of misdemeanor (criminal) citations.
- Section 6.00 of the Administrative Ordinance authorizes various enforcement tools currently available to county departments to use when county ordinances are violated.
 - They include misdemeanor citations, license suspension or revocation, injunctive relief, or civil action to recover costs.
 - Except for misdemeanor citations, the enforcement mechanisms are typically long and drawn out, and are costly to both the county and violator.
- The use of misdemeanor citations is a problem for two reasons.
 - First, it makes the violator a criminal and the process takes the violator through the state’s criminal court system. For many violations this is a severe option.
 - Second, the state Bureau of Criminal Apprehension revised the citation administration process in recent years, making it an electronic system, and restricting access and the ability to issue citations. This is an impractical method of enforcement.
- The proposed amendments create an administrative citation process that is very similar to the use of misdemeanor citations but decriminalizes the citations and takes the violator through county administrative process rather than the state court system.
- The proposed amendments create the steps for issuing and processing citations, how a person receiving an administrative citation can respond (pay a penalty or seek a hearing), refers to a penalty schedule (adopted in separate action by the county board), and outlines the process for appealing the citation through a hearing process.
- Other local jurisdictions in Ramsey County already use this enforcement mechanism, including the cities of Maplewood, Roseville, Shoreview, White Bear Lake, and the city of Saint Paul is considering it.
- It is expected that these amendments would be used mostly by the Public Health Department, which has procedures in place to assure compliance with ordinances, the last step of which is enforcement action.
- A specific ordinance summary follows:

Section 6.02.A Misdemeanor Citations – misdemeanor citations separated into a standalone category.

Section 6.02.B Administrative Citations – an administrative citation option for ordinance enforcement is added.

Section 6.02.B.1 Purpose and Findings – explanation of the purpose for adding administrative

citation:

- While criminal fines and penalties have been the most typical enforcement mechanism, there are certain negative consequences for both the County and the accused.
- The delay inherent in that system does not ensure prompt resolution.
- Some administrative regulation violations need not always be treated as a criminal offense.
- The higher burden of proof and the potential of incarceration do not appear appropriate for most administrative violations.
- The criminal process does not always regard Ramsey County Ordinance violations as being important.

Section 6.02.B.2 Administrative Citations and Civil Penalties – identifies which sections of the administrative ordinance cover administrative citations and civil penalties.

Section 6.02.B.3 General provisions – A violation of county ordinance is subject to administrative citation and civil penalties. Each separate day a violation takes place is considered a unique violation, and subject to a new administrative citation.

Section 6.02.B.4 Civil Penalties – penalties, or the payment for a citation for a violation, are established by the Ramsey County Board by resolution and will be submitted for annual review and approval.

Section 6.02.B.5 Administrative Citation – specifies who can issue an administrative citation, what information must be included with the citation, and how it must be delivered to the person cited.

Section 6.02.B.5.a Response to Citation – provides options a cited person has for responding to a citation. There are two options:

- Admit the violation stated in the citation and agree to pay the fine.
- Deny the violation stated in the citation and request a hearing.

Section 6.02.B.6 Administrative Citation Hearing – title added; the details in this section describe how hearings are held.

Section 6.02.B.6.a Hearing Officers – the county must create a list of hearing officers to which a hearing request will be assigned, hearing officers must not be employees of the county and must be evaluated for their performance by persons cited and county staff, and reports on hearing officers must be provided to the County Board.

Section 6.02.B.6.a.I Removal of Hearing Officer – creates a system to replace a hearing officer if there are concerns about the assigned hearing officer by the person cited or by the county.

Section 6.02.B.6.b Request for Hearing – the county must respond to a hearing request within

two business days, assign the case to a hearing officer, notify the person cited and the hearing officer it has been assigned, and the hearing officer has up to 20 business days to schedule the hearing meeting.

Section 6.02.B.6.c Citation Materials – the county must send information about the citation to the hearing officer when the case is assigned to them, and the hearing officer must send that information to the person cited at least three business days before the hearing meeting.

Section 6.02.B.6.d Notice of Hearing – the hearing officer must provide at least 10 business days of notice to the county and cited person before the scheduled hearing meeting date.

Section 6.02.B.6.e Hearing – specifies the hearing meeting procedures and hearing officer responsibilities during the hearing meeting.

Section 6.02.B.6.f Decision/Findings – the hearing officer must decide the case and notify parties about the findings within five business days after the hearing meeting and provides references to other state laws that a cited person may follow to continue a judicial appeal if desired.

Section 6.02.B.6.g – describes consequences if a cited person fails to attend a hearing and provides certain reasons that missing a scheduled hearing meeting may be excused.

Section 6.02.B.7 Payment Following Finding of Violation – the civil penalty must be paid within 20 business days after a hearing officer's finding of a violation and the hearing officer cannot adjust civil penalties in the case of a violation.

Section 6.02.B.8 Recovery of Civil Penalties –the ways the county may collect a civil penalty include a property lien, collections, and late fees for non-payment.

Section 6.02.B.9 Criminal Penalties – establishes two reasons that an administrative citation may become a crime: 1) not attending a requested hearing and 2) not paying a civil penalty. This section also establishes that if a hearing officer found that no violation occurred, the county cannot continue with criminal prosecution for the same issue.

Section 6.02.C Issuance – adds the two types of citations (administrative and criminal) to the existing language describing to whom a citation is to be issued.

RAMSEY COUNTY ADMINISTRATIVE ORDINANCE

"The County Board of Ramsey County ordains:"

1.00 APPLICATION OF ORDINANCE

- 1.01 Application: The provisions of this Ordinance shall apply to all activities, conditions, premises and persons within the County of Ramsey, which are regulated by Ramsey County.
- 1.02 Other Provisions: If provisions of a Ramsey County Ordinance conflict with provisions of this Ordinance, the more restrictive provisions shall prevail. If neither provision is more restrictive, the provision in the program-specific Ordinance shall prevail.

2.00 DEFINITIONS

The following words and phrases, when used in this Ordinance, unless the context clearly indicates otherwise, shall have the meaning ascribed to them in this section.

- 2.01 County: shall mean the County of Ramsey.
- 2.02 County Board: shall mean the Board of Ramsey County Commissioners and their authorized representatives.
- 2.03 Department: shall mean a separate part, division, bureau, sub-unit or branch of Ramsey County authorized by the County Board to carry out or enforce any provision of a County Ordinance.
- 2.04 Fees: shall mean any and all fees assessed by the Department for the regulated activity, including, but not limited to: license fees, application fees, penalties for late renewals, state program fees, review fees and mandated surcharges.
- 2.05 License: shall mean the whole or part of any permit, certificate, approval, registration, or similar form of permission or renewal required by a County Ordinance or State Law administered by the County for the operation of any business, service or facility. The term "license" shall not include any license, lease or permit issued by any County Department solely for the use of any County property or facility by the licensee.
- 2.06 Licensee: shall mean the person who has been given the authority by the issuance of a license by the Department to establish, operate, and/or maintain a facility or activity regulated by County Ordinances.
- 2.07 Person: shall mean any human being, any municipality or other governmental or political subdivision or other public agency, any public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, employee, or other legal representative of any of the foregoing, or any other legal entity.

3.00 UNLAWFUL ACTIVITIES

- 3.01 It is unlawful for any person:
 - A. To engage in any activity, trade, profession, business, or privilege or to operate any site, facility or establishment for which a license is required by any provision of a County Ordinance unless such person has first obtained such license.
 - B. To engage in any activity, trade, profession, business or privilege or operate any site, facility, or

establishment in Ramsey County for which a license is required by any provision of a County Ordinance when any license granted for the conduct of such activity, trade, profession, business or privilege or operation of such site, facility or establishment has been revoked or suspended.

- C. Who possesses a valid license issued pursuant to County Ordinance to engage in any such activity, or operate any such licensed facility, establishment, profession, business, or privilege in such a way as to knowingly violate any requirement of any Ramsey County Ordinance applicable to such activity, trade, profession, business, privilege, site, facility or establishment.
- D. To fail or refuse to correct any condition or method of operation, which violates any Ramsey County Ordinance applicable to the conduct of any licensed activity, trade, profession, business, privilege, site, facility, or establishment after being ordered to do so by the County.

4.00 LICENSING PROCEDURES

Unless provided for by other County Ordinances, the procedure for application for issuance, denial, suspension, or revocation of any license required by County Ordinance shall be as set forth herein.

- 4.01 Application: Application for a license or license renewal shall be made to the Department and shall be on forms furnished by the Department. The application shall not be considered complete until the Department has received all information required.
- 4.02 Financial Assurance and Insurance: Issuance of any license pursuant to the provisions of any County Ordinance shall be contingent upon the applicant furnishing to the County financial assurance in a form and amount to be determined by the County. The applicant shall also furnish to the County certificates of insurance issued by insurers duly licensed with the State of Minnesota in the types and amounts specified by the County.
- 4.03 Payment of Fee: The fees required for a license shall be paid to the County in the manner specified by the Department. Unless otherwise provided by the County Board, no license fee shall be prorated for a portion of a year and no license fee shall be refunded. No license shall be issued until all required fees have been paid in full.
- 4.04 Penalty for Late Payment: Every person who submits payment for an initial or renewal license after the due date specified by the Department shall be subject to the following penalty:
 - A. If the payment is submitted one to thirty days late, a twenty-five percent (25%) penalty, with a minimum penalty of twenty-five dollars (\$25.00).
 - B. If the payment is submitted more than thirty days from the due date,
 - 1. the license application may be denied,
 - 2. the activity for which a license is required shall cease, and
 - 3. if a new license is approved within one calendar year of the denial date, the fee shall consist of the amount set forth for new licenses, plus the late penalty fee that was not paid for the previous application.
- 4.05 Issuance or Denial of License: Unless otherwise provided in the Ordinance under which a license is issued, and except in the initial licensing of solid waste transfer stations as provided herein, the Department shall have thirty (30) days after receipt of a complete application to grant or renew a license.
 - A. When a license is denied, the Department shall state the basis for its decision and the notice of its decision shall be served on the applicant either personally or by certified mail at the address designated in the license application. The denial shall become effective on the eleventh (11th) County working day

after service of the notice unless prior to that date the applicant has either paid the required fees or requested a hearing. Any request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance and any such hearing shall be conducted pursuant to Section 7.00 of this Ordinance.

- B. Prior to issuing an initial license for a solid waste transfer station the Department shall commence a 30-day public comment period, seeking written comments from the public. A comment period shall begin only after the Department has determined that the license application is complete. The Department shall notify the appropriate local government and landowners within 350 feet of the property boundary of the proposed transfer station. The applicant must include the names of landowners within 350 feet of the property boundary in the license application. If requested by members of the public to hold a public meeting or the municipality or planning district council in which the proposed facility is located, and if the municipality or Minnesota Pollution Control Agency does not hold a public meeting, then, following the 30-day comment period, the Department will host a public meeting for the purpose of taking comments on the application. Following the comment period the Department will prepare a written summary of the comments. The Department will issue or deny the license within thirty days of the later of the close of the comment period or the date of the hearing.

4.06 Suspension: Any license required under County Ordinance may be suspended by the Department for violation of any provision of any County Ordinance.

- A. Upon written notice to the licensee said license may be suspended by the Department until the violation is corrected but in no event for longer than sixty (60) days.
- B. Such suspension shall not occur earlier than ten working days after written notice of suspension has been served on the licensee either personally or by certified mail at the address designated in the license application. The notice shall contain the effective date of the suspension, the nature of the violation or violations constituting the basis for the suspension, the facts which support the conclusion that a violation or violations have occurred, and that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.

4.07 Summary Suspension: If the Department finds that there is an imminent risk of substantial harm to the public health, safety, or welfare it may summarily suspend a license.

- A. Written notice of such summary suspension shall be served on the licensee personally or by certified mail at the address designated in the license application. In addition, the Department may post copies of the notice of summary suspension of the license on the licensed facility or property being used for the licensed activity. Said posting shall constitute the notice required under this section.
- B. The notice shall state the nature of the violation requiring emergency action, the facts which support the conclusion that a violation or violations have occurred, and a statement that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.
- C. The summary suspension shall not be stayed pending review by the Department or an appeal to the County Board.

4.08 Suspensions, Re-inspections: Upon written notification from the licensee that all the violations for which a license was suspended have been corrected, the Department shall re-inspect the facility or activity within a reasonable length of time. If the violations constituting the grounds for the suspension have been corrected, the Department shall immediately dismiss the suspension by written notice, which shall be served upon the licensee either personally or by certified mail at the address designated in the license application.

4.09 Revocation: Any license granted pursuant to a County Ordinance may be revoked by the Department for violation of a material provision of any County Ordinance.

- A. Revocation shall not occur earlier than ten (10) County working days from the time that written notice

of revocation is served on the licensee or, if a hearing is requested, until written notice of the County Board action has been served on the licensee.

- B. The notice shall state the violation(s) constituting the basis for the revocation, the facts which support the conclusion that a violation or violations have occurred, and a statement that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.

4.10 Variance

- A. Variance Permitted: If, because of exceptional circumstance, the strict enforcement of any provision of a Ramsey County Ordinance would cause unnecessary hardship, or that strict conformity with an Ordinance would be unreasonable, impractical, or not feasible a variance may be granted by the Department.
- B. Variance Conditions: A variance may be granted upon findings by the Department that:
 - 1. The conditions causing the hardship are unique to the property, applicant, or licensee.
 - 2. The variance is proved necessary in order to secure for the applicant a right or rights enjoyed by other persons in the same area or district.
 - 3. Granting the variance will not be contrary to public interest or adverse to the rights of other persons similarly situated or properties in the same area or district.
 - 4. Granting the variance will not be detrimental to the public health, safety, and welfare.
 - 5. No variance shall be granted simply because there are no objections, because those who do not object outnumber those who do, or for any reason other than a proved hardship.
- C. Informal Administrative Hearing: Unless otherwise provided, the Department shall conduct an informal administrative hearing within thirty (30) days of receipt of an application for variance. The applicant or his/her designated representative shall attend the hearing and present the facts or conditions upon which the application for variance is based. The Department shall prepare a written decision, with its reasons therefore, and serve it on the applicant personally or by certified mail by the close of business on the tenth (10th) County working day following the hearing.
- D. Request for Formal Hearing: In the event that the Department decides to deny the application for variance, the applicant may request a formal hearing. The request shall be in writing stating the grounds upon which the request is based and served personally or by certified mail on the Department by the close of business on the tenth (10th) County working day after the Department's decision was placed in the United States mail or personally served upon the applicant. The hearing shall be conducted pursuant to Section 7.00 of this Ordinance.

5.00 INSPECTION

5.01 Routine Inspections: Routine inspection and evaluation of activities, trades, professions, businesses, privileges, sites, facilities and establishments shall be made by the Department with such frequency as to insure consistent compliance by the applicant or licensee with the provisions of the County Ordinance. Inspections consist of the physical presence of Department staff at a site or facility for the purpose of observing and evaluating existing conditions and past occurrences, in order to determine the degree of compliance with existing Ordinances, rules, regulations and standards. As deemed necessary by staff, the scope of an inspection may include, but is not limited to the following:

- 1. reviewing files, records, plans, and other documents, in both paper and electronic form;
- 2. physical access to all areas of a site or facility;

3. collecting environmental samples, including, but not limited to, samples of air, water, food, soil, products, bi-products, and wastes; and
4. taking photographs and recording by video, audio, or other electronic means.

The licensee shall allow free access to authorized representatives of the County or any other governmental agency at any reasonable time for the purpose of making such inspections as may be necessary to determine compliance with the requirements of County Ordinances, or any other applicable statute, Ordinance, or regulation. Failure of the applicant or licensee to permit such inspection shall be grounds for revocation, suspension, or denial of a license. The licensee shall be provided with written and documented notice of any deficiencies, requirements for their correction, and the date when the corrections shall be accomplished.

- 5.02 **Right of Entry:** Whenever necessary to make an inspection to enforce any provision of a County Ordinance, the Department or its authorized agent may enter any building, premises, or property in or upon which a regulated activity takes place at all reasonable times to inspect the same or to perform any duty incumbent upon the Department, provided that if such building, premises, or property be occupied, the authorized agent shall first present proper credentials and request entry; and if such building, premises, or property be unoccupied, the Department shall first make a reasonable effort to locate the owner or other persons having charge or control thereof and request entry. If such entry is refused, the Department shall have recourse to every remedy provided by law to secure entry, including administrative warrants.
- 5.03 **Authorization to Issue Orders:** Whenever the Department or its authorized agents find any unlawful or dangerous condition or activity it may issue such orders as may be necessary to protect the public health, safety, or welfare.
- 5.04 **Compliance Required:** The owner, operator, or other person responsible for the condition or violation to which the order or notice pertains shall comply with any order issued by the Department within such time as determined by the Department. If the building, premises, or property is owned by one person and occupied by another and the order or notice requires immediate compliance such order or notice shall be served on the owner and occupant and both the owner and the occupant shall ensure compliance with the order or notice.

6.00 **ENFORCEMENT**

- 6.01 **Misdemeanor:** Any person who violates a Ramsey County Ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided by law. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.
- 6.02 **Citations:** Any person charged with the responsibility of administration and enforcement of any Ramsey County Ordinance shall have the power to issue citations for violations thereof.

A. Form of Misdemeanor Citations: Misdemeanor Citations shall be in a form as may be approved from time to time by the Judges of the Second Judicial District.

B. Administrative Citations:

- 1. Purpose and Findings.** The County Board finds that there is a need for alternative methods of enforcing the provisions of Ramsey County Ordinances. While criminal fines and penalties have been the most typical enforcement mechanism, there are certain negative consequences for both the County and the accused. The delay inherent in that system does not ensure prompt resolution. Some administrative regulation violations need not always be treated as a criminal offense. The higher burden of proof and the potential of incarceration do not appear appropriate for most administrative violations. The criminal process does not always regard Ramsey County Ordinance violations as being important. Accordingly, the County Board finds that the use of administrative citations and the imposition of civil penalties is a legitimate and necessary alternative method of enforcement. This method of enforcement is in addition to any other legal remedy that may be pursued for Ramsey County Ordinance violations.

- 2. Administrative Citations and Civil Penalties.** This Section governs administrative citations and civil penalties for violations of Ramsey County Ordinances.
- 3. General provisions.** A violation of Ramsey County Ordinances is subject to administrative citation and civil penalties. Each day a violation exists constitutes a separate offense.
- 4. Civil Penalties.** Penalties for violation of County Ordinances shall be established by resolution of the County Board. A schedule of civil penalties for violation of specific provisions within county Ordinances shall be presented to the Board annually upon its consideration of County fees, and initially upon adoption of amendment to the Administrative Ordinance establishing authority for Administrative Citations.
- 5. Administrative Citation.** The Department may issue an administrative citation upon the finding that an Ordinance violation has occurred. The citation must be issued in person or by U.S. mail to the property owner and/or person responsible for the violation offense at the last known address. The citation must state the date, time, and nature of the offense, the name of the issuing person, the amount of the scheduled civil penalty, and the manner for paying the civil penalty or appealing the citation.

 - a) Response to Citation.** A recipient shall respond to the citation within fifteen (15) County working days of receipt. The recipient may:

 - I. Admit the violation stated in the citation and agree to pay the fine. Payment of the civil penalty constitutes admission of the violation.**
 - II. Deny the violation stated in the citation and request a hearing.**
- 6. Administrative Citation Hearing.**

 - a) Hearing Officers.** The County shall maintain a list of hearing officers under contract and available to conduct hearings on the merits of an administrative citation, if requested by a recipient. A Hearing Officer is a public officer as those terms are defined by Minnesota Statutes Chapter 609.415. The hearing officer must not be a County employee. The Ramsey County Manager or their designee must establish a procedure for evaluating the competency of the hearing officers, including comments from accused violators and County staff. These reports must be provided to the County Board.

 - I. Removal of Hearing Officer.** The recipient will have the right to request, no later than five (5) days before the date of the hearing, that the assigned hearing officer be removed from the case. One request for each case will be granted automatically by the Ramsey County Manager or their designee. A subsequent request must be directed to the assigned hearing officer who will decide whether he or she can fairly and objectively review the case. The Ramsey County Manager or their designee may remove a hearing officer only by requesting that the assigned hearing officer find that he or she cannot fairly and objectively review the case. If such a finding is made, the officer shall remove himself or herself from the case, and the Ramsey County Manager or their designee will assign another hearing officer.
 - b) Request For Hearing.** If the recipient responds by requesting a hearing, the Department shall acknowledge receipt of the request for hearing to the recipient within two (2) County working days, and shall also request that the recipient indicate the preferred manner to receive future notices and material, either by U.S. mail or e-mail. The Department shall assign the case to a hearing officer on the list. The Department shall notify the hearing officer, the recipient, and the issuing person of the assignment in writing. The hearing officer shall schedule a hearing within twenty (20) County working days of receiving the notice. Any delays in holding the hearing

by the hearing officer shall be reported to the Department by the hearing officer.

- c) **Citation Materials.** At assignment, the Department shall transmit a copy of the citation and all materials relating to the citation to the hearing officer. The hearing officer shall transmit a copy of any materials received to the recipient at the earliest opportunity but no later than three (3) County working days in advance of the hearing.
- d) **Notice of Hearing.** Notice of the hearing must be served on the person responsible for the violation at least ten (10) County working days in advance, unless a shorter time is accepted by all parties. Service of the Notice will be by the method preferred by the recipient and will be complete upon mailing.
- e) **Hearing.** At the hearing, the hearing officer shall receive the testimony of any witnesses, witness statements, and comments presented by the person cited. The hearing officer will consider these items alongside the materials submitted by the issuing person and may weigh the evidence and make credibility determinations to the best of the hearing officer's ability. The hearing officer is not required to apply the rules of evidence in making determinations about the evidence presented. The issuing person is not required to attend the hearing.
- f) **Decision/Findings.** After considering all of the evidence submitted, the hearing officer shall determine, by a preponderance of the evidence, whether the person cited did or did not violate the Ordinance identified in the citation. The hearing officer shall make written findings supporting the determination and transmit them to the cited person and the Department within five (5) County working days of closing the hearing. The decision of the hearing officer is final without any further right of administrative appeal. Upon exhaustion of county administrative appeal rights, the cited person may pursue judicial appellate rights as allowed by Minnesota Statutes Chapter 606 or other applicable law.
- g) Failure to attend the hearing constitutes a waiver of the violator's rights to an administrative hearing and an admission of the violation. A hearing officer may waive this result upon good cause shown. Examples of "good cause" are: death or incapacitating illness of the accused; a court order requiring the accused to appear for another hearing at the same time; and lack of proper service of the citation or notice of the hearing. "Good cause" does not include: forgetfulness and intentional delay.

- 7. **Payment Following Finding of Violation.** If the hearing officer finds a violation, the civil penalty for the Ordinance Violation is due within twenty (20) County working days of the date the findings are sent to the recipient. The hearing officer may not alter or reduce the civil penalty for any offense or combine multiple offenses into a single civil penalty. Payment of civil penalties due shall be made in the manner specified by the Ramsey County Manager or their designee.
- 8. **Recovery of Civil Penalties.** If a civil penalty is not paid within the time specified, the County has the authority to take the following actions:
 - a) A lien may be assessed against the property and collected in the same manner as taxes.
 - b) A personal obligation may be collected by appropriate legal means.
 - c) A late payment fee of 10 percent of the civil penalty may be assessed for each 30-day period, or part thereof, that the fine remains unpaid after the due date.
- 9. **Criminal Penalties.** The following are misdemeanors, punishable in accordance with State Law: (i) failure, without good cause, to appear at a hearing that was scheduled under Ramsey County Administrative Ordinance, Section 6.02 (B)(5) (d); (ii) failure to pay a civil penalty

imposed by a hearing officer within twenty (20) County working days after it was imposed, or such other time as may be established by the hearing officer.

If the final adjudication in the administrative penalty procedure is a finding of no violation, then the Department may not prosecute a criminal violation in district court based on the same set of facts. This does not preclude the Department from pursuing a criminal conviction for a violation of the same provision based on a different set of facts. A different date of violation will constitute a different set of facts.

C. Issuance: ~~The Administrative or Criminal Citations~~ shall be issued to the person charged with the violation, or in the case of a corporation or municipality, to any officer or agent expressly or implicitly authorized to accept such issuance.

6.03 Other Actions: Other actions may be taken as follows:

A. In the event of a violation or a threat of violation of any Ramsey County Ordinance, the Ramsey County Attorney may take appropriate action to enforce the Ordinance including application for injunctive relief or other appropriate action to prevent, restrain, correct, or abate violations or threatened violations.

B. If a licensee, owner, or operator of any activity, trade profession, business, privilege, site, facility or establishment fails to comply with an applicable Ramsey County Ordinance, the County may take the necessary steps to correct such violations. The costs thereof may be recovered in a civil action or may be certified, at the discretion of the County Board, to the Director of the Department of Property Taxation as a special assessment against the real property on which the violation occurred.

7.00 HEARINGS

7.01 Right to a Hearing: A licensee or applicant may contest the following Departmental actions by requesting a hearing: denial of a license; denial of renewal of a license; suspension of a license; summary suspension of a license; revocation of a license; or denial of a request for variance.

7.02 Request for a Hearing: The request for a hearing shall be in writing and specifically state the grounds for appeal. The request shall be served personally or by certified mail on the Department by the close of business on the tenth (10th) County working day following service of the notice of the Departmental action by the County on the applicant or licensee. Failure to request a hearing in a timely manner will result in a forfeiture of the right to appeal or seek review of the County's action.

7.03 Public Hearings to be Held: The hearing shall be held before the County Board, or a hearing examiner as provided below, and shall be open to the public.

7.04 Timelines for Holding Hearings: Requests for extensions of time must be in writing and directed to the Chair of the County Board. Unless an extension is granted, the hearing will commence no later than forty-five (45) calendar days after the date of service of the request for a hearing on the County, exclusive of the date of service.

7.05 Hearing Notice: Notice of the time and place of hearing shall be mailed to the applicant or licensee at least fifteen (15) working days prior to the hearing.

7.06 Hearing Examiner: The County Board may appoint a hearing examiner to conduct the hearing and to make proposed findings of fact, conclusions, and recommendations to the County Board, which shall be submitted in a written report. The County Board may adopt, modify, or reject the recommendations.

7.07 Conduct of Hearing: The applicant or licensee may be represented by counsel. All parties shall have an opportunity to respond to and present evidence, cross-examine witnesses, and present argument. The County Board or hearing examiner may also examine witnesses.

- 7.08 Burden of Proof: The Department shall have the burden of proving its position by a preponderance of the evidence, unless a different burden is established by law.
- 7.09 Evidence: All evidence which possesses probative value, including hearsay, may be admitted if it is the type of evidence on which prudent persons are accustomed to relying upon in the conduct of their serious affairs.
- 7.10 Failure to Appear: If the applicant or licensee fails to appear at the hearing in person or by counsel, the right to a hearing shall be forfeited.

8.00 SEVERABILITY

It is hereby declared to be the intention of the County Board that the several provisions of this Ordinance be severable in accordance with the following:

- 8.01 If any court of competent jurisdiction shall adjudge any provisions of this Ordinance to be invalid, such judgment shall not affect any other provisions of the Ordinance not specifically included in said judgment.
- 8.02 If any court of competent jurisdiction shall adjudge the application of any provision of this Ordinance to a particular person, site, facility or operation, such judgment shall not affect the application of said provision to any other person, site, facility, or operation not specifically included in said judgment.

9.00 PROVISIONS ACCUMULATIVE

The provisions of the Ordinance are cumulative and are additional limitations upon all other laws and Ordinances heretofore passed or which may be passed hereafter covering any subject matter in this Ordinance.

10.00 NO CONSENT

Nothing contained in the Ordinance shall be deemed to be consent, license, or permit to locate, construct, or maintain any site, facility, or establishment, or carry on any activity, trade, or profession.

11.00 EFFECTIVE DATE

This Ordinance shall be effective upon passage by the County Board and its publication in accordance with law.

FURTHER RESOLVED, That the foregoing Administrative Ordinance supersedes the original Administrative Ordinance passed by the County Board on February 23, 1981 (Resolution #81-166) and amended by the County Board on September 17, 1991 (Resolution #91-531), December 10, 1996 (Resolution #96-521), and March 13, 2001 (Resolution #2001-79), and October 20, 2009 (Resolution #2009-362).

~~Adopted by the Board of Ramsey County Commissioners this 20th day of October 2009, by Resolution #2009-362.~~

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- DATE OF PUBLIC HEARING:
- DATE OF PASSAGE BY COUNTY BOARD:
- DATE OF PUBLICATION:
- EFFECTIVE DATE OF ORDINANCE:

RAMSEY COUNTY ADMINISTRATIVE ORDINANCE

"The County Board of Ramsey County ordains:"

1.00 APPLICATION OF ORDINANCE

- 1.01 Application: The provisions of this Ordinance shall apply to all activities, conditions, premises and persons within the County of Ramsey, which are regulated by Ramsey County.
- 1.02 Other Provisions: If provisions of a Ramsey County Ordinance conflict with provisions of this Ordinance, the more restrictive provisions shall prevail. If neither provision is more restrictive, the provision in the program-specific Ordinance shall prevail.

2.00 DEFINITIONS

The following words and phrases, when used in this Ordinance, unless the context clearly indicates otherwise, shall have the meaning ascribed to them in this section.

- 2.01 County: shall mean the County of Ramsey.
- 2.02 County Board: shall mean the Board of Ramsey County Commissioners and their authorized representatives.
- 2.03 Department: shall mean a separate part, division, bureau, sub-unit or branch of Ramsey County authorized by the County Board to carry out or enforce any provision of a County Ordinance.
- 2.04 Fees: shall mean any and all fees assessed by the Department for the regulated activity, including, but not limited to: license fees, application fees, penalties for late renewals, state program fees, review fees and mandated surcharges.
- 2.05 License: shall mean the whole or part of any permit, certificate, approval, registration, or similar form of permission or renewal required by a County Ordinance or State Law administered by the County for the operation of any business, service or facility. The term "license" shall not include any license, lease or permit issued by any County Department solely for the use of any County property or facility by the licensee.
- 2.06 Licensee: shall mean the person who has been given the authority by the issuance of a license by the Department to establish, operate, and/or maintain a facility or activity regulated by County Ordinances.
- 2.07 Person: shall mean any human being, any municipality or other governmental or political subdivision or other public agency, any public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, employee, or other legal representative of any of the foregoing, or any other legal entity.

3.00 UNLAWFUL ACTIVITIES

- 3.01 It is unlawful for any person:
 - A. To engage in any activity, trade, profession, business, or privilege or to operate any site, facility or establishment for which a license is required by any provision of a County Ordinance unless such person has first obtained such license.
 - B. To engage in any activity, trade, profession, business or privilege or operate any site, facility, or

establishment in Ramsey County for which a license is required by any provision of a County Ordinance when any license granted for the conduct of such activity, trade, profession, business or privilege or operation of such site, facility or establishment has been revoked or suspended.

- C. Who possesses a valid license issued pursuant to County Ordinance to engage in any such activity, or operate any such licensed facility, establishment, profession, business, or privilege in such a way as to knowingly violate any requirement of any Ramsey County Ordinance applicable to such activity, trade, profession, business, privilege, site, facility or establishment.
- D. To fail or refuse to correct any condition or method of operation, which violates any Ramsey County Ordinance applicable to the conduct of any licensed activity, trade, profession, business, privilege, site, facility, or establishment after being ordered to do so by the County.

4.00 LICENSING PROCEDURES

Unless provided for by other County Ordinances, the procedure for application for issuance, denial, suspension, or revocation of any license required by County Ordinance shall be as set forth herein.

- 4.01 Application: Application for a license or license renewal shall be made to the Department and shall be on forms furnished by the Department. The application shall not be considered complete until the Department has received all information required.
- 4.02 Financial Assurance and Insurance: Issuance of any license pursuant to the provisions of any County Ordinance shall be contingent upon the applicant furnishing to the County financial assurance in a form and amount to be determined by the County. The applicant shall also furnish to the County certificates of insurance issued by insurers duly licensed with the State of Minnesota in the types and amounts specified by the County.
- 4.03 Payment of Fee: The fees required for a license shall be paid to the County in the manner specified by the Department. Unless otherwise provided by the County Board, no license fee shall be prorated for a portion of a year and no license fee shall be refunded. No license shall be issued until all required fees have been paid in full.
- 4.04 Penalty for Late Payment: Every person who submits payment for an initial or renewal license after the due date specified by the Department shall be subject to the following penalty:
 - A. If the payment is submitted one to thirty days late, a twenty-five percent (25%) penalty, with a minimum penalty of twenty-five dollars (\$25.00).
 - B. If the payment is submitted more than thirty days from the due date,
 - 1. the license application may be denied,
 - 2. the activity for which a license is required shall cease, and
 - 3. if a new license is approved within one calendar year of the denial date, the fee shall consist of the amount set forth for new licenses, plus the late penalty fee that was not paid for the previous application.
- 4.05 Issuance or Denial of License: Unless otherwise provided in the Ordinance under which a license is issued, and except in the initial licensing of solid waste transfer stations as provided herein, the Department shall have thirty (30) days after receipt of a complete application to grant or renew a license.
 - A. When a license is denied, the Department shall state the basis for its decision and the notice of its decision shall be served on the applicant either personally or by certified mail at the address designated in the license application. The denial shall become effective on the eleventh (11th) County working day

after service of the notice unless prior to that date the applicant has either paid the required fees or requested a hearing. Any request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance and any such hearing shall be conducted pursuant to Section 7.00 of this Ordinance.

- B. Prior to issuing an initial license for a solid waste transfer station the Department shall commence a 30-day public comment period, seeking written comments from the public. A comment period shall begin only after the Department has determined that the license application is complete. The Department shall notify the appropriate local government and landowners within 350 feet of the property boundary of the proposed transfer station. The applicant must include the names of landowners within 350 feet of the property boundary in the license application. If requested by members of the public to hold a public meeting or the municipality or planning district council in which the proposed facility is located, and if the municipality or Minnesota Pollution Control Agency does not hold a public meeting, then, following the 30-day comment period, the Department will host a public meeting for the purpose of taking comments on the application. Following the comment period the Department will prepare a written summary of the comments. The Department will issue or deny the license within thirty days of the later of the close of the comment period or the date of the hearing.

4.06 Suspension: Any license required under County Ordinance may be suspended by the Department for violation of any provision of any County Ordinance.

- A. Upon written notice to the licensee said license may be suspended by the Department until the violation is corrected but in no event for longer than sixty (60) days.
- B. Such suspension shall not occur earlier than ten working days after written notice of suspension has been served on the licensee either personally or by certified mail at the address designated in the license application. The notice shall contain the effective date of the suspension, the nature of the violation or violations constituting the basis for the suspension, the facts which support the conclusion that a violation or violations have occurred, and that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.

4.07 Summary Suspension: If the Department finds that there is an imminent risk of substantial harm to the public health, safety, or welfare it may summarily suspend a license.

- A. Written notice of such summary suspension shall be served on the licensee personally or by certified mail at the address designated in the license application. In addition, the Department may post copies of the notice of summary suspension of the license on the licensed facility or property being used for the licensed activity. Said posting shall constitute the notice required under this section.
- B. The notice shall state the nature of the violation requiring emergency action, the facts which support the conclusion that a violation or violations have occurred, and a statement that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.
- C. The summary suspension shall not be stayed pending review by the Department or an appeal to the County Board.

4.08 Suspensions, Re-inspections: Upon written notification from the licensee that all the violations for which a license was suspended have been corrected, the Department shall re-inspect the facility or activity within a reasonable length of time. If the violations constituting the grounds for the suspension have been corrected, the Department shall immediately dismiss the suspension by written notice, which shall be served upon the licensee either personally or by certified mail at the address designated in the license application.

4.09 Revocation: Any license granted pursuant to a County Ordinance may be revoked by the Department for violation of a material provision of any County Ordinance.

- A. Revocation shall not occur earlier than ten (10) County working days from the time that written notice

of revocation is served on the licensee or, if a hearing is requested, until written notice of the County Board action has been served on the licensee.

- B. The notice shall state the violation(s) constituting the basis for the revocation, the facts which support the conclusion that a violation or violations have occurred, and a statement that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.

4.10 Variance

- A. Variance Permitted: If, because of exceptional circumstance, the strict enforcement of any provision of a Ramsey County Ordinance would cause unnecessary hardship, or that strict conformity with an Ordinance would be unreasonable, impractical, or not feasible a variance may be granted by the Department.
- B. Variance Conditions: A variance may be granted upon findings by the Department that:
 - 1. The conditions causing the hardship are unique to the property, applicant, or licensee.
 - 2. The variance is proved necessary in order to secure for the applicant a right or right enjoyed by other persons in the same area or district.
 - 3. Granting the variance will not be contrary to public interest or adverse to the rights of other persons similarly situated or properties in the same area or district.
 - 4. Granting the variance will not be detrimental to the public health, safety, and welfare.
 - 5. No variance shall be granted simply because there are no objections, because those who do not object outnumber those who do, or for any reason other than a proved hardship.
- C. Informal Administrative Hearing: Unless otherwise provided, the Department shall conduct an informal administrative hearing within thirty (30) days of receipt of an application for variance. The applicant or his/her designated representative shall attend the hearing and present the facts or conditions upon which the application for variance is based. The Department shall prepare a written decision, with its reasons therefore, and serve it on the applicant personally or by certified mail by the close of business on the tenth (10th) County working day following the hearing.
- D. Request for Formal Hearing: In the event that the Department decides to deny the application for variance, the applicant may request a formal hearing. The request shall be in writing stating the grounds upon which the request is based and served personally or by certified mail on the Department by the close of business on the tenth (10th) County working day after the Department's decision was placed in the United States mail or personally served upon the applicant. The hearing shall be conducted pursuant to Section 7.00 of this Ordinance.

5.00 INSPECTION

- 5.01 Routine Inspections: Routine inspection and evaluation of activities, trades, professions, businesses, privileges, sites, facilities and establishments shall be made by the Department with such frequency as to insure consistent compliance by the applicant or licensee with the provisions of the County Ordinance. Inspections consist of the physical presence of Department staff at a site or facility for the purpose of observing and evaluating existing conditions and past occurrences, in order to determine the degree of compliance with existing Ordinances, rules, regulations and standards. As deemed necessary by staff, the scope of an inspection may include, but is not limited to the following:
 - 1. reviewing files, records, plans, and other documents, in both paper and electronic form;
 - 2. physical access to all areas of a site or facility;

3. collecting environmental samples, including, but not limited to, samples of air, water, food, soil, products, bi-products, and wastes; and
4. taking photographs and recording by video, audio, or other electronic means.

The licensee shall allow free access to authorized representatives of the County or any other governmental agency at any reasonable time for the purpose of making such inspections as may be necessary to determine compliance with the requirements of County Ordinances, or any other applicable statute, Ordinance, or regulation. Failure of the applicant or licensee to permit such inspection shall be grounds for revocation, suspension, or denial of a license. The licensee shall be provided with written and documented notice of any deficiencies, requirements for their correction, and the date when the corrections shall be accomplished.

- 5.02 **Right of Entry:** Whenever necessary to make an inspection to enforce any provision of a County Ordinance, the Department or its authorized agent may enter any building, premises, or property in or upon which a regulated activity takes place at all reasonable times to inspect the same or to perform any duty incumbent upon the Department, provided that if such building, premises, or property be occupied, the authorized agent shall first present proper credentials and request entry; and if such building, premises, or property be unoccupied, the Department shall first make a reasonable effort to locate the owner or other persons having charge or control thereof and request entry. If such entry is refused, the Department shall have recourse to every remedy provided by law to secure entry, including administrative warrants.
- 5.03 **Authorization to Issue Orders:** Whenever the Department or its authorized agents find any unlawful or dangerous condition or activity it may issue such orders as may be necessary to protect the public health, safety, or welfare.
- 5.04 **Compliance Required:** The owner, operator, or other person responsible for the condition or violation to which the order or notice pertains shall comply with any order issued by the Department within such time as determined by the Department. If the building, premises, or property is owned by one person and occupied by another and the order or notice requires immediate compliance such order or notice shall be served on the owner and occupant and both the owner and the occupant shall ensure compliance with the order or notice.

6.00 ENFORCEMENT

- 6.01 **Misdemeanor:** Any person who violates a Ramsey County Ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided by law. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.
- 6.02 **Citations:** Any person charged with the responsibility of administration and enforcement of any Ramsey County Ordinance shall have the power to issue citations for violations thereof.
- A. **Misdemeanor Citations:** Misdemeanor Citations shall be in a form as may be approved from time to time by the Judges of the Second Judicial District.
- B. **Administrative Citations:**
1. **Purpose and Findings.** The County Board finds that there is a need for alternative methods of enforcing the provisions of Ramsey County Ordinances. While criminal fines and penalties have been the most typical enforcement mechanism, there are certain negative consequences for both the County and the accused. The delay inherent in that system does not ensure prompt resolution. Some administrative regulation violations need not always be treated as a criminal offense. The higher burden of proof and the potential of incarceration do not appear appropriate for most administrative violations. The criminal process does not always regard Ramsey County Ordinance violations as being important. Accordingly, the County Board finds that the use of administrative citations and the imposition of civil penalties is a legitimate and necessary alternative method of enforcement. This method of enforcement is in addition to any other legal remedy that may be pursued for Ramsey County Ordinance violations.

2. Administrative Citations and Civil Penalties. This Section governs administrative citations and civil penalties for violations of Ramsey County Ordinances.
3. General provisions. A violation of Ramsey County Ordinances is subject to administrative citation and civil penalties. Each day a violation exists constitutes a separate offense.
4. Civil Penalties. Penalties for violation of County Ordinances shall be established by resolution of the County Board. A schedule of civil penalties for violation of specific provisions within county Ordinances shall be presented to the Board annually upon its consideration of County fees, and initially upon adoption of amendment to the Administrative Ordinance establishing authority for Administrative Citations.
5. Administrative Citation. The Department may issue an administrative citation upon the finding that an Ordinance violation has occurred. The citation must be issued in person or by U.S. mail to the property owner and/or person responsible for the violation offense at the last known address. The citation must state the date, time, and nature of the offense, the name of the issuing person, the amount of the scheduled civil penalty, and the manner for paying the civil penalty or appealing the citation.
 - a) Response to Citation. A recipient shall respond to the citation within fifteen (15) County working days of receipt. The recipient may:
 - I. Admit the violation stated in the citation and agree to pay the fine. Payment of the civil penalty constitutes admission of the violation.
 - II. Deny the violation stated in the citation and request a hearing.
6. Administrative Citation Hearing.
 - a) Hearing Officers. The County shall maintain a list of hearing officers under contract and available to conduct hearings on the merits of an administrative citation, if requested by a recipient. A Hearing Officer is a public officer as those terms are defined by Minnesota Statutes Chapter 609.415. The hearing officer must not be a County employee. The Ramsey County Manager or their designee must establish a procedure for evaluating the competency of the hearing officers, including comments from accused violators and County staff. These reports must be provided to the County Board.
 - I. Removal of Hearing Officer. The recipient will have the right to request, no later than five (5) days before the date of the hearing, that the assigned hearing officer be removed from the case. One request for each case will be granted automatically by the Ramsey County Manager or their designee. A subsequent request must be directed to the assigned hearing officer who will decide whether he or she can fairly and objectively review the case. The Ramsey County Manager or their designee may remove a hearing officer only by requesting that the assigned hearing officer find that he or she cannot fairly and objectively review the case. If such a finding is made, the officer shall remove himself or herself from the case, and the Ramsey County Manager or their designee will assign another hearing officer.
 - b) Request For Hearing. If the recipient responds by requesting a hearing, the Department shall acknowledge receipt of the request for hearing to the recipient within two (2) County working days, and shall also request that the recipient indicate the preferred manner to receive future notices and material, either by U.S. mail or e-mail. The Department shall assign the case to a hearing officer on the list. The Department shall notify the hearing officer, the recipient, and the issuing person of the assignment in writing. The hearing officer shall schedule a hearing within twenty (20) County working days of receiving the notice. Any delays in holding the hearing

by the hearing officer shall be reported to the Department by the hearing officer.

- c) Citation Materials. At assignment, the Department shall transmit a copy of the citation and all materials relating to the citation to the hearing officer. The hearing officer shall transmit a copy of any materials received to the recipient at the earliest opportunity but no later than three (3) County working days in advance of the hearing.
 - d) Notice of Hearing. Notice of the hearing must be served on the person responsible for the violation at least ten (10) County working days in advance, unless a shorter time is accepted by all parties. Service of the Notice will be by the method preferred by the recipient and will be complete upon mailing.
 - e) Hearing. At the hearing, the hearing officer shall receive the testimony of any witnesses, witness statements, and comments presented by the person cited. The hearing officer will consider these items alongside the materials submitted by the issuing person and may weigh the evidence and make credibility determinations to the best of the hearing officer's ability. The hearing officer is not required to apply the rules of evidence in making determinations about the evidence presented. The issuing person is not required to attend the hearing.
 - f) Decision/Findings. After considering all of the evidence submitted, the hearing officer shall determine, by a preponderance of the evidence, whether the person cited did or did not violate the Ordinance identified in the citation. The hearing officer shall make written findings supporting the determination and transmit them to the cited person and the Department within five (5) County working days of closing the hearing. The decision of the hearing officer is final without any further right of administrative appeal. Upon exhaustion of county administrative appeal rights, the cited person may pursue judicial appellate rights as allowed by Minnesota Statutes Chapter 606 or other applicable law.
 - g) Failure to attend the hearing constitutes a waiver of the violator's rights to an administrative hearing and an admission of the violation. A hearing officer may waive this result upon good cause shown. Examples of "good cause" are: death or incapacitating illness of the accused; a court order requiring the accused to appear for another hearing at the same time; and lack of proper service of the citation or notice of the hearing. "Good cause" does not include: forgetfulness and intentional delay.
7. Payment Following Finding of Violation. If the hearing officer finds a violation, the civil penalty for the Ordinance Violation is due within twenty (20) County working days of the date the findings are sent to the recipient. The hearing officer may not alter or reduce the civil penalty for any offense or combine multiple offenses into a single civil penalty. Payment of civil penalties due shall be made in the manner specified by the Ramsey County Manager or their designee.
8. Recovery of Civil Penalties. If a civil penalty is not paid within the time specified, the County has the authority to take the following actions:
- a) A lien may be assessed against the property and collected in the same manner as taxes.
 - b) A personal obligation may be collected by appropriate legal means.
 - c) A late payment fee of 10 percent of the civil penalty may be assessed for each 30-day period, or part thereof, that the fine remains unpaid after the due date.
9. Criminal Penalties. The following are misdemeanors, punishable in accordance with State Law: (i) failure, without good cause, to appear at a hearing that was scheduled under Ramsey County Administrative Ordinance, Section 6.02 (B)(5) (d); (ii) failure to pay a civil penalty imposed by a hearing officer within twenty (20) County working days after it was imposed, or

such other time as may be established by the hearing officer.

If the final adjudication in the administrative penalty procedure is a finding of no violation, then the Department may not prosecute a criminal violation in district court based on the same set of facts. This does not preclude the Department from pursuing a criminal conviction for a violation of the same provision based on a different set of facts. A different date of violation will constitute a different set of facts.

- C. Issuance: Administrative or Criminal Citations shall be issued to the person charged with the violation, or in the case of a corporation or municipality, to any officer or agent expressly or implicitly authorized to accept such issuance.

6.03 Other Actions: Other actions may be taken as follows:

- A. In the event of a violation or a threat of violation of any Ramsey County Ordinance, the Ramsey County Attorney may take appropriate action to enforce the Ordinance including application for injunctive relief or other appropriate action to prevent, restrain, correct, or abate violations or threatened violations.
- B. If a licensee, owner, or operator of any activity, trade profession, business, privilege, site, facility or establishment fails to comply with an applicable Ramsey County Ordinance, the County may take the necessary steps to correct such violations. The costs thereof may be recovered in a civil action or may be certified, at the discretion of the County Board, to the Director of the Department of Property Taxation as a special assessment against the real property on which the violation occurred.

7.00 HEARINGS

- 7.01 Right to a Hearing: A licensee or applicant may contest the following Departmental actions by requesting a hearing: denial of a license; denial of renewal of a license; suspension of a license; summary suspension of a license; revocation of a license; or denial of a request for variance.
- 7.02 Request for a Hearing: The request for a hearing shall be in writing and specifically state the grounds for appeal. The request shall be served personally or by certified mail on the Department by the close of business on the tenth (10th) County working day following service of the notice of the Departmental action by the County on the applicant or licensee. Failure to request a hearing in a timely manner will result in a forfeiture of the right to appeal or seek review of the County's action.
- 7.03 Public Hearings to be Held: The hearing shall be held before the County Board, or a hearing examiner as provided below, and shall be open to the public.
- 7.04 Timelines for Holding Hearings: Requests for extensions of time must be in writing and directed to the Chair of the County Board. Unless an extension is granted, the hearing will commence no later than forty-five (45) calendar days after the date of service of the request for a hearing on the County, exclusive of the date of service.
- 7.05 Hearing Notice: Notice of the time and place of hearing shall be mailed to the applicant or licensee at least fifteen (15) working days prior to the hearing.
- 7.06 Hearing Examiner: The County Board may appoint a hearing examiner to conduct the hearing and to make proposed findings of fact, conclusions, and recommendations to the County Board, which shall be submitted in a written report. The County Board may adopt, modify, or reject the recommendations.
- 7.07 Conduct of Hearing: The applicant or licensee may be represented by counsel. All parties shall have an opportunity to respond to and present evidence, cross-examine witnesses, and present argument. The County Board or hearing examiner may also examine witnesses.

- 7.08 Burden of Proof: The Department shall have the burden of proving its position by a preponderance of the evidence, unless a different burden is established by law.
- 7.09 Evidence: All evidence which possesses probative value, including hearsay, may be admitted if it is the type of evidence on which prudent persons are accustomed to relying upon in the conduct of their serious affairs.
- 7.10 Failure to Appear: If the applicant or licensee fails to appear at the hearing in person or by counsel, the right to a hearing shall be forfeited.

8.00 SEVERABILITY

It is hereby declared to be the intention of the County Board that the several provisions of this Ordinance be severable in accordance with the following:

- 8.01 If any court of competent jurisdiction shall adjudge any provisions of this Ordinance to be invalid, such judgment shall not affect any other provisions of the Ordinance not specifically included in said judgment.
- 8.02 If any court of competent jurisdiction shall adjudge the application of any provision of this Ordinance to a particular person, site, facility or operation, such judgment shall not affect the application of said provision to any other person, site, facility, or operation not specifically included in said judgment.

9.00 PROVISIONS ACCUMULATIVE

The provisions of the Ordinance are cumulative and are additional limitations upon all other laws and Ordinances heretofore passed or which may be passed hereafter covering any subject matter in this Ordinance.

10.00 NO CONSENT

Nothing contained in the Ordinance shall be deemed to be consent, license, or permit to locate, construct, or maintain any site, facility, or establishment, or carry on any activity, trade, or profession.

11.00 EFFECTIVE DATE

This Ordinance shall be effective upon passage by the County Board and its publication in accordance with law.

FURTHER RESOLVED, That the foregoing Administrative Ordinance supersedes the original Administrative Ordinance passed by the County Board on February 23, 1981 (Resolution #81-166) and amended by the County Board on September 17, 1991 (Resolution #91-531), December 10, 1996 (Resolution #96-521), March 13, 2001 (Resolution #2001-79), and October 20, 2009 (Resolution #2009-362).

###

- DATE OF PUBLIC HEARING:
- DATE OF PASSAGE BY COUNTY BOARD:
- DATE OF PUBLICATION:
- EFFECTIVE DATE OF ORDINANCE:

Proposed Administrative Ordinance Change Community Engagement and Racial Equity Summary

PARTICIPATION SUMMARY

Stakeholders were identified by regulated activity group, with an emphasis on identifying and successfully reaching out to small/locally owned license holders and non-native English speakers/writers. Based on regulatory staff's experience working with these organizations over the years, a straightforward online survey was the primary engagement tool chosen, plus the option to participate in one of three virtual listening sessions with identical content.

To encourage and support participation, all licensees or regulated businesses with an email address on file were invited by, or on behalf of, their Ramsey County inspector. Eleven licensees did not have an address on file and were sent surveys by mail along with a self-addressed stamped envelope. Unique survey response collectors were set up for each group of licensees, and response numbers were actively tracked so staff could do additional outreach as needed. Regulatory staff also identified businesses with potential language barriers; those were contacted directly to determine whether they needed additional support to participate. Two requested materials in their home language and those were provided.

Three listening sessions were held on August 17 at 6pm, August 18 at 2pm, and August 19 at 9am. Information to be presented and questions asked during the listening sessions were identical to the online survey. No stakeholders attended any of these listening sessions.

There were 186 responses to the online survey and one mailed survey response. Responses were collected August 10 through September 6, 2021.

ENGAGEMENT SUMMARY ANALYSIS

Some clear themes emerged from the community engagement results:

- There was overwhelming support for the proposed change to add a civil citation before the misdemeanor criminal citation; commonly cited reasons included the following:
 - The civil (non-criminal) enforcement tool better aligns with the nature of the regulations.
 - This approach is more likely to motivate compliance by regulated entities, thus reducing risk to the public.

Environmental Health Division
2785 White Bear Ave. North
Suite 350
Maplewood, MN 55109
Phone: (651) 266-1199
Fax: (651) 266-1177
www.co.ramsey.mn.us

- A wider range of enforcement options may increase county education and enforcement efforts.
- A general desire for more information and education about county rules, enforcement processes and potential fine amounts from a civil citation.
- More and clearer opportunities to correct violations before enforcement, and clearer guidance from county staff on how to do that.
- An appeals request timeframe longer than the proposed 10 days.
- Assurance that the appeals hearing officer would be unbiased, knowledgeable about the regulated businesses, and selected with consideration to racial diversity and professional background.

Some of these are already addressed by existing county enforcement policies, while others provide useful guidance to refine the proposed ordinance and improve the county’s regulatory education and outreach processes.

RACIAL EQUITY CONSIDERATIONS

Because of the existing racial inequities inherent to the criminal justice system, creating a decriminalized ordinance enforcement option gives the Public Health Department a tool that can be used to protect public health, while minimizing regulatory enforcement impacts on regulated businesses that are owned or operated by people of color.

There are instances where Black, Indigenous, People of Color (BIPOC) community members have been issued misdemeanor citations for county ordinance violations in the past. This change would have provided those BIPOC business owners with another chance for compliance before they were charged with a misdemeanor citation.

The public health regulations in Ramsey County ordinances provide protections for the health of the community and the natural environment. The proposed changes strike a reasonable balance between fair and equitable enforcement of ordinances and adequate protection of our community’s health and environment.

MORE INFORMATION

A copy of the complete community engagement compilation and analysis report and details about the proposed ordinance revisions can be found here: <https://www.ramseycounty.us/your-government/ordinances-regulations/public-health-ordinance-changes>

PROPOSED SCHEDULE OF EVENTS
Public Health Department

October 19, 2021	First Reading of Ordinance Set Date for Public Hearing
November 09, 2021	Second Reading of Ordinance Hold Public Hearing
November 23, 2021	Action on Ordinance Adoption
January 07, 2022	Effective date of Ordinance (45-day referendum periods ends)



Board of Commissioners

Request for Board Action

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

Item Number: 2021-587

Meeting Date: 10/19/2021

Sponsor: County Manager's Office

Title

Proclamation: Disability Employment Awareness Month

Attachments

1. Proclamation

Proclamation

WHEREAS, Workplaces that welcome the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive and vibrant community with a strong economy; and

WHEREAS, Ramsey County calls upon employers, both public and private, to be aware of and utilize the employment skills of our disabled community members by recognizing their worth as individuals and their productive capacities; and

WHEREAS, In this spirit, Ramsey County is recognizing Disability Employment Awareness Month to raise awareness about disability employment issues and celebrate the many and varied contributions of people with disabilities; and

WHEREAS, Activities during this month will reinforce the value and talent people with disabilities add to our workplaces and communities and affirm the county's commitment to being an inclusive community; and

WHEREAS, Ramsey County looks forward to continued expansion of employment opportunities for the greater acceptance of disabled persons in the competitive labor market; Now, Therefore, Be It

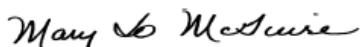
PROCLAIMED, The Ramsey County Board of Commissioners designates October 2021 as Disability Employment Awareness Month in Ramsey County.



Toni Carter, Board Chair, District 4



Nicole Frethem, Commissioner, District 1



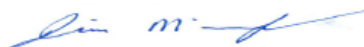
Mary Jo McGuire, Commissioner, District 2




Trista MatasCastillo, Commissioner, District 3



Rafael E. Ortega, Commissioner, District 5



Jim McDonough, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Ryan T. O'Connor, County Manager

Item Number: 2021-458

Meeting Date: 10/19/2021

Sponsor: Information Services

Title

Sole Source Agreement with Compulink Management Center, Inc. for Laserfiche Software Subscription

Recommendation

1. Approve the Sole Source Agreement with Compulink Management Center, Inc., 2545 Long Beach Boulevard, Long Beach, CA 90807 for a Laserfiche Software subscription for the initial period of October 25, 2021 through October 24, 2023, in an amount of \$532,800 with an optional additional three one-year renewals through October 24, 2026, for a total contract amount not to exceed \$2,750,000.
2. Authorize the Chair and the Chief Clerk to execute the Agreement.
3. Authorize the County Manager to approve and execute amendments and amendment to renew 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

In 2009, Ramsey County issued a Request for Proposals (RFP) for an Electronic Document Management System (EDMS), and the contract was awarded to Compulink Data Management, Inc., DBA Laserfiche. Laserfiche is the county's Enterprise EDMS, used in every department by over 1,500 users, and integrates with the county's Enterprise Resource Planning system and several major county case management systems. In addition, there are several business projects underway which will result in an estimated additional 2,000 users being added to Laserfiche within the next two years. Under the original agreement, Laserfiche provided annual support, software licensing and professional services.

The county is in need of continued support, software licensing and professional services for this critical system. The purpose of this new contract will be to replicate the arrangement that the county had with Laserfiche under the previous 2016 contract whereby Laserfiche would provide support, software licensing and professional services. Software support and professional services can only be purchased from Laserfiche directly or through authorized, certified resellers which act as subcontractors to Laserfiche. Professional services will be used as needed, in accordance with the rates established in the agreement.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The racial equity impact of this action is unknown, but Laserfiche is integrated with many core functions and supports daily county activities which may interact with racial equity efforts. Laserfiche is critical to many of the county business areas which provide accessible services to residents, for example, applications for resident services through the county Health and Wellness departments are processed by Laserfiche.

Community Participation Level and Impact

No community participation was engaged for the agreement with Compulink Management Center, Inc., but Laserfiche is integrated with many core county functions and supports daily county activities, many of which

do engage with the community. County departments submit requests for Laserfiche improvements or increased functionality and the Laserfiche governance team maintains a roadmap for requested enhancements.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding for this Agreement is included in the proposed 2022 -2023 Information Services Operational Budget.

County Manager Comments

No additional comments.

Last Previous Action

On October 25, 2016 the Ramsey County Board approved a sole source agreement with Compulink Management Center, Inc. for Electronic Document Management System (Resolution B2016-266).

Attachments

1. Agreement with Compulink Management Center, Inc.

Professional Services Agreement

This is an Agreement between **Ramsey County**, a political subdivision of the State of Minnesota, on behalf of Information Services, 121 7th Place East, Metro Square 2300, Saint Paul, MN 55101 ("County") and **Compulink Management Center, Inc.**, a California Corporation DBA Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from October 25, 2021 (the "Effective Date") and shall continue for two (2) year and may be renewed up to three (3) additional one-year periods. 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.

Software Licensing, Software Support, Professional Services and Training Services

2.1.1 Software Licensing

a. Contractor grants County a limited, nonexclusive, non-transferable, non-sublicensable license to use Contractor's Laserfiche enterprise document management subscription software ("Software") as described on the Contractor's Price Sheet attached to this Agreement and incorporated herein as **Attachment A**, subject to the terms and conditions of this Agreement, the Laserfiche End User License Agreement ("EULA") attached to this Agreement and incorporated herein as described on **Attachment B**, and the Documentation which accompanies the Software. "Documentation" means the getting started guides, user guides, user quick reference guides, and other technical and operations manuals and specifications published by Contractor for the Software. The Software will be hosted at the County in a County-owned physical or virtual data center or a County-owned AWS or Azure environment (collectively, "Self-Hosted Environment").

c. The County will purchase licenses for the Software and related services according to the type of license or service and number of users as described in the Contractor's Price Sheet attached hereto and made a part of this Agreement as **Attachment A**. The County will purchase licenses for the Software and related services pursuant to a purchase order ("PO") or statement of work ("SOW"). If the designated Self-Hosted Environment upon which the Software is hosted becomes inoperable or is replaced, the County may transfer the Software to a new or replacement Self-Hosted Environment.

d. The County may allocate its user licenses for the Software among County users consistent with the EULA.

e. In the event of any conflict between this Agreement and any attachments or any future revisions of those attachments, this Agreement shall control.

2.1.2 Software Support

a. The Contractor will provide software support to the County upon purchase of the Software. Contractor will provide the County support to the Software under the terms set forth in **Attachment C**, attached to this Agreement and incorporated herein, Laserfiche Software Support Plan (the “LSSP”). The LSSP fees shall be as set forth in **Attachment A**. The LSSP fee is an annual fee payable in advance upon renewal. Support for the Software will commence upon delivery and installation of the Software.

b. RESERVED.

c. Support for Deliverables developed under an SOW will be covered under the project until project closeout as defined in the SOW. After project closeout, the Deliverables will be supported under LSSP (for core off-the-shelf Laserfiche Software), its VIP Professional Services Package, or Professional Services, as applicable.

2.1.3 Professional Services

a. When Professional Services are needed the County will send an email to the Contractor providing the necessary information including but not limited to the location, project description, timeline, milestones, and Deliverables.

b. Contractor shall provide the particular consulting and software customization, development, integration, installation and implementation services (“Professional Services”) described in an SOW executed by the parties. The fees for said Professional Services shall be as set forth in **Attachment D**.

c. If Contractor develops any non-core software products, applications or integrations for the County (which are not found on **Attachment A**), charges for Contractor’s services will be due as provided in the SOW. Support for such non-core software products will be charged as Professional Services at the hourly rates set forth in **Attachment D**.

d. Contractor shall list its designated Project Manager on each SOW, provided that in the event of any changes to Contractor’s designated Project Manager, County can reasonably request changes to the designated Project Manager for that SOW. The Project Manager will serve as the Contractor’s senior representative and contact person with regard to the Professional Services furnished to the County under an SOW.

e. Contractor will designate a representative for monthly meetings with the County, either in person or by telephone conference, to review the progress of all work under an SOW. If requested by the County, the Contractor will prepare and submit to the County each month a written report setting forth the status of such work in a format to be mutually agreed upon between the parties.

f. Reserved.

g. If either party wishes to change, modify, or supplement an SOW, the party wishing to make a change will provide the other party a written request describing said change. Contractor will promptly notify the County if such change order requires an adjustment to the fees, schedule, services or Deliverables as set forth in the SOW. If the County agrees to the change, the Contractor will prepare an amendment to memorialize such change, which must be signed by both parties. If the parties do not agree to a change request, each party will continue to perform its obligations under existing SOW.

2.1.4 Contractor’s Tasks/Milestones

Contractor agrees to perform all of the tasks or milestones described in any SOW issued against this Agreement.

2.1.5 Deliverables Definition and Acceptance

a. “Deliverable” means any of the services identified in an SOW as a Contractor deliverable for each project phase. All Deliverables are subject to the Deliverables Acceptance Process described in the SOW or b below, as applicable.

b. This subsection will apply unless otherwise provided in the SOW. When a project phase Deliverable is submitted for review and acceptance, the County has up to ten (10) business

days to review the Deliverable and provide written notice to the Contractor of acceptance, or notice of any defects or deficiencies in the Deliverable. The County may reject a Deliverable that does not meet the requirements of the SOW. If the County does not provide written notice to the Contractor specifying any particular defects or deficiencies in the Deliverable within ten (10) business days, the County will be deemed to have accepted the Deliverable. The Contractor will have a period of up to thirty (30) calendar days to correct any project phase Deliverable deficiency or to provide a temporary workaround if the deficiency cannot be remedied by Contractor within 30 calendar days of the notice of deficiency. If Contractor provides a temporary workaround within 30 calendar days of notice of the deficiency, Contractor will then have an additional 60 calendar days within which to provide a viable application solution. The parties agree that, if an SOW provides for different or inconsistent terms governing the Acceptance of a Deliverable, the SOW terms will govern the Acceptance process.

Core Software Change. If the deficiency requires a change to the core Software, and Contractor cannot provide a temporary workaround within 30 calendar days from the time the issue has been confirmed, then Contractor will work diligently, as evidenced by reasonable updates, until it provides a workaround, hotfix, or permanent solution unless it would be economically infeasible or the deficiency is a minor problem that can be worked around with no loss of material functionality and little to no impact to the end user. After a workaround or hotfix has been provided, Contractor will include a permanent solution in the maintenance release or patch after the next scheduled maintenance release or patch. If the Contractor fails to correct the deficiency within the required time period(s) or fails to work diligently after 30 calendar days from the time a core Software issue is confirmed, the County may treat the failure as failure to cure under Section 7.20.2 and terminate the SOW.

2.1.6 User Acceptance Test

a. Unless expressly otherwise agreed upon by the Parties, any Deliverable developed or provided pursuant to any SOW will be subject to a User Acceptance Test (“UAT”) described in a particular SOW and the Deliverables Acceptance procedure described in 2.1.5.b, as applicable.

2.1.7 Training Services

a. Contractor shall provide the particular training services (“Training Services”) described in any PO or SOW executed by the parties. The fees for the applicable Training Services shall be as set forth in **Attachment A** or **Attachment D** under Professional Services Fees.

2.1.8 New Product Suites of the Software

a. Contractor will give County 100% credit of its license fees for the Software toward the purchase of licenses for new product suites of the Software. Contractor periodically publishes new product suites of its Software, which bundle new features not previously included in the County’s existing product suite and make improvements in system design and architecture which combine to improve performance and capability. As a result, the new Software product suite may be priced higher than the County’s existing Software product suite. Contractor will only credit the license fees the County actually paid for its current Software product against the new product suite. The Contractor does not credit the County’s annual LSSP payments, VIP payments or other Support or Professional Services payments or other interim purchases the County may have paid for installation, training, upgrades, ancillary programs, additional professional services and consulting. Pricing for new product suites of the Software will be added to **Attachment A** in the form of a written amendment to the Agreement signed by the parties.

2.1.9 Subcontracts to Value Added Reseller

Contractor agrees to subcontract with the Laserfiche Solution Providers (“SPs”) identified in **Attachment E, “Laserfiche Solution Providers,”** to provide Professional Services pursuant to this Agreement. The SPs listed in **Attachment E** have been mutually determined by the Parties to be qualified to provide these Professional Services. Any changes to **Attachment E** shall not become effective until reduced to writing and signed by the Parties.

The County may, in its sole discretion, designate projects for which it may choose from these SPs. The County will pay for Professional Services provided by these SPs at the rates identified in **Attachment D**.

2.2 Services that must reasonably be provided onsite (i.e., services that are impractical to furnish remotely), shall be provided at various County offices.

2.3 The Contractor shall make every reasonable effort to maintain a sufficient staff, facilities, and equipment to deliver the services. The Contractor shall within ten (10) business days notify the County in writing whenever it is, or reasonably believes it is going to be, unable to provide the required quality or quantity of services timely. The foregoing conditions will be subject to the provisions of the Force Majeure Clause in this Agreement.

2.4 RESERVED

2.5 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. RESERVED

4. Cost

4.1.

The County shall pay the Contractor the following unit rates: the total price in each individual PO or SOW at rates set forth in **Attachment A** or **Attachment D**, as applicable to method of purchase.

4.2 Travel and Expenses

The hourly rates identified in **Attachment D** are not inclusive of reimbursable out of pocket expenses. Reimbursement of expenses will be made consistent with County policies. The County will reimburse only the actual cost of out-of-pocket expenses. If reimbursement for travel is permitted, all airfare will first be authorized by the County and will be reimbursed at the lowest cost fare reasonably available at the time travel is booked and taking into account Contractor’s policy of choosing the fastest route with fewest stops with no overnight travel. Lodging, meals, ground transportation and incidentals necessitated by any PO or SOW will be reimbursed according to the Internal Revenue Service (“IRS”) Regular Per Diem Rate Method or actual cost, whichever is less. Reimbursable expenses will not exceed the amount delineated in each PO or SOW. The Contractor may not incur additional expenses without prior authorization from the County in the form of a written amendment to a PO or SOW signed by the parties.

5. Special Conditions

5.1. RESERVED

5.2. Non-Disclosure

a. Each party to this Agreement acknowledges that during the course of the Agreement, as it may be amended, a party may disclose to the other party certain information and materials that are nonpublic, confidential and proprietary in nature to the disclosing party (the "Proprietary Information"). The parties agree that any Proprietary Information will be kept confidential and used by the receiving party only in connection with the performance of the party's obligations under this Agreement and the receiving party will not use the Proprietary Information in any way that is detrimental to the disclosing party or for the benefit of a third party. Only employees and authorized representatives of the receiving party who need to review the Proprietary Information in connection with performance of the party's responsibilities under this Agreement may access and view the Proprietary Information. The receiving party will not disclose the Proprietary Information or any portion thereof to any other person or entity without the disclosing party's prior written consent. The receiving party also agrees that it will use its reasonable commercial efforts to protect the secrecy and confidentiality of and avoid disclosure or use of the Proprietary Information, including without limitation, implementing reasonable commercial measures, which the receiving party uses to protect its own highly sensitive confidential information.

b. The following information shall not be considered Proprietary Information for the purposes of this Agreement: (i) information previously known when received from the other party; information freely available to the general public; information which is now or hereafter becomes publicly known by other than a breach of this Agreement or a breach of a contractual, fiduciary, statutory or other legal obligation by the receiving party or a non-party to this Agreement; information which is developed by one party independently of any disclosures made by the other party of such information; or (iv) information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

c. Either party shall notify the other party immediately upon discovery of any prohibited use or disclosure of the Proprietary Information, or any other breach of these confidentiality obligations by the notifying party, and shall fully cooperate with the other party to help the other party regain possession of the Proprietary Information and prevent the further prohibited use or disclosure of the Proprietary Information.

d. If a receiving party receives a request from a third party for access to data, the disclosing party has identified as Proprietary Information, the receiving party shall notify the disclosing party and the disclosing party shall, if it objects to disclosure of the data, take all steps necessary to prevent the disclosure of such Proprietary Information at its own cost and shall indemnify, defend and hold the receiving party harmless from any costs incurred in relation to such request for access and the disclosing party's action to prevent the disclosure.

e. The receiving party acknowledges and agrees that any and all Proprietary Information is and will remain the sole property of the disclosing party and the unauthorized, inadvertent or illegal disclosure of Proprietary Information will not alter its confidential character.

f. To the extent that this Section 5.2. (Non-Disclosure) conflicts with any provision in Section 7.6 (Data Practices) or 7.7 (Security), the provisions of Sections 7.6 and 7.7 shall govern and take precedence over those in Section 5.2.

6. County Roles and Responsibilities

- A. County agrees to make available to Contractor, upon reasonable notice, computer programs, data and documentation required or requested by Contractor to perform the Services.

- B. Primary Contact. County will designate its own Primary Contact to be County's senior representatives and contact person with regard to the Services to be furnished to County pursuant to this Agreement; and should this person no longer be active on the Contractor project or cease to be employed by County, County must designate a successor Primary Contact reasonably acceptable to Contractor.
- C. County agrees to make available and provide timely (e.g., within two to three business days) access to necessary personnel to ensure project success. This includes:
 - 1. A designated Project Manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
 - 2. IT personnel such as system administrators, database administrators, help desk, etc.
 - 3. Subject matter specialists to provide information on County's system, file plan, and applicable business processes.
- D. County will ensure timely participation (e.g., within two to three business days) of all stakeholders and specialists during the engagement.
- E. At the end of each phase, County will approve in writing the deliverables of each phase (e.g., within two to three business days) in order to meet the project timelines.

7. General Contract/Agreement Terms and Conditions

7.1. Payment

7.1.1. RESERVED

7.1.2.

No payment will be made until the invoice has been approved by the County, and the County will act in good faith in approving and paying invoices.

7.1.3.

Payments will be based on a negotiated payment schedule.

7.2. Application for Payments

7.2.1.

The County will pay the Contractor for services and Deliverables up to the agreed upon amount price for such services and Deliverables in each PO and/or SOW. Services and Deliverables are subject to the warranty and acceptance procedures described in the SOW or Agreement, as applicable. All prices must reference back to the amounts in **Attachment A** or **Attachment D**, as applicable.

7.2.2.

Invoices for any goods or services not identified in this Agreement or in a PO, SOW, or e-mail from the designated County project manager will be disallowed. Similarly, Contractor will not be obligated to furnish any goods or services to the County that are not identified in this Agreement or in a PO, SOW or email from the designated County Project Manager.

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.

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 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 enter into any subcontract for performance of any services under this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. 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 will comply with all requirements as applicable of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

7.6.3.

The Contractor shall encrypt the computers or any other storage devices in which County data is contained or which are used to access County data to which Contractor is given access 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.

7.6.4.

County will retain ownership of, and title to, its existing intellectual property and all of County's content, data files, records, and similar materials developed, created, generated, used or stored by County.

7.7. Security

7.7.1.

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

7.7.2.

Contractors shall report to 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 which occurred as a result of Contractor's negligence or breach of warranty and not as a result of any act or omission by the County or its personnel or third parties who are not employees, subcontractors, or agents of Contractor.

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.

7.7.6.

Contractor will provide the software and services in accordance with the County's Information Security for On Premise Solutions ("Security Exhibit") attached and incorporated into this Agreement as **Exhibit 2**.

7.8. HIPAA and CJIS Compliance

7.8.1.

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

7.8.2.

Contractor's Duties under this Agreement will involve the disclosure of Protected Health Information (PHI) by the County, or the creation, use or disclosure of PHI by the Contractor on behalf of the County. The County (Covered Entity) is required to enter into a separate Business Associate Agreement (BAA) with the Contractor (Business Associate). The BAA ensures that the Contractor's performance under the Statement of Work (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, the Contractor agrees to the terms and conditions of the BAA, attached hereto and incorporated herein by reference as Exhibit 1.

7.8.3. CJIS Compliance

Contractor and all applicable employees and/or subcontractors must be in compliance with all applicable data security rules and regulations. Contractor must maintain an overall understanding and provide the current level of compliance with Federal Bureau of Investigation's Criminal Justice Information Services (FBI CJIS) Security Policy 5.4, and related security policy(ies) or its successor version(s), including the CJIS Security Addendum, **Exhibit 3**, and the CJIS Security Addendum Certification, **Exhibit 4**, as well as the Minnesota Bureau of Criminal Apprehension's Minnesota Justice Information

Services (BCA MNJIS) security requirements outlined in FBI CJIS requirements document(s) and BCA Security Policy 5050, or its successor version(s). Exhibit 3 and Exhibit 4 are attached and made a part of the Agreement

7.9. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all third-party claims against the County (referred to as "Claims"), including 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, if and to the extent caused by or resulting from any willful or negligent act or omission or breach 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.

Contractor's indemnification obligations set forth in this Agreement will not apply if, and to the extent that, a Claim arises out of: (i) the County's use of Laserfiche Software after Contractor notifies the County to discontinue running it due to the risk of a loss resulting from an infringement claim, provided that Contractor offers the County a reasonable alternative, temporary fix, or workaround; or (ii) the combination of Laserfiche Software with a non-Laserfiche Software product, data, or business process that is not installed, approved or recommended by Contractor; (iii) the modification, alteration, integration, or reconfiguration of Laserfiche Software, except when performed, approved or recommended by Contractor; (iv) Contractor's modification of the Software in compliance with technical specifications or a method or process provided by the County, unless Contractor knew of the potential infringement at the time of such modification and did not notify the County; (v) any willful or gross negligent act or material omission or material breach of the County, or its officers, agents or employees, in the execution, performance, or failure to adequately perform the County's obligations pursuant to this Agreement; (vi) any conduct, act or omission by any person that is not employed, authorized, or approved by Contractor; or (vii) any force majeure or other circumstance that is beyond Contractor's control or management responsibilities.

Contractor's indemnification obligations apply only if County promptly notifies Contractor in writing of the Claim, but the County's failure to provide timely notice shall only relieve Contractor from its indemnification obligations (i) if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor, or (ii) upon obtaining knowledge of infringement the County delays by more than thirty (30) days giving written notice to Contractor of the Claim.

Indemnification Against Infringement

7.10.1 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 ("Claims") to the extent 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 and all related settlement negotiations. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

7.10.2 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 enjoyment 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, or documentation and refund any license fees and any other costs paid by the County in conjunction with the license or use of the materials, reports, documents, data, or documentation less a deduction for use and obsolescence based on a straight-line depreciation of such fees over a useful life of three (3) years.

7.11. Contractor's Insurance

7.11.1.

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 any of them may be liable.

7.11.2.

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.

7.11.3.

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.

7.11.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

7.11.3.2.

Ramsey County, its officials, employees, and agents shall be added to the policy as additional insured on a primary basis with respect to ongoing and completed operations of the Contractor, using ISO endorsement form CG 20 10 and 20 37 or the equivalent.

7.11.4.

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

7.11.4.1.

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.

7.11.4.2.

If the Contractor is providing services to clients, customers, patients, and inmates, and not directly to the County, then 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.

7.11.5.

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

7.11.6.

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.

7.11.7.

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.

7.11.8. Cyber and Technology Products and Services Liability Insurance

Contractor shall obtain and maintain Cyber & Technology Products & Services Liability insurance, including first-party and third-party costs, for any privacy breach or security failure arising out of Contractor's performance of its services under this Contract that compromises Ramsey County Data.

- \$3,000,000 for each wrongful act that provides coverage for: Liability related to the rendering of or failure to render technology product and services;
- Liability for network security failures, privacy breaches and system failures, including but not limited to loss or unauthorized access, use or disclosure of data, whether by Contractor or any of subcontractor or cloud service provider used by Contractor;
- Breach Response Costs associated with a network security failure, privacy breach or system failure, including but not limited to: costs to notify affected individuals, customer support, forensics, crisis management consulting, public relations consulting, legal services, credit monitoring and identity fraud resolution services;
- Expenses related to a regulatory proceeding including but not limited to regulatory investigatory costs, fines, fees and penalties;
- Payment Card Industry fines, fees, penalties and assessments;
- Cyber extortion payments, investigatory and response costs (i.e., Ransomware Coverage);
- Business Income Loss and Extra Expenses resulting from a network security or system failure of your computer network and/or a third parties' computer network
- Costs of restoring or replacing data
- Multimedia liability.

Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions, and deductibles will be provided to Ramsey County upon request. Contractor will be responsible for any and all deductibles, self-insured retentions or waiting period requirements. Contractor's insurance will be primary and non-contributory to any other insurance available to Ramsey County. If the Cyber Liability policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the Cyber Liability policy is written

on a claims-made basis and non-renewed at any time during and up until the project completion signing date, Contractor shall purchase an Extended Reporting Period for at least a two-year period. Ramsey County will be named as an additional insureds and Contractor's policy will provide a carve-back to the "Insured versus Insured" exclusion for claims brought by or on behalf of additional insureds. Ramsey County will be provided with a waiver of subrogation by endorsement to the Contractor's policy. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII."

If the policy is claims-made, the retroactive/prior acts date of such coverage shall be prior to the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years following completion of the work. The policy shall not be cancelled prior to the expiration of this contract for any reason, except non-payment of premiums. If the policy is canceled or nonrenewed within three (3) years completion of the work, Contractor must purchase extended reporting period coverage for remaining period.

7.11.9.

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.

7.11.10.

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-.

7.11.11.

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.

7.11.12.

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.

7.11.13.

Attachment G to this Agreement is Contractor's Certificate of Liability Insurance presently in force and effect. Contractor will give the County at least 30 days prior written notice if any policy listed in Attachment G is materially changed to reduce scope of coverage or coverage limits.

7.11.14.

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

7.12. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon written 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.

7.13. Notices

7.13.1

All notices to County 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. Notices shall be directed to: Contract Administrator, 90 W Plato Blvd., St Paul, MN 55107.

7.13.2

To provide notice to Contractor under this Agreement, County must contact Contractor as follows: (a) by facsimile transmission to the fax number posted on the Contractor's Laserfiche Site for the applicable Laserfiche entity the County contracted with, attention Legal Department; or (b) by personal delivery, overnight courier or registered or certified mail to the applicable Laserfiche entity the County contracted with, attention Legal Department, at the address specified for such Laserfiche entity posted on the Contractor's Laserfiche Site. The County may also notify Contractor by sending an email to notices@laserfiche.com directed to the attention of the Legal Department, provided that the County shall also provide a copy of such notification using the methods described in sub-clause (a) or (b) hereof. Contractor may update the facsimile number, or email address, or address for notices to us by posting a notice on the Contractor's Laserfiche Site or giving Licensee email notice in accordance with subsection 7.13.1. Notices will be effective on the second business day following their receipt by Contractor.

7.14. 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.

7.15. 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 up to an amount determined in good faith reflecting the exact amount of damages due the County from the Contractor until such time as the actual damages are determined by a court.

7.16. 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.

7.17. 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.

7.18. 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.

7.19. 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.

7.20. Termination

7.20.1.

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.

7.20.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, thirty (30) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the thirty (30) day cure period or such longer cure period as the parties may have agreed upon in this Agreement or any PO, SOW or SOW amendment, the County may terminate this Agreement upon expiration of the cure period. If the County fails to cure a deficiency within thirty (30) days of receipt of notice of the deficiency, or such longer cure period as the parties may have agreed upon in this Agreement, or any PO, SOW, or SOW amendment, the Contractor may terminate this Agreement upon expiration of the thirty (30) day notice period.

7.20.3.

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

7.20.4.

Upon termination of this Agreement for any reason or upon demand by County, all County data within possession of Contractor or its subcontractors, shall be promptly returned to the County in a format agreeable to County (or destroyed if destruction is requested specifically). Upon County's written request, an authorized officer of Contractor will certify in writing that Contractor has complied with this section. If the

Contractor is required by law to maintain custody of any County data or is unable to reasonably return or destroy any County data, then the Contractor agrees to continue to fully protect such data until it can be returned or destroyed.

7.21. Interpretation of Agreement; Venue

7.21.1.

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.

7.21.2.

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.

7.22. 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.

7.23. 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. Obligations

This Agreement does not obligate the County to order any services from the Contractor nor does it guarantee the Contractor a specific volume of business.

8.2. Contractor's Personnel

Contractor shall ensure, that during the term of a PO, SOW, or SOW amendment, it has adequate staff of competent personnel to perform the services and provide the Deliverables set forth in any PO, SOW, or SOW amendment. The County may, at any time, request in writing, the withdrawal or replacement of any personnel assigned to an SOW and such request shall not be reasonably refused by the Contractor.

The Contractor shall not replace or withdraw any personnel assigned to a PO, SOW, or SOW amendment without prior written notice to the County.

8.3. This Agreement supersedes and controls any terms and conditions in an acknowledgement of an order or on an invoice that are different from or in addition to those contained in this Agreement.

8.4. Warranty

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

8.4.1.1. Warranty and Standard of Performance

- a. Professional Services Deliverables Warranty. Contractor warrants that (1) all Professional Services will be performed in a professional manner by qualified and competent personnel consistent with all software industry standards of professional services, (2) all Professional Services Deliverables, as and when furnished, will be free from material deficiencies and will substantially conform to all specifications in the applicable SOW (including performance capabilities, specifications, configurations and functions); (3) all Professional Services Deliverables will be prepared in a form and content satisfactory to the County and delivered in a timely manner consistent with the requirements of the applicable SOW; and (4) nonconforming Professional Services deliverables within the scope of a SOW will be corrected during the project consistent with the requirements of the applicable SOW.
- b. Software Warranty. Contractor warrants that (1) all Software, as and when furnished, will be free from material deficiencies and will substantially conform to all specifications in this Agreement or in any applicable SOW (including performance capabilities, specifications, configurations, and functions) when used in accordance with the EULA; and (2) the Software will not infringe on any United States trademark, patent, or copyright or violate any third-party trade secrets or other intellectual property rights.
- c. This Software is warranted to the County against material defects for a period of three (3) months from the date of original acquisition.

8.4.1.2. Except as stated above, CONTRACTOR LICENSES THE LASERFICHE SOFTWARE ON AN "AS IS" BASIS AND WITH ALL FAULTS AND WITHOUT ANY OTHER WARRANTIES OF ANY KIND. CONTRACTOR DOES NOT WARRANT THE ERROR-FREE OPERATION OF THE LASERFICHE SOFTWARE. EXCEPT AS EXPRESSLY STATED ABOVE, CONTRACTOR DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE LASERFICHE SOFTWARE. CONTRACTOR DOES NOT WARRANT THAT (A) THE LASERFICHE SOFTWARE, SERVICES, OR SUPPORT WILL SATISFY THE REQUIREMENTS OF THE COUNTY; OR (B) THAT THE LASERFICHE SOFTWARE, SERVICES, OR SUPPORT WILL BE WITHOUT DEFECT OR ERROR; OR (C) THAT THE LASERFICHE SOFTWARE WILL OPERATE WITHOUT INTERRUPTION.

8.5. Limitation of Liability and Damages

8.5.1. Contractor's liability for any damages or injuries suffered by the County, whether based on a breach of contract, breach of warranty, claim of negligence, misrepresentation or other tort, or on any other legal or equitable theory, will not, under any circumstances, exceed the amount that the County has actually paid to Contractor for the defective or non-compliant Laserfiche software component, services, or support within two times the 12 month period immediately preceding the date that the County files suit or otherwise notifies Contractor of an existing or potential claim against Contractor, whichever occurs first. No action may be brought against Contractor or its representatives under this agreement more than two years after the County discovered or should have discovered the facts which gave rise to the claim or cause of action. No reseller, SP, distributor or other third party may modify, supplement, or change this limitation of liability without the express prior written approval of Contractor.

8.5.2. Under no circumstances will Contractor or the County or their respective subsidiaries, affiliates, resellers, distributors, agents, employees, officers, directors, consultants, or suppliers (collectively, “Representatives”) be liable to the other party or any third parties for any special, incidental, consequential or punitive damages (including, without limitation, lost profits, losses from business interruption, loss of business information or data, costs of recreating lost data, the cost of substitute equipment or programs sustained by either party or by any third party, or any other pecuniary loss), regardless of whether Contractor or County or their respective representatives, as the case may be, have been warned of such damages or claims. Under no circumstances will the County, its officials, employees, or agents be liable to Contractor or anyone else for any special, incidental, consequential, or punitive damages.

8.5.3. Notwithstanding the foregoing, sections 11.1 and 11.2 will not apply to the liability of either party to indemnify the other against third-party claims arising out of its indemnification obligations set forth in section 7.9 or 7.10; provided, however, that if an indemnity Claim is made against Contractor, if or to the extent that the Claim is not covered by Contractor’s Insurance (see section 7.11 and Attachment G), Contractor’s maximum liability for the Claim will not, under any circumstances, exceed the aggregate contract price set forth in the particular SOW(s) of this Agreement for the particular Software and Services that give rise to the indemnity Claim, less (a) all amounts remaining unpaid by the County to Contractor and (b) less all amounts refunded or credited by Contractor to the County.

8.5.3.1. The County’s contractual obligation to pay to Contractor the balance of the contract price or for unpaid invoices for Contractor software, services, maintenance, or support will not be limited by any language in this or any other section of this agreement.

8.5.4. In respect to all third-party indemnity claims, the party entitled to indemnity will also be entitled to recover all amounts which may be payable under the other party’s applicable insurance policies; and neither party’s insurers will be express or implied third-party beneficiaries of any limitation of liability in section 11 of this agreement.

8.6. The limitations of liability and damages set forth in this agreement are fundamental elements of the basis of the bargain between Contractor and the County. Each party acknowledges and agrees that the other party would not be able or willing to enter into this agreement without such limitations.

Attachment A

Laserfiche®

Ramsey County

Laserfiche Enterprise Subscription

Laserfiche Consulting (LFC)
June 29, 2021

Overview

Ramsey County seeks to implement Laserfiche organization-wide and has discussed several potential use-cases for expansion of the system to support a large volume of users. Correspondingly, our team has put together a proposal to align with these growth opportunities as both parties ultimately seek to realize the benefits of a Laserfiche Enterprise model.

The costs proposed take into consideration the total volume of users, their functional needs, and potential budgeting factors that The County has communicated to the Laserfiche team. We look forward to reviewing the contents of this proposal in detail with the Ramsey County team and are open to exploring options concerning the overall rate structure, length of contract, and other factors that should be taken into consideration. Laserfiche appreciates its long-standing relationship with Ramsey County and we look forward to future opportunities to deliver innovative solutions.

Cost Summary

Laserfiche Subscription System

Acquisition Cost – Year 1

Laserfiche Software Licensing (LSSP Included)	\$200,000.00
Professional Services – VIP Support	\$28,800.00
Total:	\$228,800.00

Annual Renewal Schedule

Laserfiche Licensing & VIP Support – Year 2	\$303,800.00
Laserfiche Licensing & VIP Support – Year 3	\$428,800.00
Laserfiche Licensing & VIP Support – Year 4	\$478,800.00
Laserfiche Licensing & VIP Support – Year 5	\$528,800.00

Laserfiche Enterprise Proposal

Laserfiche Subscription

Laserfiche Subscription introduces a straightforward annual fee including software licenses, technical support, and software updates available for download and installation from the Laserfiche Support Site to incorporate the latest features and performance enhancements. Laserfiche Subscription software is agnostic to where it is hosted whether a physical or virtual Ramsey County data center or a Ramsey County-owned AWS or Azure environment.

Laserfiche Subscription – Named Business Users

Laserfiche Subscription – Named Business Users provide authenticated, read/write access to the entire array of Laserfiche feature functionality in one user type.

In summary, each Subscription – Named Business User bundles the following components:

- Unlimited Laserfiche Servers
- Unlimited Laserfiche Repositories
- Web, Windows and Mobile Clients
- Advanced Audit Trail
- Records Management
- Enterprise Identity Management
- Snapshot
- Import Agent
- Microsoft Office Integration
- Process Automation (Workflow and Forms)
- Connector
- SharePoint Integration
- DocuSign Integration

The following are also included across the Laserfiche Subscription – Business Tier configuration:

- 10 Instances of Quick Fields Complete
- 10 Instances of Quick Fields Agent
- SDK
- Unlimited Public Portal
- 3 Forms Portals
- 3 Sandbox Environments

Initial Acquisition Cost & Annual Renewal Cost

In alignment with the potential functional use cases that Ramsey County has shared with Laserfiche, the following presents the proposed costs for an upgrade from Ramsey County’s existing Rio system to an Enterprise Subscription package. This offering includes significant discounts toward the initial investment of the system, with staggered reductions of the discount year over year. Under this configuration, Ramsey County would have user licenses to support up to **4,500 Business/Full Users & 1,800 Participant Users**.

Year 1- Initial Software Acquisition Cost (60% discount)

Product	Description	Qty	Unit Price	Total Price
CLENF3	Laserfiche Subscription: Business/Full Users – 4,500 Participant Users – 1,800	1	\$200,000.00	\$200,000.00
VIP001	LFC VIP Level 1 Support Package (Up to 80 Hours)	2	\$14,400.00	\$28,800.00
Total 2021 Acquisition Cost:				\$228,800.00

Year 2 Software Cost (45% discount)

Product	Description	Qty	Unit Price	Total Price
CLENF3	Laserfiche Subscription: Business/Full Users – 4,500 Participant Users – 1,800	1	\$275,000.00	\$275,000.00
VIP001	LFC VIP Level 1 Support Package (Up to 80 Hours)	2	\$14,400.00	\$28,800.00
Total 2022 Renewal Cost:				\$303,800.00

Year 3 Software Cost (20% discount)

Product	Description	Qty	Unit Price	Total Price
CLENF3	Laserfiche Subscription: Business/Full Users – 4,500 Participant Users – 1,800	1	\$400,000.00	\$400,000.00
VIP001	LFC VIP Level 1 Support Package (Up to 80 Hours)	2	\$14,400.00	\$28,800.00
Total 2023 Renewal Cost:				\$428,800.00

Year 4 Software Cost (10% discount)

Product	Description	Qty	Unit Price	Total Price
CLENF3	Laserfiche Subscription: Business/Full Users – 4,500 Participant Users – 1,800	1	\$450,000.00	\$450,000.00
VIP001	LFC VIP Level 1 Support Package (Up to 80 Hours)	2	\$14,400.00	\$28,800.00
Total 2024 Renewal Cost:				\$478,800.00

Year 5 Software Cost (0% Discount – At Cost)

Product	Description	Qty	Unit Price	Total Price
CLENF3	Laserfiche Subscription: Business/Full Users – 4,500 Participant Users – 1,800	1	\$500,000.00	\$500,000.00
VIP001	LFC VIP Level 1 Support Package (Up to 80 Hours)	2	\$14,400.00	\$28,800.00
Total 2025 Renewal Cost:				\$528,800.00

Laserfiche Software

Within the Enterprise Subscription platform, the following components will be included for Ramsey County:

Product	Description
Laserfiche Server	Core application and content server for Self-Hosted Laserfiche systems.
Laserfiche Repository	Stores all Laserfiche content types in an organized folder hierarchy.
Laserfiche Web Client	Enables users to access the repository through all modern internet browsers.
Laserfiche Windows Client	Enables users to access the repository through an installed desktop application.
Laserfiche Mobile	Enables users to access the repository through a mobile application available on iOS, Android, and Windows devices.
Laserfiche Advanced Audit Trail	Tracks all attempted and failed events performed in the repository.
Laserfiche Records Management	Provides integrated, DoD 5015.2 certified records management functionality to keep track of documents through their complete records lifecycle, including cutoff and disposition actions.
Laserfiche Snapshot	Virtually prints content into the repository as a TIFF image, generates associated text for full-text searching, and allows for indexing upon import.
Laserfiche Quick Fields Complete	Provides automated capture and processing capabilities to content from a scanner, network drives, or content already in the repository. Processing capabilities include: Real-Time Lookups, Barcode Reading, Pattern Matching, Zone OCR, Scripting, Document Classification, Auto-Annotations, and Optical Mark Recognition.
Laserfiche Quick Fields Agent	Enables the scheduling of Quick Fields sessions to run unattended.
Laserfiche Import Agent	Monitors network folders, imports files into the Laserfiche repository, generates associated text for full-text searching, as well as automatically index and route documents based on the Window's file path or name.

Product	Description
Laserfiche Microsoft Office Integration	Allows for direct content import, as well as indexing capabilities, from a Laserfiche ribbon at the top of all Microsoft Office products. Within Outlook, emails and attachments can be imported to the repository and auto-indexed with email properties, such as the to, from, subject, time received, etc.
Laserfiche Process Automation (Workflow & Forms)	Automates content processing through the configuration of a drag-and-drop workflow designer, as well as enables the collection, routing and processing of information captured on an electronic form through the configuration of a drag-and-drop forms and business process designer.
Laserfiche Connector	Provides a non-programmatic means for integrating Laserfiche with a line of business applications to perform actions such as searching based on identified fields on a page, indexing content being scanned into the repository, kicking off Workflows, etc.
Laserfiche SharePoint Integration	Enables users to browse and search Laserfiche contents from SharePoint and send content from SharePoint to Laserfiche based on content type.
Laserfiche DocuSign Integration	Enables organizations to initiate a signing process with DocuSign from Laserfiche Web Client by choosing a document, DocuSign template, and who needs to sign it, then ultimately saving the executed document back into Laserfiche as a new version.
Laserfiche SDK	Includes access to the same Web Services, APIs, and libraries used to develop the Laserfiche applications.
Laserfiche Public Portal	Allows concurrent, read-only connections to allocated areas of the Laserfiche repository to be accessed by unauthenticated (public) users.
Laserfiche Forms Portal	Allows form submissions from unauthenticated (public) users.
Participant Users	Limited, authenticated access to Laserfiche for employees. Participant User licenses provide the ability to participate in forms processes (submit, review, approve, etc.) and have read-only access to the repository.

Support

Laserfiche Software Support Plan

With the rapid pace of technology, it can be a major challenge to keep systems secure, efficient and up-to-date. The Laserfiche Software Support Plan (LSSP) is an annual investment that provides customers with comprehensive resources to meet this challenge successfully—and to maximize the return on Laserfiche investments.

LSSP is prepaid as part of the bundled annual subscription license for self-hosted and SaaS systems. LSSP may be purchased with a perpetual system and auto-renews on the original date of purchase of the underlying perpetual licenses. With the LSSP program, Laserfiche provides the following services:

- **Rapid-response technical support**—Laserfiche Consulting will promptly troubleshoot and resolve issues that arise, mitigating the impact to operations or user productivity.
- **The latest hotfixes, updates, and patches**—These critical items ensure that the Laserfiche system continues to operate at peak efficiency.
- **New releases**—Customers can make sure their system stays current with the latest functionality, as new releases of licensed products are included at no additional charge.
- **Online support resources**—Customers receive 24/7 access to the Laserfiche Support Site, which offers product videos, user guides, and detailed technical information that enables end-users and system administrators optimize system performance and usability.
- **Comprehensive Training**—Customers can take advantage of numerous hands-on training opportunities—including Regional Trainings and the annual Laserfiche Empower Conference—where Laserfiche experts instruct and demonstrate best practices in using and supporting Laserfiche tools.

LSSP Package Summary

Laserfiche is pleased to offer two distinct packages of the Laserfiche Software Assurance Plan to align with your organizational needs for ongoing support:

Basic LSSP

Basic support includes all updates, access to online support resources, and a 24-hour response time with Laserfiche Helpdesk. Basic LSSP is included with all Laserfiche systems as a component of the subscription licensing package.

Premium LSSP

Premium support includes all updates, access to online support resources, and a 4-hour response time (excluding holidays) with Laserfiche Helpdesk. Online chat support is available from Sunday at 5 p.m. PST through Friday at 5 p.m. PST (except on weekdays between 2 a.m. and 6 a.m. PST). Premium support is available as add-on upon request.

Laserfiche VIP Support

Laserfiche Consulting VIP Hours are packages of professional service hours for customers who either have a number of small projects for a given year or would like the security of having available hours to use for non-core product support.

VIP Hours are sold in three (3) different sized packages: 24 hours, 40 hours, and 80 hours, with examples for use as follows:

- Small projects (low complexity workflows, business process updates, etc.)
- Business Process Consulting & System Audits
- Training
- Laserfiche Certification Courses
- Laserfiche Corporate Trainings (Regional Training and Virtual Trainings)

Up to two Laserfiche Empower passes also come with the 40 and 80 hours packages, which is Laserfiche’s largest corporate training event of the year. Enjoy a week of hands-on labs and seminars, allowing you to share implementation experience with over 4,000 members of the Laserfiche community.

Hours	Package Rate
24	\$5,400
40	\$8,100
80	\$14,400



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“**Affiliate**” means, with respect to a party, any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities (but only as long as such person or entity meets these requirements).

“**Confidential Information**” means all nonpublic information, whether disclosed by a party or its Affiliates or their respective employees or contractors, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information also includes: (a) Laserfiche Software and Documentation; (b) Laserfiche’s source code, non-public application programming interfaces, know-how, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, methodology and trade secrets; (c) nonpublic information relating to a party or its Affiliates’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (d) third-party information that each party is obligated to keep confidential; and (e) the terms of any agreements, discussions or negotiations between the parties or their respective Affiliates regarding this Agreement or the Laserfiche Software. Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this Agreement or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known to Licensee at the time Licensee received it from us; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; (iv) can be shown by documentation to have been independently developed by the receiving party without reference to the other party’s Confidential Information; or (v) must be disclosed pursuant to the Minnesota Government Data Practices Act, Ch. 13.

“Documentation” means the getting started guides, user guides, user quick reference guides, and other technical and operations manuals and specifications published by Laserfiche for the Laserfiche Software.

“Effective Date” means the earliest to occur of the following dates: (a) the date that Licensee accepts this Agreement, (b) the date Laserfiche delivers the applicable license key to Licensee, or (c) the date that you download the Laserfiche Software.

“Evaluation Product” means Laserfiche Software furnished to Licensee for evaluation purposes or other limited, temporary use as authorized by us in accordance with Section 3, and that is not the subject matter of a separate written evaluation agreement executed by and between Laserfiche and Licensee.

“Intellectual Property Rights” means (a) all patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; (c) trade secrets; and (d) all other intellectual property rights and similar forms of worldwide protection.

“Laserfiche”, “Licensor”, “we”, “our” or “us” means the Laserfiche entity that is contracting with Licensee, as set forth in Section 17.8.1.

“Laserfiche Product” means collectively the Laserfiche Software and Documentation.

“Laserfiche Product Components” means Laserfiche Self-Hosted Product Components and Laserfiche Cloud Product Components.

“Laserfiche Self-Hosted Product Component” means a Laserfiche Product Component that is proprietary to Laserfiche, and subject to Subscriber compliance with this Agreement, which may be installed and operated on servers owned or operated by or for Subscriber for use with Laserfiche Cloud.

“Laserfiche Site” means the website located at <http://www.laserfiche.com>, or any successor domain.

“Laserfiche Software”, “Software” or “Self-Hosted Laserfiche Software” means: (a) the Laserfiche proprietary software specified on the Order Form for use on a Self-Hosted Basis, and (b) any and all modifications and enhancements to the software described in clause (a) hereof, including updates or upgrades, if any, provided by us for such software.

“Licensee” means the individual, company, or other legal entity that is licensing the Laserfiche Product under this EULA as specified on the Order.

“Order Form” or “Order” means an ordering form or an order confirmation, which specifies the products ordered directly from Laserfiche or indirectly through a Laserfiche authorized reseller or distributor by or on behalf of Licensee. Each Order that specifies Self-Hosted Laserfiche Software incorporates the terms and conditions of this Agreement solely with respect to such Self-Hosted Laserfiche Software.

“Self-Hosted Basis” means use of software on servers owned or operated by or for Licensee.

“Third Party Content” means any documents, files, data, text, audio, video, images, forms, process definitions, workflows, configuration, applications, software code, or other content and information owned by a third party, excluding Third Party Products.

“Third Party Product” means any product or service offering that is proprietary to a third party.

“Usage Limit” shall have the meaning set forth in Section 6.

“Use” means Licensee’s Users downloading, installing, copying, accessing or otherwise utilizing the Laserfiche Software on a Self-Hosted Basis for Licensee’s own use, and not for further resale of the Laserfiche Software or any services (such as, but not limited to, service bureau services) based on the Laserfiche Software.

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- (ii) security measures included in the Software.

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7.2 **Renewal of Subscription Term.** In order to renew the Subscription, Licensee must provide us with written notice of Licensee’s intention to renew the Subscription at least 45 days before the end of the then current Subscription term.

7.3 **Modification of Fees upon Renewal.** We may modify the Subscription fee by notifying Licensee at least 90 days before the end of the then-current Subscription term. The Subscription fee increase will take effect upon the start of the next Subscription term subject to County’s written agreement via an amendment.

7.4 **Consequences of Non-Payment.** If Licensee fails to make full payment of the Subscription fee and any undisputed outstanding balance remains unpaid 30 days after the due date, the Subscription Software will automatically stop functioning entirely. Licensee must make full payment of the Subscription fee before the Subscription Software will resume functioning.

7.5 **Updates and Support.** The Subscription includes Software updates, access to online support resources, and Basic or Premium support as described in any Laserfiche Software maintenance and support plan during the term of the Subscription. A Subscription for Self-Hosted Laserfiche Software does not entitle Licensee to the use of Laserfiche Cloud, unless Licensee has also entered into the Laserfiche Cloud Subscription Agreement.

8. **Third Party Materials**

8.1 **Third Party Open Source Software.** Certain items of independent, third party code may be included in the Laserfiche Software that are subject to open source licenses (“**Open Source Software**”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this EULA limits Licensee’s rights under, or grants Licensee rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software.

8.2 Third Party Integrations. The Laserfiche Software may integrate with Third Party Products or Third Party Content through APIs made available by the owner of such Third Party Products or Third Party Content (“**Third Party APIs**”). Laserfiche makes no representations or warranties regarding the suitability of any such Third Party Products, Third Party Content or Third Party APIs for Licensee’s intended requirements or purposes, including for use with the Laserfiche Software or Licensee’s systems. Further, Laserfiche makes no representations or warranties regarding the integrity of data transmitted, transferred, stored, obtained or received through any such Third Party Products, Third Party Content, or Third Party APIs. Laserfiche is not obligated to maintain or support any such Third Party Products, Third Party Content, or Third Party APIs, or to provide Licensee with updates, fixes, or services related thereto. Laserfiche makes no representations or warranties regarding the availability, functionality, or any changes to the features or specifications, of any such Third Party Products, Third Party Content, or Third Party APIs. Licensee assumes all risk arising from the use of any such Third Party Products, Third Party Content, or Third Party APIs, including the risk of damage to Licensee’s computer system, software, the corruption or loss of data, and compliance with all applicable laws and regulations (such as, but not limited to, the laws and regulations related to privacy and data protection).

9. Confidentiality and Other Restrictions

9.1 Confidentiality Restrictions. Each party will use each other’s Confidential Information only as permitted under this Agreement. Neither party will disclose the other party’s Confidential Information during the term of this Agreement or at any time during the seven-year period following any termination of this Agreement unless required by applicable law. If the receiving party believes disclosure of Confidential Information is required by applicable law, it will not disclose such information without first giving the disclosing party at least 5 business days’ notice in writing. Each party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the other party’s Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. Neither party will issue any press release or make any other public communication with respect to this Agreement or the use of Laserfiche Software without the other party’s prior written authorization and approval of the content of the proposed statement or communication.

9.2 Additional Restrictions. Licensee agrees that, during the term of this EULA and after any termination or expiration of this EULA, Licensee will not directly or indirectly, alone or in conjunction with any other person or company: (a) attempt to write or develop software in an effort to discover, copy or recreate the source code or any trade secrets contained or embodied in the source code of the Software; or (b) utilize the Software, Documentation, or Laserfiche Confidential Information, either directly or indirectly, to sell, market, develop or distribute any software product that competes with the Software; or (c) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to assist, advise or consult with any other person or company in selling, marketing, developing or distributing any software product that competes with the Software; or (d) publish the Software for others to copy or use; or (e) utilize the Software, Documentation, or Laserfiche Confidential Information, directly or indirectly, to convert, or to assist, advise or consult with any other person or company to convert, any end user of the Software to a software product that competes with the Software; or (f) seek to discover or use our trade secrets or Laserfiche Confidential Information, except to the extent explicitly permitted by applicable law notwithstanding this limitation, by reverse engineering,

decompiling, disassembling, copying or any other technique, except as provided in Section 15 below.

10. Term and Termination. This EULA will remain effective until the expiration of the applicable license or Subscription term as set forth in the Order Form, unless terminated earlier in accordance with this EULA. Licensee may terminate the EULA at any time by returning or destroying all versions and copies of the Software and the Documentation in Licensee's possession or control that it is not legally required to maintain. This EULA will immediately terminate if (i) Licensee breaches any of its terms or conditions, or (ii) if Licensee fails to pay any portion of the applicable license or Subscription fees and Licensee fails to cure that payment breach within 30 days of receipt of a written notice from us. Laserfiche may also terminate this Agreement upon written notice if Licensee commences or participates in any legal proceeding against Laserfiche. Upon termination of this EULA, you must immediately cease all use of the Software and the Documentation and return to Laserfiche or destroy all versions and copies of the Software and the Documentation in Licensee's possession or control not otherwise legally required to maintain. Licensee must remove and uninstall all Software programs and Documentation from all hard drives and other devices on which the Software or the Documentation may be found. The termination or expiration of this EULA will not terminate Licensee's obligations under this EULA, nor will it (i) release Licensee from the obligation to pay any monies that Licensee may owe Laserfiche; (ii) operate to discharge any liability that Licensee incurs before such termination or expiration; or (iii) waive any obligation which is intended to survive such termination or expiration. The rights and obligations of a party which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes shall survive any termination or expiration of this EULA including, without limitation, the following Sections: 1 (Definition), 4 (Laserfiche Proprietary Rights and Licenses), 5 (License Restrictions), 8 (Third Party Materials), 9 (Confidentiality and Other Restrictions), 10 (Term and Termination), 11 (Indemnification), 12.2 (Exclusions), 12.3 (Disclaimer), 13 (Limitation of Liability), 14 (Basis of Bargain), 16 (Audit Rights), and 17 (Miscellaneous).

11. Indemnification. LICENSEE HAS SOLE AND EXCLUSIVE RESPONSIBILITY FOR BACKING-UP LICENSEE'S DATA OR CONTENT OR THIRD PARTY DATA OR CONTENT IN HARD DRIVE, SYSTEM, STORAGE OR DEVICE OWNED OR OPERATED BY OR FOR LICENSEE (collectively, "Licensee Data") WHETHER OR NOT THE SOFTWARE INTERACTS WITH LICENSEE DATA. LASERFICHE WILL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA OR CONTENT. Licensee hereby agrees to indemnify, defend and hold harmless Laserfiche, its affiliates and authorized resellers, and each of Laserfiche's, its affiliates' and authorized resellers' employees, officers, directors, shareholders, and agents (each, an "Indemnified Party"), from and against all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to: (i) Licensee Data, including any loss of Licensee Data for any reason whatsoever; (ii) Licensee's or any User's actions, misuse of the Software, non-compliance with this EULA, or failure to operate the Software in accordance with this EULA; or (iii) Licensee's or any User's use of the Software including, without limitation, in violation of any applicable laws.

If Licensee is a government entity, the indemnification obligation in Section 11 above shall not apply. However, Licensee agrees that all other terms and conditions of this EULA shall apply to Licensee.

For purposes of this Section 11, all claims, damages, fines, penalties, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) suffered by any Indemnified Party arising out of or relating to any relevant third-party claim shall be deemed to be suffered by Laserfiche directly.

12. Limited Warranty; Exclusions; Disclaimer

- 12.1 Limited Warranty. THE SOFTWARE IS WARRANTED SOLELY TO LICENSEE, THE ORIGINAL LICENSEE, THAT, FOR A PERIOD OF 3 MONTHS FROM THE DATE THE SOFTWARE IS MADE AVAILABLE TO LICENSEE ("**Warranty Period**"), IT SHALL SUBSTANTIALLY CONFORM TO ITS DOCUMENTATION WHEN USED IN ACCORDANCE WITH THIS EULA. At its own expense and as its sole obligation and Licensee's exclusive remedy for any breach of this warranty, Laserfiche will: (a) at Laserfiche's option, correct any reproducible errors in such nonconforming Software so that it conforms to the foregoing warranty or replace such nonconforming Software with Software that conforms to the foregoing warranty; or (b) if the options in clause (a) hereof are not commercially reasonable, as determined in Laserfiche's sole discretion, Laserfiche will refund to Licensee the fees paid to Laserfiche for such non-conforming Software, in which case Licensee's right to use such Software will terminate. Any error correction provided to Licensee will not extend the original Warranty Period.
- 12.2 Exclusions. Notwithstanding anything in this EULA, Laserfiche will have no responsibility or liability of any kind, whether for breach of warranty or otherwise arising or resulting from: (a) combination of the Software with products, equipment, software, or data not supplied by Laserfiche; (b) any use based on unauthorized distribution or sale of the Laserfiche Product; (c) any use of the Laserfiche Product other than in accordance with this EULA; (d) any modification of the Laserfiche Product by anyone other than Laserfiche or contractors authorized in writing by Laserfiche; or (e) any Laserfiche Product rendered defective or non-conforming, in whole or in part, due to: (i) abnormal physical or electrical stress, abnormal environmental conditions, neglect, misuse, accident, fire or other hazard; (ii) improper testing, handling, storage, transportation, operation, interconnection, or installation by anyone other than Laserfiche or contractors authorized in writing by Laserfiche; (iii) failure to continually provide a suitable installation or operation environment; (iv) any other cause beyond the range of normal use of such Laserfiche Product; or (v) any Evaluation Product.
- 12.3 Disclaimer. EXCEPT AS SET FORTH IN SECTION 12.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE LICENSES THE SOFTWARE TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS AND EXPRESSLY DISCLAIMS REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY PURPOSE, TITLE, NONINFRINGEMENT, INTEGRATION, ACCURACY, AND COMPLETENESS. LASERFICHE DOES NOT WARRANT OR GUARANTEE THAT (A) THE LASERFICHE PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, OR BE COMPATIBLE OR (B) THAT THE LASERFICHE PRODUCT WILL OPERATE FAIL SAFE, UNINTERRUPTED OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS.

13. LIMITATION OF LIABILITY

- 13.1 EXCLUSION OF CERTAIN TYPES OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR SUPPLIERS BE LIABLE TO LICENSEE OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT,

INCIDENTAL, CONSEQUENTIAL OR PUNITIVE OR EXEMPLARY DAMAGES OR FOR LOSS OF PROFITS, SALES, BUSINESS OPPORTUNITIES, REVENUES, GOODWILL, REPUTATION, INFORMATION OR DATA, COSTS OF RECREATING LOST OR CORRUPTED INFORMATION OR DATA, OR COSTS OF SUBSTITUTE SOFTWARE, PRODUCTS, OR SERVICES, REGARDLESS OF WHETHER LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, OR SUPPLIERS HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM OR RELATED TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, DELIVERY OF SUPPORT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES.

13.2 LIMITATIONS ON DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE CUMULATIVE LIABILITY OF LASERFICHE FOR ANY AND ALL DAMAGES SUFFERED BY LICENSEE, ANY USER, AND ANYONE ELSE, WHETHER ARISING FROM OR RELATING TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED TWO TIMES THE TOTAL DOLLAR AMOUNT THAT IS ACTUALLY PAID TO LASERFICHE FOR THE DEFECTIVE SOFTWARE COMPONENT WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LICENSEE PROVIDES LASERFICHE WRITTEN NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT.

14. Basis of Bargain. The warranty disclaimer in Section 12.3 and limitations of liability set forth in Section 13 are fundamental elements of the basis of the agreement between Laserfiche and Licensee. The limitations of liability in Section 13 shall apply notwithstanding the failure of any essential remedy. Laserfiche would not be able to provide the Laserfiche Product on an economic basis without such limitations. The warranty disclaimers and limitations of liability inure to the benefit of Laserfiche and Laserfiche's representatives.

15. Interoperability. To the extent required by applicable law, Laserfiche shall provide Licensee with the interface information needed to achieve interoperability between the Software and another independently created program. Laserfiche will provide this interface information at Licensee's written request after Licensee pays Laserfiche's licensing fees. Licensee will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Laserfiche makes such information available.

16. Audit Rights. During the term of this EULA and for one year thereafter, Licensee agrees that we or our designated agent may inspect and audit the use of the Laserfiche Product licensed by Licensee, including inspecting and auditing Licensee's and its affiliates', and each of Licensee's and its affiliates' contractors', facilities, systems, and records, to verify compliance with this EULA. Any such inspection and audit will take place only during Licensee's and its affiliates' normal business hours and upon no less than 10 days prior written notice to Licensee. Laserfiche will give Licensee written notice of any non-compliance, including any underpayment of fees, and Licensee will have 15 days from the date of such notice to make payment to Laserfiche for such underpayment. If the shortfall in the amount payable by Licensee exceeds 5% of the total amount that would otherwise be payable by Licensee, Licensee will also pay us for the cost of such inspection and audit. Licensee will

promptly pay us for any amounts shown by such audit to be due and owing to us plus interest at 1.5% per month, or the maximum amount permitted by applicable law, whichever is lower, from the due date until paid. Licensee agrees to take reasonable steps to maintain complete and accurate records of the use of the Laserfiche Product sufficient to verify compliance with this EULA.

17. Miscellaneous

- 17.1 Waiver; Severability. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by Laserfiche must be in writing to be effective. If any provision of this EULA is for any reason held unenforceable or invalid, then this EULA will be construed as if such provision were not contained in this EULA. No course of performance, course of dealing, or usage of trade will override the written terms of this EULA.
- 17.2 Entire Agreement and Order of Precedence. This EULA, along with the applicable Order Form, is the entire agreement between Licensee and us regarding the use of the Laserfiche Product and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the Laserfiche Product. In the event of any conflict or inconsistency among the ordering documents, the order of precedence will be: (1) this EULA, (2) the Order Form, but solely with respect to the Laserfiche Product and not any unrelated add-ons or services purchased or other terms agreed to with a Laserfiche authorized reseller. Any agreement between Licensee and Laserfiche authorized reseller or distributor: (a) does not modify the terms and conditions of this Agreement or a Laserfiche Order Form, and (b) does not create obligations for, or otherwise bind, Laserfiche.
- 17.3 Modifications to the EULA. Any modification of this Agreement must be in writing and executed by both parties.
- 17.4 Limitation on Actions. To the extent permitted by applicable law, any suit, claim, action or proceeding based on or related to this EULA, its terms or conditions, or arising out of its performance or breach, whether in contract or tort, must be instituted by Licensee against us within 2 years after the occurrence of any one or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. Licensee waives the benefit of any statute of limitations which specifies a period longer than 2 years for filing an action or proceeding.
- 17.5 U.S. Government End Users. Laserfiche Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if Licensee is part of the US Government or are a contractor for the U.S. Government, Licensee shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.
- 17.6 Export Restrictions. Licensee acknowledges that Laserfiche Software and Documentation may be subject to applicable U.S. and international import and export restrictions, including restrictions imposed by the U.S. Export Administration Regulations as well as end-user, end-use

and destination restrictions issued by the U.S. Government and the governments of other nations. Licensee agrees to comply with all applicable national and international laws that apply to the transport of the Software across national borders or to its use in any such jurisdiction. Licensee is responsible for any violation of the U.S. or other applicable export control or economic sanctions laws, regulations and requirements related to the Laserfiche Software. By accepting this EULA, Licensee represents and warrants that Licensee is not a resident or citizen of any country currently embargoed by the U.S. and that Licensee is not otherwise prohibited from receiving the Laserfiche Software.

17.7 Notices.

17.7.1 Notice to the Licensee. All notices to the Licensee 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. Notices shall be directed to: Contract Administrator, 90 W. Plato Blvd., St. Paul, MN 55107.

17.7.2 Notice to Laserfiche. To provide notice to Laserfiche under this Agreement, Licensee must contact Laserfiche as follows: (a) by facsimile transmission to the fax number posted on the Laserfiche Site for the applicable Laserfiche entity the Licensee contracted with, attention Legal Department; or (b) by personal delivery, overnight courier or registered or certified mail to the applicable Laserfiche entity the Licensee contracted with, attention Legal Department, at the address specified for such Laserfiche entity posted on the Laserfiche Site. The Licensee may also notify Laserfiche by sending an email to notices@laserfiche.com directed to the attention of the Legal Department, provided that the Licensee shall also provide a copy of such notification using the methods described in sub-clause (a) or (b) hereof. Laserfiche may update the facsimile number, or email address, or address for notices to us by posting a notice on the Laserfiche Site or giving Licensee email notice in accordance with subsection 17.7.1. Notices will be effective on the second business day following their receipt by Laserfiche.

17.8 Governing Law, Arbitration, Jurisdiction and Venue.

17.8.1 This table identifies the law that governs the EULA and the specific arbitration venue that have exclusive jurisdiction over any claim arising under this EULA. Except as otherwise specified below, Licensee and Laserfiche agree to arbitrate any and all disputes in any way related to this EULA by final and binding arbitration as set forth below. Licensee further waives the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. This EULA will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All arbitration proceedings will be held and a transcribed record prepared in English. There will be only one arbitrator. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing nothing in this EULA will be deemed to prevent Laserfiche from seeking injunctive relief (or any other provisional

remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this EULA. The prevailing party in any suit will recover its reasonable attorneys’ fees and costs, including expert costs, from the other party.

<u>Laserfiche Contracting Entity</u>	<u>Country or Territory based on Licensee’s address specified in the Order</u>	<u>Governing Law</u>	<u>Arbitration</u>
Compulink Management Center, Inc. 3545 Long Beach Blvd. Long Beach, CA 90807 USA	United States and its territories, Latin America, or the Caribbean; or any other territory or country not captured by entities below	State of California, United States of America and all locales not specifically mentioned in relation to an entity below.	The arbitration will be heard at American Arbitration Association (“AAA”) offices in Los Angeles County, California, in accordance with AAA’s Commercial Arbitration Rules in effect at the time of the arbitration.
Laserfiche Strategic Services Canada Inc. 306, 1 Valleybrook Drive, North York, Toronto, Ontario M3B2S7 CANADA	Canada	State of California, United States of America	The arbitration will be heard at AAA offices in Los Angeles County, California, in accordance with AAA’s Commercial Arbitration Rules in effect at the time of the arbitration.
Laserfiche International Limited 2301, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG	Asia and Australia	Hong Kong	The arbitration will be heard at the Hong Kong International Arbitration Centre in accordance with its Domestic Arbitration Rules in effect at the time of the arbitration.
Laserfiche Ireland Ltd. 2nd Floor, Palmerston House Denzille Lane Dublin 2, DO2 WD37 IRELAND	United Kingdom, European Economic Area (EEA), and Eastern Europe	Laws of the Republic of Ireland	The arbitration will be heard in Dublin, Ireland, at the Dublin International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.

17.8.2 If Licensee is a U.S., state, or local government entity, the subsection 17.8.1 above shall not apply. If Licensee is a U.S. government entity, this Agreement is governed by the laws of the United States, and if Licensee is a state or local government in the United States, this Agreement is governed by the laws of that state. Any action to enforce this Agreement must be brought in the County of Ramsey in the State of Minnesota. This choice of jurisdiction does not prevent either party from seeking

injunctive relief in any appropriate jurisdiction with respect to violation of Intellectual Property Rights.

17.9 Legal Effect. This EULA describes certain legal rights. Licensee may have other rights under the laws of Licensee's locality. This EULA does not change Licensee's rights under the laws of Licensee's locality if the laws of Licensee's locality do not permit it to do so. This includes the Freedom of Information Act (FOIA) and related regulations, as applicable.

17.10 Assignment. Neither this EULA, nor the rights or obligations arising under this EULA, are assignable by Licensee, and any such attempted assignment, novation, or transfer shall be void and without effect. We may assign, novate, or transfer this Agreement with notice to Licensee but without Licensee's consent. This EULA will be binding upon and inure to the benefit of the parties and respective successors and permitted assigns.

17.11 Construction. The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word "including" or "include(s)" means "including but not limited to." Licensee agrees that this EULA will not be construed against Laserfiche by virtue of having drafted them. The official text of this EULA and any Order Form, amendment, or notice submitted hereunder, will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

17.12 Electronic Conduct of Business. Each party agrees to transact business by electronic means, including but not limited to transmittal of notices and execution of additional documents, if any, related to this Agreement.

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Last Updated March 2021



Laserfiche Software Support Plans

Laserfiche software support plans offer various technical support options and comprehensive professional service packages for Laserfiche on-premises and cloud systems. In addition to the benefits described in this policy (“**Support Plan Policy**”), software support plans provide tremendous cost savings and plenty of resources that maintain the health and performance of your Laserfiche solution.

All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche (“**Laserfiche Software Solution**”). Payment of Laserfiche software support plans should be made in accordance with the applicable requisition document(s) either directly to Laserfiche or an authorized Laserfiche Solution Provider. To learn more about Laserfiche software support plans, please refer to this Support Plan Policy, which may be updated from time to time.

NEW SYSTEMS

A customer that licenses a new system must subscribe for at least one year of a software support plan. Customers who license a perpetual system will receive an additional 30 days of software support plan at no cost. As such, the software support plan renewal date for perpetual systems will be 13 months from the invoice date. The software support plan bundled with Subscription and Cloud systems will auto-renew 12 months from the invoice date (“**Subscription Renewal Date**”). The license for an on-premises Subscription system will cease to work 30 days after the Subscription Renewal Date if payment is not made. Customers must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.

SOFTWARE SUPPORT PLAN OPTIONS

Laserfiche software requires a software support plan to receive benefits including technical support, access to the latest version releases, hotfixes and patches, online support resources and more.

To maximize your investment, Laserfiche offers a higher level of support through its premium level plans. Premium plans receive enhanced technical support through (a) direct webchat communication with Laserfiche support personnel, (b) priority attention for any Laserfiche Software Solution support cases submitted to the Laserfiche team, and (c) preferred pricing for Laserfiche Regional Training and the annual Laserfiche Empower Conference.

	Basic Required with Avante, bundled with Cloud	Basic Required with Rio, bundled with Subscription	Premium Upgraded service for Avante, Rio, Subscription, and Cloud basic support
Automatic access to new product update versions and hotfixes ¹	✓	✓	✓
Access to purchase additional software	✓	✓	✓
Software credit eligibility for product upgrades ²	✓	✓	✓

¹ To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.

² See Software Support Plan and Software Credit Eligibility section for details.

Laserfiche support case response times ³	24 hours	24 hours	4 business hours
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums	✓	✓	✓
Direct-to-Laserfiche webchat ⁴		✓	✓
Preferred pricing on Laserfiche Regional Training and the annual Laserfiche Empower Conference ⁵			✓

RENEWALS

Laserfiche Solution Providers will receive a renewal quote 90 days prior to the customer’s renewal date. Solution providers will have up to 90 days leading to the customer’s renewal date to (a) make adjustments to an existing configuration, then (b) notify Laserfiche of intent to renew upon the customer’s explicit consent to move forward with the renewal quote. Upon confirmation, Laserfiche will provide an invoice for the upcoming renewal to the solution provider, who is committing to remit payment by the invoice due date.

If an expansion is quoted before renewal confirmation, then the corresponding software support plan will prorate to the customer’s current expiration date. If an expansion is quoted after renewal confirmation, then the corresponding software support plan will prorate to the customer’s future expiration date, taking into account the renewal commitment.

SOFTWARE SUPPORT PLAN AND SOFTWARE CREDIT ELIGIBILITY

Customers may apply software credit towards the purchase of a Laserfiche Software Solution of equal or greater value (“**Product Upgrades**”), where the amount credited is up to the total initial purchase price of the applicable Laserfiche Software Solution. Ancillary payments such as customer installation fees or extraneous professional services cost are not eligible for credit amounts.

Product Upgrade	Credit Awarded
Perpetual to Perpetual licensing <i>(e.g., Team or United to Avante/Rio or Avante to Rio)</i>	Software and remaining prepaid software support plan credit towards trade-in cost
Perpetual to Subscription-based licensing <i>(e.g., Avante/Rio to on-premises Subscription/Cloud)</i>	Remaining prepaid software support plan credit towards first-year subscription cost
Subscription-based to Perpetual licensing <i>(e.g., on-premises Subscription/Cloud to Avante/Rio)</i>	No credit given

To be eligible for software credit of a Product Upgrade, the software support plan associated with the new Laserfiche Software Solution must be of equal or greater value than the applicable software support plan associated with the Laserfiche Software Solution presented for trade-in. For example, if upgrading to Rio, the software support plan should be of equal or greater value than that of the Avante system being traded in. Multiple affiliated Laserfiche Software Solutions may be traded in for a single system, subject to Laserfiche approval.

If upgrading to subscription-based licensing, Laserfiche will credit the current prorated software support plan towards

³ Laserfiche HelpDesk allows solution providers to submit support cases to Laserfiche support engineers and availability is based on normal business hours, which are Monday through Friday, 6:00AM to 6:00PM U.S. Pacific Time, excluding public holidays.

⁴ Webchat is a direct line of communication for your designated support personnel to chat with Laserfiche support engineers available Sunday 6:00PM through Friday 6:00PM US Pacific Time, excluding public holidays.

⁵ Receive 50% off Empower registration fees and buy two registrations get one free for Regional Training.

first-year subscription costs upon receipt of a signed Laserfiche Letter of Removal (LOR), which acknowledges forfeiture and removal of the perpetual Laserfiche Software Solution being traded in.

If the software support plan is expired at the time of request for a perpetual to perpetual licensing Product Upgrade, the software support plan subscription must be reinstated prior to trade-in to qualify for maximum software credit. If the software support plan was expired for less than one year when upgrading, the end user must pay the Reinstatement Fee (as defined below) to receive 100% software credit. If the software support plan is expired for more than one year when upgrading and the end user does not pay the Reinstatement Fee, the following partial software credit will be applied:

Expired Software Support Plan Duration	Software Credit Awarded
1 – 2 years	60%
2 – 4 years	40%
4 – 5 years	20%
5+ years	0%

MAINTAINING SOFTWARE SUPPORT PLANS

In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, you must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that your software support plan is expired for more than 45 days, the plan will need to be reinstated as described in this Section and an additional reinstatement fee will apply (“**Reinstatement Fee**”). The total “**Reinstatement Cost**” includes one year of the software support plan in addition to the Reinstatement Fee. The reinstated software support plan will be valid for one year from the date the renewal invoice with the reinstatement fee was submitted.

The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

Reinstatement Fee example:

The annual software support plan expired on 1/1/19 and the renewal invoice is \$1,000.

On 8/25/2019, the customer chooses to reinstate their expired software support plan. In this example, the software support plan has lapsed for 236 days (1/1/2019 – 8/25/2019).

Reinstatement Fee calculation:

Year(s) lapsed = number of days lapsed / 365 days
 $236 / 365 = 0.6466$

Value of lapsed support period = annual renewal amount * year(s) lapsed
 $\$1,000 * 0.6466 = \646.58

Reinstatement Fee = 10% markup * value of lapsed support period
 $1.1 * \$646.58 = \711.24

Total Reinstatement Cost = Reinstatement Fee + annual renewal amount
 $\$711.24 + \$1,000 = \$1,711.24$

*Please note that customers who transition from a perpetual Team, United, Avante, or Rio system to either Laserfiche Subscription or Laserfiche Cloud and want to return to their perpetual system will not be charged a Reinstatement Fee.

Terms and Conditions

Laserfiche Software Support Plans do not include support for installation, configuration, customizations, preventative maintenance, integrations, migration, deinstallation, support for other software applications, or relocation services to Laserfiche Software. Software Support Plans strictly excludes coverage for malfunctions, problems and related service requests that are caused by: (a) alterations, additions, deletions, adjustments, or repairs unless directly caused by Laserfiche, its employees, Solution Providers, or subcontractors approved by Laserfiche in writing, or (b) defects, malfunctions or other problems in your hardware or non-Laserfiche software products, or your configurations, integrations, applications or customizations. Software Support Plans will not cover the service or repair of any system or component that has been damaged as a result of: (i) accident, misuse, neglect, failure to follow instructions for proper use, care or cleaning of your hardware or Laserfiche Software Solution; (ii) a force majeure event including, but not limited to, lightning, flooding, tornados, earthquakes, hurricanes, strikes, civil disturbances, terrorism or war; (iii) failure due to external factors such as accidents, fires, failures or fluctuations of electrical power or air conditioning, criminal activity, hacking or malicious interference with internet or telecommunications systems, and other acts or events beyond Laserfiche's control; (iv) abuse or excessive wear and tear; (v) third-party software, software configurations, applications, emails, downloads or any data files, worms or viruses that may corrupt your Laserfiche software or your other systems; or (vi) the moving of your system from one geographic location to another or from one purchaser or entity to another. Before requesting services from Laserfiche, it is your responsibility to back up the software and data on your hard disk drive and on any other storage device(s) in the system.

Attachment D - Compulink Professional Services Rate Card

Professional Services Fees

Product	Description	Fee
<i>Laserfiche Professional Services Hourly Fees</i>		
Install	Installation of Laserfiche related software components ⁽¹⁾	\$200/hour
Training	Training for all Laserfiche products except SDK ⁽¹⁾	\$200/hour
Consult	Requirements analysis & solution design ⁽¹⁾	\$200/hour
Doc	Documentation ⁽²⁾	\$200/hour
PM	Project management ⁽³⁾	\$200/hour
Program 1	Level I programming ⁽¹⁾	\$200/hour
Program 2	Level II programming ⁽⁴⁾	\$200/hour
Program 3	Level III programming ⁽⁵⁾	\$200/hour

- (1) Resources performing these tasks will possess:
Bachelor's of Science degree or equivalent experience in computer science or a related technical field or Laserfiche CPP Gold Certification
- (2) Resources performing these tasks will possess:
Bachelor's degree or equivalent experience in technical writing
- (3) Resources performing these tasks will possess:
Bachelor's degree and 2 years of experience managing projects, or equivalent experience
- (4) Resources performing these tasks will possess:
Bachelor's in computer science or a related technical field and at least 4 years of experience, or Master's in computer science or a related technical field
- (5) Resources performing these tasks will possess:
Bachelor's in computer science or a related technical field and at least 10 years of experience, or Master's in computer science or a related technical field

ATTACHMENT E

LASERFICHE SOLUTION PROVIDERS (SP) SUBCONTRACTORS

As set forth in Section 2.1.9 of the Agreement, Contractor may provide Professional Services through the below-listed SPs or other SPs as mutually agreed to by the Parties:

Cities Digital, Inc. (<http://www.citiesdigital.com/>)

2000 O'Neil Road, Suite 150
Hudson, WI 54016

Patrick Welsch
President
Direct: (206) 866-0233
Mobile: (651) 747-7333
Email: patrick@citiesdigital.com

Hemingway Solutions (<http://hemingwaysolutions.net/>)

10373 Yates Drive NW
Minneapolis, MN 55433

Mark Hemingway
Owner/President
Mobile: (612) 325-0013
Email: mhemingway@hemingwaysolutions.net

OPG-3, Inc. (<http://www.opg-3.com/>)

2020 Silver Bell Road, Suite #20
Eagan, MN 55122

Ivan Franklin
Vice President
Direct: (651) 233-5068
Mobile: (612) 845-3499
Email: lfranklin@opg-3.com

Exhibit 1
Business Associate Agreement

This Business Associate Agreement (“BA Agreement”) is referenced by and incorporated within Agreement # IS000199 (the “Service Agreement”) between Ramsey County, Minnesota, a political subdivision of the State of Minnesota, 15 W. Kellogg Blvd., St Paul, MN 55102 (“Covered Entity”) and Compulink Management Center, a California corporation **DBA Laserfiche**, 3545 Long Beach Blvd., Long Beach, CA 90807 (“Business Associate”) (each a “Party” and collectively the “Parties”).

Recitals

- A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended (“HIPAA”) and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
- B. Ramsey County is a Covered Entity that is a Hybrid Entity as defined at 45 C.F.R. § 164.105.
- C. The Service Agreement identifies certain program areas/units of Covered Entity that are included in Covered Entity’s Health Care Component and in need of Business Associate’s services;
- D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BA Agreement.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

- 1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
 - (a) “Business Associate” shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
 - (b) “Covered Entity” shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
 - (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.

2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Service Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Service Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.
3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:
- (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
 - (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
 - (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
 - (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
 - (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.
 - (g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:

- (1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and
 - (2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and
 - (3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.
- (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules at 45 C.F.R. Part 164.402 excludes the following circumstances and therefore Breach notice requirements do not apply:
- (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.
 - (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.
 - (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.
 - (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity

to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.

- (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
- (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

- (a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;
- (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
- (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Defense, Indemnification and Hold Harmless.** The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.

6. **Term and Termination.**

- (a) **Term.** The Term of this BA Agreement shall be effective as of the Effective Date listed below, and shall continue until terminated as provided herein.
- (b) **Termination upon Termination of the Underlying Relationship.** This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Service Agreement.
- (c) **Termination for Cause.** Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may

be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.

(d) Upon Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.
- (2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.
8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.

9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the following addresses:

if to Covered Entity, addressed to:

Chris Bogut
Privacy Officer
Ramsey County
15 W. Kellogg Blvd.
St Paul, MN 55102

if to Business Associate, addressed to:

Wylie Strout
General Counsel
Laserfiche
3545 Long Beach Blvd.
Long Beach, CA 90807

or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings.** The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts.** This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

14. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby.** This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver.** The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns.** This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement.** This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Service Agreement.
20. **Interpretation.** A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

WHEREFORE, this BA Agreement is duly approved as of the date of the Service Agreement.

Exhibit 2 – Information Security for On Premise Solutions (“Information Security Exhibit”)

- 1. County Policies, Procurements & Requirements.** Contractor will perform Services in accordance with the Agreement and any applicable County policies, procedures, and any requirements specifically provided to Contractor. If policies, procedures or standards are updated or changed, County will provide reasonable advance notice when feasible to Contractor. If Contractor is unable or unwilling to comply with the updated or changed County policies, procedures and requirements within thirty (30) days of notice of such update or change, the Agreement may be terminated. If Contractor performs Services through Contractor’s Agent, Contractor shall ensure that such Contractor’s Agent shall perform such Services in accordance with the terms of the Agreement, including any County provided policies, procedures and requirements.
- 2. Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).
- 3. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures (“**Security Program**”) that comply with information technology industry standard practices and applicable Privacy Laws. Contractor’s Security Program includes, at a minimum:

 - A.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County data.
 - B.** 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;
 - C.** 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 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
 - D.** All persons with authorized access to County data must have a documented genuine need-to-know prior to access.

- 4. Training and Supervision.** Contractor conducts appropriate and reasonable background checks or other investigations of its job candidates or Contractor's Agents prior to such persons' employment or access to County data. Contractor represents that it maintains adequate training and education programs to ensure that its employees and Contractor's Agents are aware of and adhere to its Security Program. Contractor shall exercise necessary and appropriate supervision over its employees and Contractor's Agents to maintain appropriate confidentiality and security of County data.
- 5. Third Parties.** Contractor shall not share, transfer, disclose or otherwise provide access to any County data, to any third party unless it is a Third Party Service Provider or Contractor's Agent and County has authorized Contractor to do so in writing. Contractor will ensure that any Contractor's Agent it may desire to perform any of the services required by its Agreement with County shall be obligated to have a Security Program equivalent to that required of the Contractor. Further, regarding any Security Incident (as defined in the Agreement) or Privacy Incident (as defined in the Agreement), Contractor shall contractually preserve for County all such rights as County has above. Regarding audit rights, Contractor shall contractually preserve for County all such rights as County has in Section 7 below. Contractor shall not share County data with any other third party, without prior written approval, or if required, to comply with legal process, only after notice to County. Contractor shall only retain Contractor's Agents that are capable of performing the delegated obligations in accordance with the Agreement.
- 6. 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.
- 7. Audit.** County may conduct a security review of Contractor's Security Program when determined as reasonably required by County. Contractor will provide County a summary Table of Contents 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.

- 8. Security Certification.** Contractor must maintain a level of security certification or assessment consistent with information technology industry standard practices and by a qualified third party reasonably acceptable to County. Such certifications shall be provided to County as reasonably requested by County.

- 9. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement. Contractor will comply with applicable U.S. laws and regulations concerning information security, and conduct SSAE 18 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 18 equivalent.

- 10. Anti-Malware Warranty.** 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.

- 11. Mobility and Transfer of Data.** No 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.

- 12. Security Policies.** Contractor's security policy consists of the following:
 - Policy Roles and Responsibilities
 - Data Classification and Control Policy
 - Acceptable Use Policy
 - Identity and Access Management

- Protecting Information Assets
- Managing Information Assets
- Incident Reporting and Response
- Risk and Compliance Management

13. 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 wherever possible.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

This Security Addendum is an agreement between Ramsey County, a political subdivision of the State of Minnesota (Contracting Government Agency) and Compulink Management Center, Inc., DBA Laserfiche (Contractor). This Security Addendum is in support of a contract between the Contracting Government Agency and the Contractor for the provision of services that require compliance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Systems Security Policy (CJIS Security Policy).

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security and technical security.

Exhibit 3

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor- a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.03 Contract – the primary agreement between the CGA and the Contractor for the provision of services.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgement of such receipt and the contents of the Security Addendum. The signed acknowledgements shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see CJIS Security Policy glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations

Exhibit 3

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and the Contractor.

4.02 Security violations can justify termination of the Contract between the CGA and the Contractor.

4.03 Upon notification, the CSO and FBI reserve the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend, or terminate access and services, including telecommunications links. The CSO will provide the CGA with timely written notice of any action taken. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the CSO or FBI by the CGA. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum or the Contract.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; (4) Title 28, Code of Federal Regulations, Part 20; and (5) the Contract. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be

Exhibit 3

terms and conditions of the Contract which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the Contract without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 23606

Compulink Management Center, Inc. Ramsey County, Minnesota

Signature of officer

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Board of Commissioners

Request for Board Action

Item Number: 2021-588

Meeting Date: 10/19/2021

Sponsor: Finance

Title

Joint Powers Agreement for the Central Certification Program.

Recommendation

1. Approve the Joint Powers Agreement for the Central Certification Program from the date of execution for one year with annual automatic renewals, unless a majority of the Central Certification Program members withdraw, or the program is dissolved.
2. Authorize the Chair and Chief Clerk to execute the Agreement.

Background and Rationale

Ramsey County is a member of the Central Certification (CERT) Program, in partnership with Hennepin County and the cities of Saint Paul and Minneapolis (collectively, the Collaborative).

A Joint Powers Agreements (JPA) was submitted for approval and approved by the Ramsey County Board of Commissioners in 2018. Unfortunately, the JPA was not fully executed by all parties at that time. As a result, the Procurement Division within the Finance Department is recommending that the Ramsey County Board of Commissioners approve the revised JPA which includes the city of Minneapolis and stipulates the city of Saint Paul continue as the lead agency for CERT. The JPA is also being submitted for approval by the governing bodies of the other Collaborative members, and, when approved, will allow the Collaborative to continue to build on the service provided to small business enterprises in the local marketplace. The new JPA is for a term of twelve months upon execution. The term shall automatically renew annually, unless a majority of the Collaborative members withdraw, or the Collaborative is dissolved. Collaborative members can withdraw by giving a 60-day notice. This JPA includes revisions to the Subscriber clause and inclusion of a Counterparts clause and an Electronic Signature clause.

In 1999, Hennepin County, Ramsey County, cities of Saint Paul and Minneapolis, and Independent School District 625 (collectively, the Collaborative) began to offer a centralized program for certification of small business enterprises, and/or women-owned business enterprises and/or minority-owned business enterprises and/or minority-women owned business enterprises. The certification program became known as the Central Certification Program and was managed by an outside consultant from 1999 through 2003 when the Saint Paul Schools -Independent School District 625 withdrew from the program due to program funding cuts.

In 2004, a JPA was created and submitted by the Collaborative Executive Committee for approval by the governing bodies of the Collaborative members. Since 2004, the city of Saint Paul has served as the lead agency for the CERT. In 2011, the city of Minneapolis left the collaborative but decided to rejoin the Collaborative in 2017.

In 2018, the Ramsey County Board of Commissioners approved a revised JPA which included the city of Minneapolis and stipulated that the city of Saint Paul continue as the lead agency for the CERT. The JPA term was May 1, 2018 through December 31, 2020, unless terminated sooner, and Collaborative members could withdraw by giving a 60-day notice. The term would automatically renew annually, unless a majority of the

Collaborative members withdrew, or the Collaborative was dissolved.

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. Participation in CERT allows Ramsey County the opportunity to identify and contract with small owned, minority owned, women owned, minority-women owned and emerging small business enterprises.

Ramsey County reports all actual spending on the Ramsey County open data portal, please see Central Certification Program Small Business Enterprise Spending <https://data.ramseycounty.us/stories/s/4hb6-hrjt>. The majority of the actual spending is the result of contracts that have been executed using small order authority, Ramsey County Board Chair and Chief Clerk authority and County Manager authority.

The graphs on portal show total procurement spending and disaggregates the data by non-profit, government agencies, small minority-owned, small women-owned, and small minority and women owned businesses and breaks down the small business enterprises by ethnicity. As of August 30, 2021, Ramsey County spent a total of \$176 million. Of this total, \$29 million on nonprofits, \$9.7 million on government entities, \$5 million on CERT small businesses, \$2.4 million on small minority owned businesses, \$1.4 million on small minority and women owned businesses, \$2 million on small women owned businesses, \$1 million on veteran owned businesses, and \$124 million with other types of businesses. The report is updated monthly based on actual expenditures.

The county continues to create new and expanded opportunities to grow and sustain small and diverse businesses and support established workforce inclusion goals, that include minority, women owned and minority women owned businesses.

Community Participation Level and Impact

CERT is committed to helping small businesses grow and thrive. CERT exists to assist small businesses, including those owned and operated by minority women, women, minorities and emerging businesses. CERT seeks to promote market growth, increase competitiveness, and create jobs among participating businesses, as well as to improve the quality of life for area residents.

CERT provides outreach opportunities. For example, prior to COVID, CERT held monthly workshops at the Rondo Community Library with the aim of introducing local government contracting programs and assisting the business owners with applying for CERT Certifications. Workshops include procurement representatives from the Collaborative, St. Paul SCORE Program (business mentorship), LegalCORPS, and US Small Business Administration's 8(A) Program to provide additional resources and answer questions. During these workshops, Ramsey County provided DemandStar registration assistance to participants. Information about CERT can be located here:

<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development-1>

Ramsey County Procurement and Contracting Action Teams are also using CERT to connect with certified businesses in an effort to increase and diversify the county's CERT portfolio. More information about CERT Connect can be located here:

<https://ramseynet.us/county-governance/county-committees/action-teams/cert-connect>

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Ramsey County pays the city of Saint Paul \$34,270 annually. The annual rate has remained the same since

2018. Funding for this program is included in the proposed 2022 budget.

County Manager Comments

No additional comments.

Last Previous Action

On April 17, 2018, the Ramsey County Board approved the Joint Powers Agreement for the Central Certification Program (Resolution B2018-115).

Attachments

1. Joint Powers Agreement among the City of Saint Paul, Hennepin County, Ramsey County and City of Minneapolis.

**Joint Powers Agreement Among the City of
Saint Paul, Hennepin County, Ramsey County and City of Minneapolis
("The Collaborative")**

This Agreement is made and entered into pursuant to Minnesota Statutes § 471.59, among the City of Saint Paul, Hennepin County, Ramsey County and City of Minneapolis, hereinafter collectively known as "the Collaborative."

WHEREAS, Each member of the Collaborative operates its own Business Assistance Program serving small business enterprises ("SBEs"), including, but not limited to, small minority-owned businesses ("MBEs"), and/or small women-owned businesses ("WBEs"); and

WHEREAS, Each member of the Collaborative may, in the future, wish to serve disadvantaged businesses such as Veteran-Owned Businesses, businesses owned by persons with disabilities, or other small businesses that experience barriers to participation in the local marketplace; and

WHEREAS, The Founding Members of the Collaborative have been jointly implementing a central certification program as a component of their Business Assistance Programs since November 1998; and

WHEREAS, On January 1, 2006, the Founding Members of the Collaborative executed a Joint Powers Agreement ("JPA") to operate the central certification program internally and to expand the scope of shared activities beyond certification for a five-year term commencing January 1, 2006, with an automatic twelve-month renewal; and

NOW, THEREFORE, the Collaborative members agree as follows:

I. Purpose

The purpose of this Joint Powers Agreement is to describe the Collaborative organization, including the roles and responsibilities of each Collaborative member.

II. Definitions

Additional Member means a governmental organization that becomes a member of the Collaborative that is not a Founding Member, as defined in this section.

Appeals Board means the individuals who consider and make the final decision regarding an appeal of a certification decision to the Lead Agency. The Appeals Board may consist of the same individuals who serve on the Executive Board.

Business Assistance Program means the collection of programs, initiatives and activities adopted by a Collaborative member to provide assistance to certified small businesses within the Marketplace.

Central Certification Program Policies and Procedures means the set of policies and procedures adopted by the members of the Collaborative for determining whether a business meets the small business certification eligibility requirements. Specifically, the Central Certification Program Policies and Procedures consist of the following documents:

- 1) The CERT Certification Policies and Procedures, which outline the rules for making determinations on certification for prospective SBE's;
- 2) The CERT Certification on-site interview form;
- 3) The CERT Work Plan.

CERT Small Business Enterprise, Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, and Veteran-Owned Business Enterprise, or SBE, MBE, WBE, VBE is a business that meets the small business requirements and definitions agreed upon by the Executive Committee members through resolution, ordinance, rule, or regulation.

CERT Work Plan ("the Work Plan") means the set of strategic initiatives to be undertaken by the Collaborative, including those to be performed by the Lead Agency, as mutually agreed upon and adopted by the Executive Board.

Certification means completion of the process outlined in the Central Certification Program Policies and Procedures resulting in an applicant becoming a Certified Small Business Enterprise (SBE) with the option to further designate woman owned business (WBE), minority owned business (MBE), or other designation such as Veteran owned business enterprise (VBE), business owned by persons with disabilities, or other such designations as the Collaborative may determine necessary.

Certified Vendor is a business that has successfully completed the Certification or Recertification process.

Collaborative means the governmental entities that have executed this Agreement which may be subject to change through the withdrawal and addition of members as permitted under this Agreement.

Decertification means completion of the process outlined in the Central Certification Program Policies and Procedures, resulting in a business losing its status as a Certified SBE.

Executive Board means the individuals designated by the Members to carry out the purposes of the CERT Collaborative. The Executive Board's duties are to vote on policy, coordinate outreach, approve the certification of SBEs, MBEs, WBEs, VBEs, and to make resources available to accomplish the objectives of the CERT Collaborative as outlined in this Agreement and the Work Plan.

Fiscal Agent is the Collaborative Member responsible for various financial duties for the benefit of the Collaborative. These duties include but are not limited to:

- invoicing Collaborative Members and Subscribers for fees to run the CERT program,
- invoicing service providers, such as vendors to run the certification database, business technical assistance for certified businesses,

- paying contractors for services performed for the benefits of the Collaborative,
- negotiating and signing contracts on behalf of the Collaborative.

Founding Member is one of the original signatories to the 1998 Joint Powers Agreement implementing the Central Certification Program, including Hennepin County, Ramsey County, the City of Minneapolis, and the City of Saint Paul, but excluding members that have since withdrawn from the Collaborative.

Lead Agency, currently the City of Saint Paul, is the Collaborative Member designated to implement and manage the activities in the Collaborative Work Plan, day-to-day operations, and to serve as its Fiscal Agent.

Marketplace means the geographical area where CERT SBEs have their primary place of business, as agreed upon by the Executive Board through resolution, ordinance, rule, or regulation.

Members or Collaborative Members means Founding Members and Additional Members

Subscriber is a non-governmental or governmental organization who receives services from the Collaborative as permitted by this Agreement. Governmental organizations become subscribers pursuant to the requirements of Minn. Stat. § 471.59. A Subscriber is not a Member of the Collaborative as defined herein.

Vendor Certification Database ("the Database") means the database of all SBEs, MBEs and WBEs who make or have made Certification requests or Recertification requests which is maintained by the Lead Agency through use of the Software.

III. Collaborative Organizational Description

- A. Purpose The activities of the Collaborative as described in this Agreement are intended to supplement, but not be a substitute for, the activities and Business Assistance Programs of each Collaborative Member. The primary purpose of the Collaborative is to jointly engage in activities that accomplish the following goals:
1. Create new policy through the Executive Board to maximize the benefits provided to SBEs, MBEs, WBEs, or VBEs within the resources available from the Collaborative Members;
 2. Focus and streamline certification and outreach efforts on contracting areas that offer the best potential fit with the available Certified SBEs;
 3. Leverage Collaborative resources with various community partners to better accomplish the goals of the Business Assistance Programs of the individual Collaborative Members;
 4. Implement outreach strategies to recruit, train, and inform SBEs, MBEs, WBEs, and/or VBEs, about contracting opportunities available with Collaborative Members;

5. Offer Certification services to businesses in the Marketplace on a "one-stop shopping" basis to increase the participation in each Member's Business Assistance Program;
6. Help local small businesses grow and thrive. The Collaborative will identify specific objectives to assist CERT SBE, MBEs, WBEs, and VBEs in the work plan. The specific objectives will generally fall within the following efforts:
 - a. Providing central certification to help increase the visibility of CERT businesses;
 - b. Increasing access to business capital;
 - c. Providing resources such as training, workshops, and open houses to increase access to opportunities;
 - d. Where possible, aligning purchasing and contracting processes among all collaborative members to make it easier for CERT SBEs to do business with local government.

B. Membership in Collaborative

1. Any "governmental unit," as defined in Minnesota Statutes § 471.59, is eligible to become an Additional Member of the Collaborative and may do so following the approval of the Lead Agency. Additional Members may be added at any time. Non-governmental organizations may receive services from the Collaborative as Subscribers and may do so following the approval of the Lead Agency. Subscribers may be added at any time. Further responsibilities of Additional Members are outlined in the CERT Work Plan.
2. If the Lead Agency approves an Additional Member, the proposed Additional Member shall be responsible for any extraordinary costs, as detailed in the Work Plan, incurred to incorporate the Additional Member into the Database and the Collaborative Program written materials. The Executive Board will be notified of the Additional Members and Subscribers and any and all fees that are collected by the Lead Agency. The fees and costs will be applied to the Work Plan budget.
3. The Executive Board shall have the authority to permit other governmental units as defined in Minnesota Statutes § 471.59 to appoint individuals to the Executive Board. Only members of the Executive Board shall have voting or other rights. Additional Members not included in the Executive Board shall be entitled to obtain services provided to the Collaborative Members under this Agreement at a cost to be determined by the Executive Board.
4. Founding Members have the right to be designated as the Lead Agency.

C. Executive Board

1. Upon commencement of this Agreement, all Founding and Additional Members shall designate an individual to serve on the Executive Board. When Additional Members are added to the Collaborative, the Additional Members shall designate an individual to serve on the Board as soon as practicable upon executing an agreement to become a Member.
 2. The Executive Board shall perform such duties as are necessary to carry out the purpose and goals described herein, including, but not limited to:
 - a) adopt a Work Plan to correspond with the duration of the Agreement;
 - b) oversee the implementation of the Work Plan by reviewing updates submitted by the Lead Agency;
 - c) serve as the Appeals Board or designate one or more individuals to perform this function, for Certification and Decertification actions performed by the Lead Agency; and
 - d) adopt and modify Collaborative policies and procedures.
 3. The Executive Board shall schedule meetings at least quarterly and may conduct its business in person, via teleconference, or via other electronic means.
 4. Each Executive Board member shall have one vote.
 5. Decisions of the Executive Board:
 - a) Decisions of the Executive Board shall be by majority vote of the Executive Board members in attendance, provided a quorum is present.
 - b) Notwithstanding the preceding, if there are not more than three (3) Executive Board members in the Collaborative, then the decisions shall be by unanimous vote of the Executive Board members in attendance, provided a quorum is present. A quorum shall consist of two-thirds of the members of the Executive Board.
 - c) In the event that there are fewer than three (3) Executive Board members in the Collaborative, decisions shall be made only by an affirmative vote from each member.
 - d) The Executive Board has authority to change any of the Policies and Procedures by a majority vote.
- D. Subscribers are not members of the Collaborative, but receive services from the Collaborative in exchange for a rate of subscription. The rate of subscription is to be determined by the Members and detailed in the Work Plan. Services to a Subscriber are agreed upon between the Subscriber and the Lead Agency.

IV. Collaborative Activities

The Collaborative shall annually undertake a range of activities to accomplish the goals described in Section III of this Agreement. Specific activities to be performed by one, some, or all Members or by the Lead Agency shall be agreed upon by the Executive Board and

incorporated into the Work Plan. These activities may include but are not limited to the following.

A. Central Certification

1. Perform Certification and Recertification in accordance with the Manual.
2. Incorporate On-Site inspections into the Certification process on an as-needed basis, using the criteria described in the Manual.

B. Information and Outreach

1. Maintain and manage a unique web site for the Collaborative to provide information about the Certification process, Certified Vendors, upcoming solicitation opportunities by Collaborative members, and other Collaborative activities.
2. Implement informational sessions and training programs to help certified SBEs participate in the contracting opportunities available from Collaborative Members.
3. Participate in trade shows, vendor expos, and other activities to share information about Certification for the Collaborative and Collaborative Member contracting opportunities.
4. Provide information about Certification and other Collaborative activities to various local publications, newsletters, and web sites.

C. Develop and implement policy regarding outreach, certification, and development of local small businesses, woman-owned businesses, minority-owned businesses, veteran-owned businesses, and/or other local small businesses that experience barriers to participation in the local marketplace.

D. Other activities as may be mutually agreed upon by the Executive Board and as resources permit.

V. Responsibilities

A. Responsibilities of Collaborative Members Each Collaborative Member shall be responsible for the following:

1. Determining Certification priority for its individual jurisdiction;
2. Designating a contact person to work with the Lead Agency to handle day-to-day questions and issues that may arise, including responding to standard technical inquiries from prospective Certified Vendors;
3. Providing updates on contracting opportunities and needs for Certified Vendors to the Lead Agency and other Members;
4. Maintaining and distributing copies of Collaborative informational materials and application forms;

5. Arranging and coordinating outreach events targeting certified vendors and potentially eligible certified vendors, as detailed in the Work Plan;
6. Contributing information for shared reporting, public outreach, the website and other purposes;
7. Notifying other Collaborative Members of the status of and changes in its Business Assistance Program to the degree that such changes affect the structure of the Collaborative or the Work Plan;
8. Making timely payment to the Lead Agency of the Member's share of costs to finance the activities in the Work Plan as identified in the annual budget;
9. Assisting in Collaborative activities as outlined in the Work Plan, including but not limited to researching new policy.

B. Responsibilities of the Lead Agency

1. The Lead Agency is responsible for Central Certification, which includes implementing Certification procedures, evaluating applications for Certification, approving or denying Certification based on business eligibility, and conducting on-site investigations as necessary.
 - a) The Lead Agency shall employ staff to process Certifications, which is paid for out of membership dues from the Members and Subscribers to the Collaborative.
 - b) The Lead Agency is solely responsible for this function.
 - c) If applications for Certification and/or Recertification exceed the Lead Agency's ability to process all of them, the Lead Agency will complete Certification and Recertification services in accordance with the list of priority commodity or service areas by mutual agreement of the Executive Board.
2. The Lead Agency serves as the fiscal agent for the Collaborative which shall include proposing and managing the approved budget for Lead Agency services, issuing invoices, collecting fees for services, and making authorized payments on behalf of the Collaborative.
3. The Lead Agency shall maintain books, records, Collaborative information materials, and other documents related to the implementation of Lead Agency activities set forth in the Work Plan.
4. The Lead Agency serves as a central point of contact for public inquiries on behalf of the Collaborative.
5. The Lead Agency shall perform and/or oversee the activities assigned to it in the Work Plan.
6. In order to carry out its responsibilities under the Work Plan, the Lead Agency shall provide or perform and may incur costs for the following:
 - a. hiring staff or interns or executing contracts with outside contractors as maybe needed to implement the Work Plan as allowed in the budget for the CERT Collaborative;

- b. monitoring and managing staff or contractors who are responsible for implementing the Work Plan, including the Certification/Recertification process, On-Site inspections, maintaining the Database and/or maintaining the website;
 - c. providing reports to the Executive Board on the status of spending and activity against the Work Plan to include, but not be limited to, how many Certification and Recertification decisions were upheld or overturned by the Executive Board upon appeal;
 - d. investigating complaints made by the public or Members, with notification to the Executive Board on an informational basis.
7. In the event that the Lead Agency determines that it is unable to perform one or more of its duties due to an unanticipated increase in other Lead Agency activities included in the Work Plan or costs, a reduction in funding by the Members and/or Subscribers, or other unforeseen circumstances, the Lead Agency shall notify the other members of the Executive Board as soon as possible. The Executive Board shall meet as soon as practicable after such notification to determine a course of action and to adjust the Work Plan as may be necessary.
8. The Lead Agency shall notify the Executive Board of any appeals within the timeframe specified in the Manual; provide the Executive Board with copies of each appeal and the certification file for the appellant; convene a meeting with the appellant and the Executive Board or other appointed individual(s) to hear the appeal; and provide the appellant with written notification of the Executive Board's decision within a reasonable timeframe.
9. The Lead Agency shall have the ability to offer additional, optional services to individual Collaborative Members beyond those described in this Agreement and the Work Plan. Such additional services will be mutually agreed upon by the Lead Agency and the individual Collaborative Member and contained in a separate Agreement.

VI. Costs and Payments

- A. All costs contained in an approved Work Plan budget shall be shared among Executive Board Members. The Lead Agency may, however, identify other sources of funding to support Collaborative activities. The financial structure of the Collaborative shall be detailed in the Work Plan, updated when needed, and approved annually.
- B. The cost of any additional, optional services provided by the Lead Agency shall be the responsibility of those Collaborative Members requesting the services and is beyond the scope of this Agreement.
- C. Payment
 - 1. The Lead Agency shall invoice each Collaborative Member quarterly for its share of the Work Plan budget.

2. Each Collaborative Member shall make payment to the Lead Agency as soon as reasonably possible after receipt of the invoice, but no later than 35 calendar days from such receipt.
3. Other Collaborative Members shall not be liable for the failure of any Collaborative Member to pay for Lead Agency services for which it is invoiced in accordance with the Work Plan budget.
4. Disputes and payment of late charges shall be governed by the provisions of Minn. Stat. § 471.425.
5. In the event that a Collaborative Member's governing body fails to appropriate adequate funds to meet its budget obligations, the Collaborative Member shall notify the other Collaborative Members as soon as possible, but within 30 calendar days of the appropriation decision. If the Collaborative Member elects to withdraw from the Collaborative in accordance with the provisions of this Agreement, the Collaborative Member shall be responsible for its share of costs up to the date of withdrawal from the Collaborative.

VII. Software, Files, Records

- A. Each of the Executive Board Members has full and complete access to the Software and to all documentation for the Software.
- B. Neither the Lead Agency nor any individual Collaborative member may give access to the Software or Database to any Additional Members until an Agreement is executed between the Lead Agency and the Additional Member.
- C. All records, created in relation to the subject matter of this Agreement, shall at all times be the property of the Collaborative Members.
- D. Each agreement between an independent contractor and the Lead Agency shall contain a provision that states that the contractor shall maintain and store Collaborative records and files in accordance with Minn. Stat §138.17, Minn. Stat. §15.17, and Minnesota Statutes Chapter 13.
- E. Each agreement between an independent contractor and the Lead Agency shall contain a provision that states that all information gathered by the contractor in the course of providing services is the property of the Collaborative Members and not the contractor, and that the information may not be sold, reproduced, or otherwise disseminated or transmitted in whole or in part without the prior written authorization of the affected Collaborative Members.

VIII. Miscellaneous

- A. Term. The term of this Agreement is for twelve months, beginning on the date of execution of this agreement, automatically renewing annually, unless a majority of the Collaborative Members withdraw, or the Collaborative is dissolved as described in this Agreement.
- B. Hold Harmless. The parties herein expressly acknowledge and agree that a party shall

not be responsible for the acts or omissions of any other party.

Each party herein agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this Agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other parties and the results thereof. The liability of each party shall be governed by applicable provisions of the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, and other applicable state and federal laws, including common law.

In the event of any claims or actions filed against the Collaborative, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or stack separate statutory liability caps from the Collaborative. The Collaborative is intended as a separate liability entity which limits the liability of the individual party and the Collaborative as a whole. If a claim or action is filed against the Collaborative, the Collaborative Members will share the costs of retaining legal representation, separate and apart from legal representation the Collaborative Members have as individual entities.

- C. Assignment. No party to this Agreement shall assign, delegate or transfer any rights or obligations under this Agreement without prior written consent of the other parties.
- D. Amendment. Any amendment or modification to this Agreement shall be in writing and shall not be effective until executed by all parties to this Agreement.
- E. Entire Agreement. This Agreement contains the entire Agreement between the parties with regard to the matters set forth herein.
- F. Withdrawal. A Collaborative Member may withdraw from the Collaborative upon 60 calendar days written notice to all other Collaborative Members. A withdrawing Collaborative Member shall meet all of its responsibilities up to the date of withdrawal.
- G. Termination. This Agreement shall terminate:
 - 1. upon written agreement of all active Collaborative Members; or
 - 2. by operation of law or court order.
- H. Counterparts: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
- I. Electronic Signature. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's

failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

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IN WITNESS WHEREOF, the City of Saint Paul, Hennepin County, Ramsey County and City of Minneapolis have executed this Agreement on the dates indicated below.

City of Saint Paul

Executed:

Director, Office of Financial Services

Mayor Melvin Carter, or Designee

Date: _____

Approved as to form:

Assistant City Attorney

Funding:

Director, Department of Human Rights and Equal Economic Opportunity

Hennepin County

Reviewed by the County Attorney's
office

Assistant County Attorney

Date: _____

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By: _____
Chair of Its County Board

ATTEST: _____
Deputy/Clerk of County Board

And: _____
Assistant/Deputy/County Administrator

Ramsey County

Jim McDonough, Chair
Ramsey County Board of Commissioners

Chief Clerk
Ramsey County Board of Commissioners

Date:_____

Approval Recommended:

Julie Kleinschmidt, County Manager

Approved as to form and insurance:

Assistant County Attorney
Finance

City of Minneapolis

Executed:

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

FOR THE CITY:

Dushani Dye
Finance Officer

Approved as to Form

By: _____
Assistant City Attorney

Department Head responsible for Administering and Monitoring this Contract
Approved as to Form

Item Number: 2021-556

Meeting Date: 10/19/2021

Sponsor: Workforce Solutions

Title

Appointment to the Workforce Innovation Board of Ramsey County

Recommendation

Appoint Shym Cook to represent One-Stop Partners on the Workforce Innovation Board of Ramsey County for a two-year term beginning October 19, 2021 and ending July 31, 2023.

Background and Rationale

Local workforce development boards are required entities under the Workforce Innovation and Opportunity Act to provide oversight for the public workforce system. The Workforce Innovation Board (WIB) serves as the local workforce development board for Ramsey County. Thirty-three WIB members representing business, community-based organizations, one-stop center partners, labor, economic development, education, and elected officials are appointed by either the Ramsey County Board of Commissioners or the city of Saint Paul.

Currently, there is one One-Stop Partner opening on the WIB. Recently, an application was received from Shym Cook from the Minnesota Department of Employment and Economic Development to fill the vacancy for a term beginning October 19, 2021 and ending July 31, 2023.

It is the practice of the WIB's Executive Committee to review membership applications and make recommendations to the appointing bodies. At its September 22, 2021 meeting, the Executive Committee reviewed Shym Cook's application and voted to recommend approval. On October 4, 2021, the application was forwarded to the Ramsey County Board of Commissioners for review and recommendation.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

The WIB is committed to advancing racial equity; a commitment that starts from within by intentionality recruiting a diverse board reflective of the racial and ethnic makeup of the community. The WIB's Executive Committee routinely assesses vacancies and analyzes a dashboard that tracks members' race/ethnicity and other demographics to identify gaps and inform the WIB's recruitment strategies. Currently, 66% of WIB members identify as White, 22% as African American, 3% as Asian/Pacific Islander, 6% as Native American and 3% as Latinx.

Although there has been improvement, the WIB acknowledges the need for further diversity among its members. Several strategies have been implemented to advance this priority. The WIB created a Membership Committee to focus on strategic recruitment and outreach efforts. Connections have been made with several local ethnic chambers to cultivate relationships and increase awareness of the WIB's work. The WIB's Partnership and Outreach Committee developed a culturally inclusive partnership matrix which is being used to broaden the WIB's identity and reach when promoting membership opportunities

Community Participation Level and Impact

The WIB harnesses the knowledge and expertise of its members, representing a wide variety of roles within the community, to collectively develop strategic solutions that address employer and job seeker needs. Broadening the pool of prospective members by leveraging community relationships is a key component of the WIB’s recruitment strategy. Membership opportunities are promoted online through the WIB, county and city of Saint Paul websites and by WIB members through their networks. Although its membership criteria is legislatively mandated, the WIB seeks to bring additional community engagement to its work through participation on its committees and workgroups. The WIB Executive Committee reviews membership applications and makes recommendations to the county board. The WIB Chair appoints committee members.

The WIB is responsible for setting strategic direction and providing oversight for the public workforce system in Ramsey County. As a policy-making board, the WIB helps shape priorities for programs and services that support both job seekers and employers in our community. During the onset of the COVID-19 pandemic, the WIB swiftly established a Workforce Recovery Taskforce to provide support and guidance on Workforce Solutions’ community response efforts. The WIB’s Policy and Oversight Committee advocates for legislation and policies that benefit our community and addresses local business and workforce needs. Additionally, the WIB is engaging with Ramsey County’s Economic Competitiveness & Inclusion Vision Plan as the Workforce Development Working Group with the goal of ensuring an aligned workforce system that meets local industry needs. The WIB’s strategic priorities and Ramsey County’s goals of well-being, prosperity, opportunity and accountability are aligned. For more information on the WIB, please visit [rcwib.org <https://www.ramseycounty.us/your-government/leadership/advisory-boards-committees/workforce-innovation-board-ramsey-county>](https://www.ramseycounty.us/your-government/leadership/advisory-boards-committees/workforce-innovation-board-ramsey-county).

- Inform Consult Involve Collaborate Empower

Fiscal Impact

Representatives on the WIB do not receive county compensation, they contribute their time and expertise to the county to provide guidance and oversight to county workforce policies and programs. Members may request reimbursement for mileage and parking expenses.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

- 1. County Appointment Checklist Cook
- 2. WIB Membership Roster

Checklist For County WIB Appointments

Applicant:	Shym Cook
Category:	One Stop Partners
Employer:	Minnesota Department of Employment and Economic Development (DEED)
Title:	Field Operations Manager
Lives in RC?	No
Works in RC?	Yes
Provides Services in RC?	Yes

Workforce Innovation Board of Ramsey County Member Roster

October 19, 2021

Member	Category	Current Term	Member Since
Shym Cook (appointment pending)	One-Stop	10/19/2021 - 7/31/2023	(appointment pending)
Becky Degendorfer	Business	8/1/2021 - 7/31/2023	2020
Catherine Fair	Community-Based Organization	8/1/2021 - 7/31/2023	2021
Karen Gerdin	Education	8/1/2021 - 7/31/2023	2021
Jennifer Germain	One-Stop	8/1/2020 - 7/31/2022	2018
Lisa Guetzkow	One-Stop	8/1/2021 - 7/31/2023	2019
Susan Jambor	Business	11/17/2020 - 7/31/2022	2020
Hyon Kim	Business	8/1/2020 - 7/31/2022	2020
Channon Lemon	Business	3/16/2021 - 7/31/2022	2021
Camila Mercado Michelli	Community-Based Organization	8/1/2020 - 7/31/2022	2020
Sean Mullan	Business	8/1/2021 - 7/31/2023	2011
Donald Mullin	Labor	8/1/2021 - 7/31/2023	2015
Koami Pedado	Business	8/1/2021 - 7/31/2023	2019
Elisa Rasmussen	Business	8/1/2020 - 7/31/2022	2020
Julie Thiel	Business	8/1/2021 - 7/31/2023	2020
Tracy Wilson	Education	8/1/2021 - 7/31/2023	2015
Vacant	Business	-	-

Item Number: 2021-557

Meeting Date: 10/19/2021

Sponsor: Finance

Title

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

Recommendation

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

Background and Rationale

This documentation is presented to inform the Ramsey County Board of Commissioners of contracts, grant and revenue agreements, emergency purchases, single source purchases, sole source purchases and final payments approved by the County Manager during August 2021.

Administrative Code 4.46.50c requires a monthly report of all contracts and final payments approved by the County Manager under section 3.40.27. Administrative Code 3.40.33b-c authorizes the County Manager to report emergency purchases and sole source purchases with the monthly contract report. Administrative Code 3.40.39d requires the County Manager to report grant submissions, amendments, renewals, and acceptances along with the monthly contract report. Small order purchases of \$10,000 or less, and contracts approved by 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 Spending <https://opendata.ramseycounty.us/stories/s/4hb6-hrjt>](https://opendata.ramseycounty.us/stories/s/4hb6-hrjt). The majority of the actual spending is the result of contracts that have been executed using small order authority, County Board Chair and Chief Clerk authority and County Manager authority.

The graphs on portal show total procurement spending and disaggregates the data by non-profit, government agencies, small minority-owned, small women-owned, and small minority
The graphs on portal show total procurement spending and disaggregates the data by non-profit, government agencies, small minority-owned, small women-owned, and small minority and women owned businesses and breaks down the small business enterprises by ethnicity. As of August 30, 2021, Ramsey County spent a total of \$176 million. Of this total, \$29 million on nonprofits, \$9.7 million on government entities, \$5 million on CERT small businesses, \$2.4 million on small minority owned businesses, \$1.4 million on small minority and women

owned businesses, \$2 million on small women owned businesses, \$1 million on veteran owned businesses, and \$124 million with other types of businesses. The report is updated monthly based on actual expenditures.

Ramsey County continues to create new and expanded opportunities to grow and sustain small and diverse businesses and support established workforce inclusion goals, that include minority, women owned and minority women owned businesses.

Community Participation Level and Impact

This is an aggregate report of contracts and amendments signed by the County Manager via delegated authority. Actual aggregate spend reporting is made available to the public via the [Central Certification Program Small Business Enterprise Spending <https://opendata.ramseycounty.us/stories/s/4hb6-hrjt>](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 service teams and departments to report small business enterprise spend to measure their progress against their service team and departmental goals.

These monthly reports allow for greater government transparency and accountability by informing the public of the county's contracting activities. Departments are directly involved in the procurement and vendor selection process and support the county's initiative to expand contract opportunities for diverse businesses to strengthen the economic vitality of the community.

Inform Consult Involve Collaborate Empower

Fiscal Impact

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

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. Contract Report August 2021

CONTRACT NUMBER	CONTRACTS CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
CC002932	CS McCrossan Inc.	24-Jun-21	\$1,754,953.69 *	Contract Amendment #4 to provide County Road F reconstruction from Hamline Avenue to Lexington Avenue. Amendment extends contract date from 06/30/2021 through 06/30/2022. No change in NTE amount. Agreement is for the period of 05/07/2018 through 06/30/2022.	Public Works	Res. B2018-033
CHS18 RHSCINC 01 21	RHSC, Inc.	6-Jul-21	Rate Setting	Contract Amendment #1 to provide Intensive Residential Treatment Services (IRTS) and Crisis Residential Stabilization Services (CRS) to adults with mental illness(es) and substance abuse disorders (SUD) in Ramsey County. Amendment extends contract from 03/31/2021 through 03/31/2022. Agreement is for the period of 4/1/18 through 3/31/22.	Social Services	Res. B2015-415
IS000154	Socrata Inc.	21-Jul-21	\$905,997.80 *	Contract Amendment #1 to provide Open Data Portal/Accessible Public Data SaaS subscription and implementation services. Amendment closes contract due to a merger and acquisition with Tyler Technologies Inc. Agreement is for the period of 2/1/17 through 1/31/22.	Information Services	Res. B2016-081
ATTY000342	The Wiley Law Office PC	26-Jul-21	Rate Setting	Contract to provide legal investigative services. Agreement is for the period of 07/21/21 through 07/20/26.	County Attorney	MS 388
SSD 20-072 MNFAMILIESUTD	Minnesota Families United Inc.	28-Jul-21	Rate Setting	Contract to provide in home parenting services. Agreement is for the period of 07/15/2021 through 07/14/2021.	Social Services	Res. B2020-249
CHS17 METROSOCIAL 01 21	Metro Social Services, Inc.	28-Jul-21	\$103,162.00	Contract Amendment #5 to hire a provider of culturally specific, school-linked mental health (SLMH) services for African American students in grades kindergarten through eight diagnosed with severe emotional disturbance (SED). Amendment increase max NTE by \$103,162.00 from \$143,308.00 to \$246,470.00 due budget adjustments. No change in term. Agreement is for the period of 02/21/2017 through 12/21/2021	Human Services	Res. B2020-249
ATTY000343	Provo-Peterson & Associates PA	28-Jul-21	Rate Setting	Contract to provide legal services to Ramsey County. Agreement is for the period of 07/28/21 through 07/27/26.	County Attorney	MS 388

*Original Contract Amount

IS000132	Comcast Cable Management LLC.	28-Jul-21	\$4,010,000.00 *	Contract Amendment #4 to provide broadband fiber and ethernet transport to county buildings. Amendment extends contract from 8/18/21 to 8/19/23. No change in NTE amount. Agreement is for the period of 8/19/14 through 8/19/23.	Information Services	Res. B2020-156
CC003008	Redstone Construction LLC	2-Aug-21	\$60,424.63	Contract Amendment #2 to perform reconstruction of Dale Street - Iglehart Avenue to University Avenue. Amendment increases max NTE by \$60,424.63 from \$11,791,308.45 to \$11,851,733.08. No change in term. Agreement is for the period of 03/01/2020 through 12/31/2022.	Public Works	Res. B2019-049
CC003071	Ojeda Drywall & Painting LLC	2-Aug-21	\$3,300.00	Contract Amendment #2 to provide 735 Margaret Street - Interior Work (drywall finishing). Amendment increases max NTE by \$3,300.00 from \$20,850.00 to \$24,150.00. No change in term Agreement is for the period of 05/18/2021 through 05/17/2022.	Property, Tax Records, and Elections Services	3.40.27b
PWKS2021-09	WSB & ASSOCIATES, INC.	2-Aug-21	\$128,488.00	Contract to provide professional right-of-way acquisition and relocation services. Agreement is for the period of 08/02/2021 through 08/01/2024.	Public Works	Res. B2021-040
PWKS2021-10	Insight Realty Advisors	2-Aug-21	\$69,500.00	Contract to provide professional appraisal services related to right of way acquisition. Agreement is for the period of 08/02/2021 through 08/01/2022.	Public Works	Res. B2021-040
PH001131	Twin Cities Agricultural Land Trust	9-Aug-21	\$40,000.00	Contract to provide Urban Agriculture Ordinance. Agreement is for the period of 07/31/2021 through 06/30/2022.	Public Health	3.40.27c
SSD 21-032 JAMESWCHASTEK	Chastek, James	9-Aug-21	\$1,110,360.00	Contract to provide psychiatric services. Agreement is for the period of 08/01/2021 through 07/31/2026.	Social Services	Res. B2020-249
IS000156	Avante Solutions Inc	9-Aug-21	Rate Setting	Contract Amendment #6 to provide a SAAS IT Service Management System. Amendment adds additional costs to Statements of Work #4-7. No change in term. Agreement is for the period of 05/01/2017 through 04/30/2022.	Information Services	Res. 2011-134
RC-000381	Britt Incorporated	9-Aug-21	Rate Setting	Master Contract Amendment #1 to provide print services upon request. Amendment includes language changes. No change to term. Agreement is for the period of 02/03/21 to 02/02/26.	Public Health	Res. B2021-025

WS-000228	YWCA of St. Paul	9-Aug-21	\$4,531.00	Contract Amendment #3 to provide 2020 MFIP Services - Component 1 - YWCA. Amendment increases max NTE by \$4,531.00 from \$1,757,500.00 to \$1,761,531.00. No change in term. Agreement is for the period of 01/01/2020 through 12/31/2022.	Workforce Solutions	Res. B2019-259
SSD 21-029 WINGSPANLIFERE	Wingspan Life Resources	9-Aug-21	Rate Setting	Contract to provide employment services to persons living with disabilities. Agreement is for the period of 08/15/2021 through 08/14/2024.	Social Services	Res. B2020-249
RC-000380	Bywater Business Solutions LLC	10-Aug-21	Rate Setting	Master Contract Amendment #1 to provide print services upon request. Amendment includes language changes. No change to term. Agreement is for the period of 02/03/21 to 02/02/26.	Public Health	Res. B2021-025
SSD 20-066 LIFEFOUNTAIN	Life Fountain Home Healthcare Inc	12-Aug-21	Rate Setting	Contract Amendment #1 to provide semi-independent living skills to persons living with disabilities. Amendment contains rate changes. No change in term. Agreement is for the period of 12/01/2020 through 11/30/2023.	Social Services	Res. 2019-284, B2020-249
RC-000213	Traffic Data, Inc.	12-Aug-21	Rate Setting	Master Contract Amendment #1 to provide architectural/engineering professional services. Amendment contains language and service changes. No change in term. Agreement is for the period of 03/12/2019 through 02/19/2024.	Property Management	Res. B2019-048
CC003037	Shafer Contracting Co Inc.	16-Aug-21	\$2,621.48	Contract Amendment #4 to provide provision of supplies, materials, equipment and labor for the Lexington Parkway Realignment. Amendment increases max NTE by \$2,621.48 from \$3,333,611.04 to \$3,336,232.52. No change in term. Agreement is for the period of 06/22/2020 through 12/31/2022	Public Works	Res. B2020-071
CC003008	Redstone Construction LLC	16-Aug-21	\$122,782.75	Contract Amendment #3 to perform reconstruction of Dale Street - Iglehart Avenue to University Avenue. Amendment increases max NTE by \$122,782.75 from \$11,851,733.08 to \$11,974,515.83. No change in term. Agreement is for the period of 03/01/2020 through 12/31/2022	Public Works	Res. B2019-049

CC003072	TC Woodworks	16-Aug-21	\$3,800.00	Contract Amendment #1 to provide staining and refinishing on the pocket doors and fireplace mantel, and repair and refinishing of main level front stairway, in the tax-forfeited Victorian style single family house located at 735 Margaret Street, Saint Paul, MN 55106 through the 4R program. Amendment increases max NTE by \$3,800.00 from \$6,550.00 to \$10,350.00. No change in term. Agreement if for the period of 6/10/21 through 6/9/22.	Property Tax, Records, and Election Services	3.40.271
PRK114	Loeffler Construction Cons LLC.	16-Aug-21	\$120,000.00 *	Contract Amendment #1 to provide Battle Creek winter recreation, Part 1 design and build services. Amendment contains language changes. No change to term or NTE amount. Agreement is for the period of 6/2/21 through 6/2/24.	Parks and Recreation	Res. B2021-120
RC-000213A	Quality Counts LLC	18-Aug-21	Rate Setting	Master contract to provide architectural/engineering professional services. Agreement is for the period of 08/18/2021 through 02/19/2024.	Property Management	Res. B2019-048
PWKS2021-11	BRKW Appraisals Inc.	19-Aug-21	\$12,000.00	Contract to provide professional appraisal services related to drainage easement acquisition. Agreement is for the period of 8/19/21 through 8/18/22.	Public Works	Res. B2021-040
CHS16AMHERST002-71C 20	Amherst H Wilder Foundation	23-Aug-21	Rate Setting	Contract Amendment #6 to provide day Treatment services though an after school program for 15 children ages six through 12 affected by severe emotional disturbance. Amendment increase yearly max NTE rates due to a calculation error on Amendment #5. No change in term. Agreement is for the period of 01/01/2016 through 12/31/2022.	Social Services	Res. B2020-249
CC003037	Shafer Contracting Co Inc.	23-Aug-21	\$4,000.00	Contract Amendment #5 to provide provision of supplies, materials, equipment and labor for the Lexington Parkway Realignment. Amendment increases max NTE by \$4,000.00 from \$3,336,232.52 to \$3,340,232.52. No change in term. Agreement is for the period of 06/22/2020 through 12/31/2022	Public Works	Res. B2020-071
SSD 21-031 NESVIG	Nesvig, Mary C	24-Aug-21	Rate Setting	Contract to provide Medical Director services. Agreement is for the period of 08/20/2021 through 08/19/2022.	Social Services	Res. B2020-249

CHS17 AMHERST 01 21	Amherst H Wilder Foundation	24-Aug-21	\$ (103,161.00)	Contract Amendment #5 to provide a provider of culturally specific, school-linked mental health (SLMH) services for African American students in grades kindergarten through eight diagnosed with severe emotional disturbance (SED). Amendment decreases 2021 NTE by \$103,161 from \$173,161, to \$70,000. No change in term. Agreement is for the period of 02/21/2017 through 12/31/2021.	Human Services	Res. B2020-249
PW2018-06	Kimley-Horn and Associates, Inc.	25-Aug-21	\$93,470.00	Contract Amendment #2 to provide professional engineering services for reconstruction of Cleveland Ave from Como Ave to Larpenteur Ave in St Paul and Falcon Heights. Amendment increases the NTE by \$93,470.00 from \$920,345.00 to \$1,013,815.00. No change to term. Agreement is for the period of 05/21/2018 thru 05/21/2023.	Public Works	Res. B2018-033
PH001134	Rise Up Psychological Services LLC	26-Aug-21	\$46,800.00	Contract to provide infant mental health services. Agreement is for the period of 8/16/21 through 8/15/22.	Public Health	3.40.27c
PWKS2021-12	SRF Consulting Group Inc.	30-Aug-21	\$198,057.00	Contract to provide engineering Services for intersection reconstruction and safety improvements at Old Snelling Ave. and County Road E (Lake Johanna Blvd). Agreement is for the period of 8/27/21 through 8/22/25.	Public Works	Res. B2021-040
CC003062	Sheehy Construction Company	30-Aug-21	\$178,615.29	Contract Amendment #2 to provide supplies, equipment, material, labor, and incidentals for the Ramsey County Metro Square Building Curtainwall Improvement Project. Amendment increases max NTE by \$178,615.29 from \$2,767,606.33 to \$2,946,221.62. No change in term. Agreement is for the period of 2/31/21 through 3/31/22.	Property Management	Res. B2021-026
CC003081	Absolute Commercial Flooring Inc.	30-Aug-21	\$55,796.00	Contract to provide carpet installation for public circulation areas on first and second floors of Metro Square building. Agreement is for the period of 8/31/21 through 12/31/22.	Property Management	3.40.27b

CC003037	Shafer Contracting Co Inc.	30-Aug-21	\$5,277.14	Contract Amendment #6 to provide provision of supplies, materials, equipment and labor for the Lexington Parkway Realignment. Amendment increases max NTE by \$5,277.14 from \$3,340,232.52 to \$3,345,509.66. No change in term. Agreement is for the period of 06/22/2020 through 12/31/2022	Public Works	Res. B2020-071
CHS16 NEXTGEN 01 21	NextGen Healthcare Information Systems	31-Aug-20	\$35,000.00	Contract Amendment #7 to provide electronic health records system for Community Human Services and Public Health. Amendment contains addition of Public Health licenses for TeleHealth module to NextGen Electronic Health Records system, testing, work hours and hours for training. Amendment increases max NTE by \$35,000.00 from \$2,501,549.81 to \$2,536,549.81. No change in term. Agreement is for the period of 12/01/2016 through 11/30/2021	Human Services	Res. B2018-069

GRANT & REVENUE AGREEMENTS

CONTRACT NUMBER	GRANTOR	SIGNED	AMOUNT OF GRANT	PURPOSE OF GRANT	DEPARTMENT	AUTHORITY
R000609 DIST #622 HWAD	Independent School District #622	26-Apr-21	\$63,460.00	Agreement to provide mental health related services to individual students experiencing severe emotional disturbance (SED) and their families who are Ramsey County residents. Agreement is for the period of 01/01/2021 through 12/31/2021.	Social Services	3.40.27d
PH001128	Independent School District #624	30-Jun-21	\$190,000.00	Grant Agreement to provide funding for innovative ways to promote and increase waste reduction and recycling. Agreement is for the period of 5/13/21 through 12/31/21.	Public Health	Res. B2020-116
R000607 ISD 621 RSRC OFFICERS SHRF	Independent School District #621	2-Aug-21	\$269,981.76	Revenue Agreement to provide School Resource Officers at ISD #621 sites. Agreement is for the period of 07/01/21 through 06/30/2022.	Sherriff Office	3.40.27d
ISDP 0000012853	Aperta Inc.	31-Aug-21	\$14,601.44	Purchase Order to provide maintenance and support for Aperta software. Agreement is for the period of 9/1/21/ through 8/31/22.	Information Services	3.40.33c

FINAL PAYMENTS

DATE AMOUNT

CONTRACT NUMBER	CONTRACTOR'S NAME	OF FINAL PAYMENT	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
SSD COVID19-0004	4mativ Technologies, Inc. dba 4mativ	24-Nov-20	\$20,000.00	Contract to provide transportation to/from detox in order to minimize risk of the spread of COVID. Agreement is for the period of 11/25/20 through 12/31/20.	Social Services	Res. B2020-061
WS-ARPA-023	Milestone Community Development	12-Jun-21	\$37,500.00	Contract to provide career pathway training and case management for young adult Ramsey County Resident. Agreement is for the period of 07/08/2021 through 12/31/2021.	Workforce Solutions	Res. B2021-122
FASD COVID19-0009	Capitol Ridge LLC d/b/a Best Western Plus Capitol Ridge	28-Jun-21	\$4,370,075.00	Contract Amendment # 4 to provide leasing hotel/motel rooms for homeless, single adults due to COVID-19. Amendment increases max NTE by \$4,370,075.00 from \$3,885,071.00 to \$8,255,146.00. Amendment extends contract from 07/08/2021 through 05/31/2022. Agreement is for the period of 07/23/2020 through 05/31/2022.	Family Assistance Services	Res. B2021-015
WS-ARPA-028	Young Women's Christian Association of St. Paul	09-Jul-21	\$16,000.00	Contract to provide Right Track+ Employment & Training Services. Agreement is for the period of 7/1/21 through 12/31/21.	Workforce Solutions	Res. B2021-122
WS-ARPA-005	The Anika Foundation	12-Jul-21	\$37,500.00	Contract to provide Right Track and Employment Training Services. Agreement is for the period 7/8/21 through 12/31/21	Workforce Solutions	Res. B2021-122
WS-ARPA-020	Level Up	12-Jul-21	\$15,000.00	Contract to provide Right Track and Employment Training Services. Agreement is for the period 7/12/21 through 12/31/21	Workforce Solutions	Res. B2021-122
SINGLE SOURCE PURCHASES						
CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY

PH001072	East Side Neighborhood Development Inc.	2-Aug-21	\$50,000.00	* Contract Amendment #1 to provide referrals to the Lead Hazard Control and Healthy Homes Program. Amendment extends contract from 08/31/2021 through 08/31/2022. No change in NTE amount. Agreement is of the period of 09/01/2020 through 08/31/2022.	Public Health	3.40.27c
IS000189	Genesys Works Twin Cities	9-Aug-21	\$175,000.00	* Contract Amendment #3 to provide for student interns. Amendment adds a Statement of Work to the contract. No change in actual NTE amount or term. Agreement is for the period of 08/01/2020 through 07/31/2022.	Information Services	3.40.27c
PH000939	Arts-US	23-Aug-21	\$4,540.00	Contract Amendment #3 to provide space to conduct Club Mom/Dad parenting sessions. Amendment increases max NTE by \$4,540 from \$31,780 to \$36,320 and extends contract from 11/30/2021 through 11/30/2022. Agreement is for the period of 12/01/2018 through 11/30/2022.	Public Health	3.40.27c

SOLE SOURCE PURCHASES

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