



# Board of Commissioners

## Agenda

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

---

April 1, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

---

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

1. **Agenda of April 1, 2025 is Presented for Approval** [2024-548](#)

Sponsors: County Manager's Office

Approve the agenda of April 1, 2025.

2. **Minutes from March 18, 2025 are Presented for Approval** [2024-562](#)

Sponsors: County Manager's Office

Approve the March 18, 2025 Minutes.

### PROCLAMATION

3. **Proclamation: National County Government Month Proclamation** [2025-127](#)

Sponsors: Board of Commissioners

### ADMINISTRATIVE ITEMS

4. **Joint Powers Agreement with Minnesota Bureau of Criminal Apprehension** [2025-107](#)

Sponsors: County Attorney's Office

1. Approve the Joint Powers Agreement with the State of Minnesota Bureau of Criminal Apprehension, 1430 Maryland Ave E, Saint Paul, Minnesota 55106, to participate in the Minnesota Human Trafficking Investigators Task Force for the period of five years from the effective date of the agreement in the amount of \$83,733.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to approve and execute amendments to the agreement to extend the term of this agreement and accept additional funding during the term of this agreement with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

5. **Appointment to the Metropolitan Emergency Services Board 911 Technical Operations Committee and the Radio Technical Operations Committee** [2025-104](#)

Sponsors: Emergency Communications

1. Appoint Dan Palmer, Deputy Director of Emergency Communications to serve as Ramsey County primary representative for the Metropolitan Emergency Services Board 911 Technical Operations Committee.
2. Appoint Mike Mihelich, Emergency Communications Technology Manager to serve as Ramsey County alternate representative for the Metropolitan Emergency Services Board 911 Technical Operations Committee.
3. Appoint Mike Mihelich, Emergency Communications Technology Manager to serve as Ramsey County primary representative on the Metropolitan Emergency Services Board Radio Technical Operations Committee.
4. Appoint Dan Palmer, Deputy Director of Emergency Communications to serve as Ramsey County alternate representative for the Metropolitan Emergency Services Board Radio Technical Operations Committee.

**6. Second Amendment to the Purchase and Sale Agreement for TCAAP/Rice Creek Commons Outlot A** [2025-091](#)

Sponsors: Community & Economic Development

1. Approve the second amendment to the Purchase and Sale Agreement for TCAAP Outlot A with Ryan Companies, in a form approved by the County Attorney's Office.
2. Authorize the Chair and Chief Clerk to execute and deliver, in forms approved by the County Attorney's Office:
  - a. The deed conveying the Phase 1 Parcel (defined below) to the buyer under the Purchase and Sale Agreement; and
  - b. All other easements, covenants, declarations, and other agreements that are to be recorded at closing as contemplated in the Purchase and Sale Agreement (as amended).
3. Authorize the County Manager to approve, execute, and deliver the subdivision plat that is contemplated in the Purchase and Sale Agreement, in a form approved by the County Attorney's Office.
4. Authorize the County Manager to approve, execute and deliver amendments that do not have a financial impact on the disposition of the Phase 1 Parcel, settlement statements and other closing documents, and other related real estate documentation associated with the sale of the Phase 1 Parcel, in forms approved by the County Attorney's Office.
5. Authorize the County Manager, at the County Manager's discretion, to direct any Sustainability Savings (defined below) to either be returned to the County or invested in more sustainability measures, in accordance with the Purchase and Sale Agreement.

**7. Enterprise Resource Planning Funding Plan and Request for Approval** [2025-115](#)

Sponsors: Finance

1. Approve the Funding Plan for the Enterprise Resource Planning System for 2025 and 2026.
2. Approve use of up to \$6 million of General Fund fund balance for the Enterprise Resource Planning Project.
3. Authorize the County Manager to transfer up to \$6 million from the General Fund fund balance to the Enterprise Resource Planning project budget for project activities.

**8. Enterprise Resource Planning Bond Reimbursement Resolution** [2025-080](#)

Sponsors: Finance

1. Adopt a resolution establishing procedures relating to compliance with reimbursement bond regulations under the Internal Revenue Code.
2. Authorize the Chair and Chief Clerk to execute the resolution.

**9. Agreement with Enterprise Resource Planning System Contractor** [2025-117](#)

Sponsors: Information Services

1. Approve selection of and the agreement with Workday, Inc. for their Enterprise Resource Planning software for the period of April 2, 2025, through April 1, 2033, with renewal options not to exceed a total agreement term of 15 years.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

**10. Agreement with Enterprise Resource Planning Budgeting System Contractor** [2025-118](#)

Sponsors: Information Services

1. Approve selection of and the agreement with Euna Solutions, Inc. for their Enterprise Resource Planning budgeting software for the period of April 1, 2025, through March 31, 2030, with renewal options not to exceed a total agreement term of 15 years.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

**11. Agreement with Enterprise Resource Planning Implementation Contractor** [2025-116](#)

Sponsors: Information Services

1. Approve selection of and the agreement with Collaborative Solutions, LLC, doing business as Collaborative Solutions of Minnesota, LLC, for implementation services for the period of April 1, 2025, through February 28, 2027, and may be renewed for up to three additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

**12. Settlement Agreement in Venedia Larita Campbell and Martin Alan Smith, II v. Ramsey County et al. (Court File No. 24-CV-00913)** [2025-122](#)

Sponsors: Board of Commissioners

1. Approve the settlement agreement with Venedia Larita Campbell and Martin Alan Smith, II v. Ramsey County et al. (Court File No. 24-CV-00913), totaling \$35,000.
2. Authorize the Chair and Chief Clerk to execute the settlement agreement.

**13. Terms of Collective Bargaining Agreement with Teamsters 320 Probation Officers for the Years 2025, 2026, and 2027** [2025-119](#)

---

Sponsors: Human Resources

- 1. Approve the terms of the collective bargaining agreement with Teamsters 320 Probation Officers for the years 2025, 2026, and 2027.
- 2. Authorize the Chair and the County Manager to execute the agreement.

**14. Terms of Collective Bargaining Agreement with Teamsters 320 Correctional Officers I & II for the Years 2025, 2026, and 2027** [2025-120](#)

Sponsors: Human Resources

- 1. Approve the terms of the collective bargaining agreement with Teamsters 320 Correctional Officers I and II for the years 2025, 2026, and 2027.
- 2. Authorize the Chair and the County Manager to execute the agreement.

**15. Terms of Collective Bargaining Agreement with Teamsters 320 Chief Correctional Officers for the Years 2025, 2026 and 2027** [2025-121](#)

Sponsors: Human Resources

- 1. Approve the terms of the collective bargaining agreement with Teamsters 320 Chief Correctional Officers for the years 2025, 2026 and 2027.
- 2. Authorize the Chair and the County Manager to execute the agreement.

**LEGISLATIVE UPDATE**

**COUNTY CONNECTIONS**

**OUTSIDE BOARD AND COMMITTEE REPORTS**

**BOARD CHAIR UPDATE**

**ADJOURNMENT**

Following County Board Meeting:

No meetings.

Advance Notice:

April 08, 2025 County board meeting – Council Chambers

April 15, 2025 County board meeting – Council Chambers

April 22, 2025 County board meeting – Council Chambers

April 29, 2025 No County board meeting – 5th Tuesday





# Board of Commissioners

## Request for Board Action

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

---

**Item Number:** 2024-548

**Meeting Date:** 4/1/2025

---

**Sponsor:** County Manager's Office

**Title**

Agenda of April 1, 2025 is Presented for Approval

**Recommendation**

Approve the agenda of April 1, 2025.



# Board of Commissioners

## Request for Board Action

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

---

**Item Number:** 2024-562

**Meeting Date:** 4/1/2025

---

**Sponsor:** County Manager's Office

**Title**

Minutes from March 18, 2025 are Presented for Approval

**Recommendation**

Approve the March 18, 2025 Minutes.

**Attachments**

1. March 18, 2025 Minutes



# Board of Commissioners

## Minutes

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

---

March 18, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

---

The Ramsey County Board of Commissioners met in regular session at 9:00 a.m. with the following members present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Xiong and Chair Ortega. Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

### ROLL CALL

Present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

Presented by Commissioner McMurtrey

1. Agenda of March 18, 2025 is Presented for Approval [2024-547](#)

Sponsors: County Manager's Office

Approve the agenda of March 18, 2025.

Motion by Moran, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

2. Minutes from March 11, 2025 are Presented for Approval [2024-560](#)

Sponsors: County Manager's Office

Approve the March 11, 2025 Minutes.

Motion by Miller, seconded by McGuire. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

### PROCLAMATION

3. Proclamation: Transgender Day of Visibility [2025-070](#)

Sponsors: Human Resources

Presented by Commissioner Jebens-Singh. Discussion can be found in archived video.

### PRESENTATION OF AWARD

4. Presentation: Ramsey County Employee Achievement Award: Beks Syler, Diversity, Inclusion and Organizational Development [2025-089](#)

Sponsors: Human Resources

None. For information and discussion only.

Presented by Commissioner McGuire. Discussion can be found in archived video.

## ADMINISTRATIVE ITEMS

5. Approval of 2025 Ramsey County Minnesota Hazard Mitigation Plan [2025-088](#)

Sponsors: Emergency Management & Homeland Security

Approve the 2025 Ramsey County, Minnesota Hazard Mitigation Plan.

Motion by McMurtrey, seconded by McGuire. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: [B2025-055](#)

7. Resolution to Support Environment and Natural Resource Trust Fund Grant Application [2025-098](#)

Sponsors: Parks & Recreation

1. Adopt a resolution to support and authorize the Parks & Recreation department application to the Environment and Natural Resource Trust Fund Grant Program for \$450,000.
2. Authorize the Ramsey County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by McMurtrey, seconded by McGuire. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: [B2025-056](#)

6. Personnel Complement Increase in the Social Services Department. [2025-052](#)

Sponsors: Social Services

Approve an increase in the personnel complement of the Aging & Disability Services and MnCHOICES Division, within the Social Services Department, by 80.0 Full Time Equivalent

Discussion can be found in archived video.

Motion by Jebens-Singh, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: [B2025-057](#)

8. Allocate Local Affordable Housing Aid for the Support and Stabilization of Affordable Housing [2025-097](#)

Sponsors: Community & Economic Development

1. Approve recommended projects and funding amounts up to \$5,011,049 for the stabilization and preservation of existing affordable housing.
2. Authorize the County Manager to enter into the necessary loan or other agreements and execute amendments to loan or other agreements, in a form approved by the County Attorney's Office.

Discussion can be found in archived video.

Motion by McMurtrey, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong  
Resolution: B2025-058

9. Allocate Local Affordable Housing Aid for Joint Property Acquisition [2025-114](#)

Sponsors: Housing Stability

Authorize the County Manager to transfer \$1,000,000 from 2024 Local Affordable Housing Aid fund to the 2025 joint property acquisition with the Interfaith Action of Greater Saint Paul in partnership with the state of Minnesota.

Commissioner Xiong made a motion, seconded by Moran, to insert two recommendations as follows:

2. Authorize the County Manager to enter into the necessary loan or other agreements and execute amendments to loan or other agreements, in a form approved by the County Attorney's Office with a forgivable loan term of 10 years.

3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by Xiong, seconded by McMurtrey. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong  
Resolution: B2025-059

## LEGISLATIVE UPDATE

Presented by Commissioner McGuire. Discussion can be found on archived video.

## COUNTY CONNECTIONS

Presented by County Manager, Ling Becker. 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 Ortega. Discussion can be found on archived video.

## ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:22 a.m.

## CLOSED MEETING

Pursuant to Minnesota Statutes 13D.05, Subdivision 3(c)(3), to develop or consider offers or counteroffers for the purchase or sale of real property, the Ramsey County Board will meet in a closed meeting, which is not open to the public.

In Re: Rice Creek Commons - Outlot A of the Twin Cities Army Ammunition Plant Site.

The Closed Meeting was called to order at 12:11 p.m.

Present: Commissioners Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Xiong and Chair Ortega.

Also present: Ling Becker, County Manager; Kathleen Ritter, Assistant County Attorney, Office of the Ramsey County Attorney, Kari Collins, Deputy County Manager - Economic Growth and Community Investment Service Team; Josh Olson, Director, Community and Economic Development; Ella Mitchell, Redevelopment Manager, Community and Economic Development; Ann Schwartz, Economic Development Specialist, Community and Economic Development; Alex Kotze, Chief Finance Officer, Finance; John Mazzitello, Deputy Director, Public Works; Deanna Pesik, Chief Compliance and Ethics Officer, Compliance and Ethics, Mandy Malecek, Enterprise Risk Manager, Compliance and Ethics, Jason Patten, Risk Specialist, and Jason Yang, Chief Clerk - County Board, County Manager's Office.

The closed meeting was adjourned at 1:31 p.m.

### **CLOSED MEETING**

Pursuant to Minnesota Statutes § 13D.05, subdivision 3(b) in order to discuss the Bakke matter, the Ramsey County Board will meet in a closed meeting, which is not open to the public.

In Re Bakke Matter

The Closed Meeting was called to order at 1:46 pm

Present: Commissioners Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Xiong, and Chair Ortega.

Also present: Ling Becker, County Manager; Jada Lewis, Civil Division Director, Ramsey County Attorney's Office, Jason Hiveley, Outside Counsel, Iverson Reuvers; Gloria Reyes, Deputy County Manager, Safety and Justice Service Team, Alex Kotze, Deputy County Manager, Health and Wellness Service Team, Kyle Mestad, Undersheriff & Chief of Staff, Ramsey County Sheriff's Office, Amy Caron, Director, Public Health, Deanna Pesik, Chief Compliance and Ethics Officer, Compliance and Ethics, Mandy Malecek, Enterprise Risk Manager, Compliance and Ethics, Jason Patten, Risk Specialist, Compliance and Ethics, Jason Yang, Chief Clerk, County Manager's Office.

Motioned by Jebens-Singh, seconded by Xiong. Unanimously approved. Now, Therefore, Be It Resolved, the Board of Ramsey County Commissioners authorized the Ramsey County staff to proceed as discussed in this closed meeting (Resolution B2025-060).

The closed meeting was adjourned at 3:12 p.m.



# Board of Commissioners

## Request for Board Action

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

---

**Item Number:** 2025-127

**Meeting Date:** 4/1/2025

---

**Sponsor:** Board of Commissioners

**Title**

Proclamation: National County Government Month Proclamation

**Attachments**

1. Proclamation

# Proclamation

WHEREAS, The National Association of Counties (NACo) recognizes 3,069 county governments, in addition to 42 city-county consolidations, and counties serve more than 330 million Americans providing essential services to create healthy, safe and vibrant communities; and

WHEREAS, Since 1991 NACo has encouraged counties across the country to elevate awareness of county responsibilities, programs and services, which includes serving as intergovernmental partners to enact local, state and federal programs to address the needs of all residents; and

WHEREAS, Ramsey County continues to be a vibrant community where all are valued and thrive, serving as a county of excellence by working with residents to enhance everyone's quality of life; and

WHEREAS, To achieve the counties vision and mission, the county developed a countywide strategic plan to serving residents first, advancing racial and health equity, aligning talent attraction, centering justice system transformation, strengthening families, responding to climate change, and building intergenerational prosperity; and

WHEREAS, Ramsey County and all counties take pride in the responsibility to protect and enhance the health, wellbeing and safety of all residents in efficient and cost-effective ways; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners do hereby declare April 2025 as National County Government Month; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners encourage all county officials, employees, schools and residents to participate in county government celebration activities.

  
Rafael Ortega, Board Chair, District 5

  
Tara Jebens-Singh, Commissioner, District 1

  
Mary Jo McGuire, Commissioner, District 2

  
Garrison McMurtrey, Commissioner, District 3

  
Rena Moran, Commissioner, District 4

  
Mai Chong Xiong, Commissioner, District 6

  
Kelly Miller, Commissioner, District 7

  
Ling Becker, County Manager



# Board of Commissioners

## Request for Board Action

---

**Item Number:** 2025-107

**Meeting Date:** 4/1/2025

---

**Sponsor:** County Attorney's Office

**Title**

Joint Powers Agreement with Minnesota Bureau of Criminal Apprehension

**Recommendation**

1. Approve the Joint Powers Agreement with the State of Minnesota Bureau of Criminal Apprehension, 1430 Maryland Ave E, Saint Paul, Minnesota 55106, to participate in the Minnesota Human Trafficking Investigators Task Force for the period of five years from the effective date of the agreement in the amount of \$83,733.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to approve and execute amendments to the agreement to extend the term of this agreement and accept additional funding during the term of this agreement with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

**Background and Rationale**

Since the passage of the 2011 Safe Harbor laws, Minnesota law enforcement and prosecutors have worked to improve the investigation and prosecution of human trafficking and sexual exploitation of youth. The Minnesota Human Trafficking Investigators Task Force was formed so law enforcement and prosecutors could collaborate together with the goal of improving investigations that lead to more successful prosecution of those who engage in sex trafficking and exploitation of youth. During 2018 and 2019, member agencies of the Minnesota Human Trafficking Investigators Task Force were provided grant funding to participate in task force activities. In 2020 after funding was awarded to continue the work of the Minnesota Human Trafficking Investigators Task Force, the Minnesota Bureau of Criminal Apprehension entered into Joint Powers Agreements with each partnering governmental unit for a five year term as additional funding was expected to be provided to maintain the efforts of the Minnesota Human Trafficking Investigators Task Force beyond the initial amount of funds awarded for 2020 and 2021. The Minnesota Bureau of Criminal Apprehension is requesting partnering governmental units to enter into a second Joint Powers Agreement for another five year term with the same expectation that additional funding will be provided to the Minnesota Human Trafficking Investigators Task Force.

Participation in the Minnesota Human Trafficking Investigators Task Force enables the Ramsey County Attorney's Office to continue the work to improve investigations and prosecution of those engaged in human trafficking and sexual exploitation of children. For fiscal year 2018 the Office of the Administration for Children & Families Office on Trafficking in Persons reported that human trafficking is a public health issue that impacts individuals, families, and communities. Traffickers disproportionately target at-risk populations including individuals who have experienced or been exposed to other forms of violence (child abuse and maltreatment, interpersonal violence and sexual assault, community and gang violence) and individuals disconnected from stable support networks (runaway and homeless youth, unaccompanied minors, persons displaced during natural disasters). Human traffickers often prey on individuals who are poor, frequently unemployed or underemployed, and who may lack access to social safety nets.

Since the passage of the 2011 Safe Harbor law, Minnesota has steadily increased its investment in combatting

sex trafficking and it has paid off as many more cases are being identified, investigated, and successfully prosecuted than ever before. To more effectively and efficiently combat trafficking in Minnesota, the Minnesota Human Trafficking Investigators Task Force was established to be a coordinated, multi-jurisdictional effort to increase investigative and prosecutorial capacity and support for regional multi-jurisdictional task forces statewide. The collaborative efforts through the Minnesota Human Trafficking Investigators Task Force remain essential to combatting human trafficking as these cases do not respect jurisdictional boundaries. These cases are technology-intensive, drawing on a vast array of potential sources of intelligence, and they can take tremendous time and effort. Since 2020, the Minnesota Human Trafficking Investigators Task Force has brought together the most experienced agencies in Minnesota and applied their expertise to cases throughout the state. The execution of the second Joint Powers Agreement for the Minnesota Human Trafficking Investigators Task Force enables all the partnering governmental agencies to continue the work of the task force for another five years and will continue to receive funding for their participation in the task force.

**County Goals** (Check those advanced by Action)

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Victims of sex trafficking in Minnesota are disproportionately people of color. In fact, [the most recent evaluation report](#) <<https://www.health.state.mn.us/communities/humantrafficking/documents/2023safeharboreval.pdf>> of Minnesota’s Safe Harbor Initiative cites a statewide figure of 62% of those victims served by regional navigators were people of color. Of the 1,649 persons receiving housing and supportive services, 40% were in the Twin Cities Metro Area with the remainder scattered throughout the State of Minnesota. Additionally, the [2024 Human Trafficking and Exploitation Prevention and Response](#) <<https://www.health.state.mn.us/communities/humantrafficking/documents/hthandout.pdf>> states that, while anyone can be a trafficking victim, factors such as socioeconomic status, homelessness, race and LGBTQ status play a significant factor in those falling victim to traffickers.

**Community Participation Level and Impact**

The Ramsey County Attorney’s Office is committed to actively partnering with law enforcement and other prosecutors to help improve investigations and prosecutions on human trafficking cases in Minnesota. For many years now, Ramsey County has worked to use the Task Force’s data-driven, subject matter expertise and state-wide collaboration of law enforcement and prosecutor offices to combat human trafficking and sexual exploitation of children throughout Minnesota.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The Joint Powers Agreement will provide \$83,733 in funding to the 2025 operating budget to continue to dedicate a prosecutor to work with the Minnesota Human Trafficking Investigators Task Force for the first year of the Joint Powers Agreement’s five-year term.

**Last Previous Action**

On March 10, 2020, the Ramsey County Board of Commissioners approved the Joint Powers Agreement with the State of Minnesota Bureau of Criminal Apprehension to participate in the Minnesota Human Trafficking Investigators Task Force (Resolution B2020-053).

**Attachments**

1. Joint Powers Agreement



## STATE OF MINNESOTA HUMAN TRAFFICKING INVESTIGATORS TASK FORCE JOINT POWERS AGREEMENT

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and County of Ramsey on behalf of its Attorney's Office, 345 Wabasha Street N. #120, St. Paul, MN 55102 ("Governmental Unit"). The BCA and Governmental Unit may be referred to jointly as "Parties."

### Recitals

Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The Parties wish to work together to investigate and prosecute human trafficking, which includes sex and labor trafficking. The parties, along with other law enforcement agencies, have formed the Minnesota Human Trafficking Investigators Task Force ("MNHITF") to coordinate their efforts. This Agreement identifies what the Parties, either individually or jointly, will provide under the Agreement and identifies the consideration to be paid by the BCA to the Governmental Unit, if any, for salary and corresponding fringe benefit expenses incurred by the Governmental Unit as a result of work conducted pursuant to this Agreement.

### Agreement

#### 1. Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five (5) years from the Effective Date unless terminated earlier pursuant to clause 12.

#### 2. Purpose

The Governmental Unit and BCA enter into this Agreement to implement the MNHITF that will use a three-pronged approach to combat human trafficking, which includes sex and labor trafficking: **prevention, education and enforcement.** The BCA will provide an Assistant Special Agent in Charge (ASAIC) who will serve as the Commander of the Task Force (Commander) and who reports to a Senior Special Agent in Charge (SAIC).

#### 3. Responsibilities of the Governmental Unit and the BCA

- 3.1 The Governmental Unit will:
  - 3.1.1 Assign an Assistant County Attorney as a full-time member ("Member") to the MNHITF who, while performing MNHITF assignments, continues to be employed and directly supervised by the Governmental Unit. All Services, duties, acts or omissions performed by the Member will be within the course and duty of the Member's employment and therefore covered by the Workers Compensation and other compensation programs of the Governmental Unit.
  - 3.1.2 Allow the Member to maintain an office and physical presence at the BCA Headquarters as deemed necessary by the Commander.
  - 3.1.3 Work in collaboration with all eighty-seven county attorneys through the Minnesota County Attorney's Association ("MCAA"), to:
    - A) Develop a formal prosecutors' network for human trafficking cases and investigations and use existing protocols to facilitate training, technical assistance

and prosecution services, with the understanding that the greatest need for technical assistance and prosecution services on complex human trafficking investigations and cases is outside their own jurisdictions and will involve assisting Greater Minnesota communities. Any of these associated costs and out-of-pocket expenses for criminal prosecution and technical assistance will not be borne by the BCA.

- B) Provide assistance on human trafficking investigations and prosecutions throughout the state when requested by a local county attorney.
  - C) Support and collaborate with multi-jurisdictional task forces and other agencies throughout the state.
  - D) Develop and expand prosecution capacity with prosecutors throughout the state of Minnesota by providing training, technical assistance and prosecution services when needed and requested.
  - E) Formally collaborate with and participate in the BCA's efforts to centralize and support local human trafficking investigations that lead to prosecutable cases.
- 3.1.4** Make a reasonably good faith attempt to be represented at all scheduled MNHITF meetings in order to share information and resources among the MNHITF members.
- 3.1.5** Participate fully in any audits required by the MNHITF.
- 3.1.6** Adhere to the following BCA policies and/or procedures while conducting MNHITF activities:
- A) BCA-1002 Building Security
  - B) BCA-1013 Access to BCA Data by BCA Personnel
  - C) DPS-4063 Employee Conduct
  - D) DPS-5100 Acceptable Use of Department Computers, Electronic Equipment, Information Systems and Resources
  - E) INV-7013 Evidence Handling
  - F) INV-7028 Responding to Reports of Sexual Assault
  - G) INV-7032 Investigation of Human Trafficking and Related Offenses
  - H) INV-7034 Conflicts of Interest
- 3.1.7** Utilize an electronic deconfliction system for to share and receive information to promote deconfliction with other agencies.
- 3.1.8** Consult the BCA in advance of any release of information stemming from work performed under this Agreement to allow the BCA to consider and consult any private, not public, or confidential data that may require redaction. Any release of data obtained in the course of MNHITF activities must adhere to state and federal laws.
- 3.1.9** Adhere to required policies, operations plans, or other operational guidance issued by SAIC and ASAIC, including new policies governing MNHITF activities as directed while conducting MNHITF investigations and activities.
- 3.1.10** If applicable, utilize task management and accountability programs and procedures, including Time Tracker, as directed by the SAIC and ASAIC.
- 3.1.11** Report any performance measure data collected related to the MNHITF to the Authorized Representative on a quarterly basis each year for the duration of this Agreement.
- 3.1.12** Generate quarterly expense reports covering previously approved expenses incurred within that quarterly period. Requests for reimbursement for that quarter's approved salary and corresponding fringe benefit expenses must be submitted to the ASAIC in the requested format for reimbursement within fourteen (14) days from the end of each quarter.
- 3.2** The BCA will:
- 3.2.1** Provide an ASAIC who will serve as the Commander of the Task Force.
  - 3.2.2** Provide the Member with the necessary office space and associated business accommodations at the BCA Headquarters.
  - 3.2.3** Review and approve or decline reimbursement requests under clause 4.1 within fourteen (14) business days of the reimbursement request.
- 3.3** The Parties agree that the MNHITF and any subsequent regional investigative task forces, will follow the guidance published by the US Department of Justice, Office for Victims of Crime Technical Assistance Center, on Human Trafficking Task Forces at [www.ovcttac.gov/taskforceguide/equide](http://www.ovcttac.gov/taskforceguide/equide).

- 3.4 The parties agree that they will follow the 2017 Safe Harbor Protocol Guidelines published by the Ramsey County Attorney's Office and Sexual Violence Institute at the Minnesota Coalition Against Sexual Assault, promote the letter and spirit of Minnesota's Safe Harbor Law and regional navigator system, continue involvement in the Minnesota Department of Health's Human Trafficking Task Force, and work collaboratively in a multi-disciplinary approach with service providers, victim advocacy, child protection workers, and other system professional.
- 3.5 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Member as an employee of the Governmental Unit.

#### 4. Payment

The BCA agrees to pay the Governmental Unit as follows:

- 4.1 The Governmental Unit will invoice the BCA on a quarterly basis for reimbursement of approved salary and corresponding fringe benefit expenses only during the time period from January 1, 2025 through December 31, 2025 from Grant Award A-STIT-2025-BCA-00003. The BCA will pay each invoice within thirty (30) calendar days of the invoice date with payment made to the address listed below.
- 4.2 The total obligation of the BCA to the Governmental Unit under this Agreement is Eighty Three Thousand Seven Hundred Thirty Two and 50/100 Dollars (\$83,732.50).

#### 5. Authorized Representatives

The BCA's Authorized Representative is the following person or her successor:

Name: Rachel Pearson, Commander of BCA-led MNHITF  
Address: Department of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Street East  
Saint Paul, MN 55106  
Telephone: 651.793.7000  
E-mail Address: [Rachel.Pearson@state.mn.us](mailto:Rachel.Pearson@state.mn.us)

The Governmental Unit's Authorized Representative is the person below or his/her successor:

Name: Dennis Gerhardstein, Public Information Officer  
Address: 360 Wabasha St. N Ste 100  
St. Paul, MN 55102  
Telephone: (651) 266-3074  
E-mail Address: [Dennis.Gerhardstein@co.ramsey.mn.us](mailto:Dennis.Gerhardstein@co.ramsey.mn.us)

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA's Authorized Representative by email.

#### 6. Assignment, Amendments, Waiver, and Agreement Complete

- 6.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 6.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3 **Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 6.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### 7. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

**8. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

**9. Government Data Practices**

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify the BCA. The BCA will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**10. Venue**

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**11. Expiration and Termination**

**11.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

**11.2** Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the MNHITF Commander all investigative equipment that was acquired under this Agreement.

**12. E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)**

For services valued in excess of \$50,000.00, the Governmental Unit certifies that as of the date of the services performed on behalf of the BCA, the Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the BCA. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at:

<http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with the Governmental Unit and made available to the BCA upon request.

**13. Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; and 10. Venue.

**THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK**

**The parties indicate their agreement and authority to execute this Agreement by signing below.**

1. **STATE ENCUMBRANCE VERIFICATION**  
*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT PO Number: 3000101520

3. **DEPARTMENT OF PUBLIC SAFETY;  
BUREAU OF CRIMINAL APPREHENSION**

By: \_\_\_\_\_

(with delegated authority)

Title: \_\_\_\_\_


Date: \_\_\_\_\_

2. **GOVERNMENTAL UNIT**  
*Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.*

By: \_\_\_\_\_

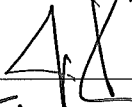
Title: \_\_\_\_\_

Date: \_\_\_\_\_

By:  \_\_\_\_\_

Title: County Attorney

Date: 3/4/25

By:  \_\_\_\_\_

Title: First Assistant

Date: 3/4/25

4. **COMMISSIONER OF ADMINISTRATION**  
*As delegated to the Office of State Procurement*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Admin ID: \_\_\_\_\_

# Board of Commissioners

## Request for Board Action

Item Number: 2025-104

Meeting Date: 4/1/2025

**Sponsor:** Emergency Communications

### Title

Appointment to the Metropolitan Emergency Services Board 911 Technical Operations Committee and the Radio Technical Operations Committee

### Recommendation

1. Appoint Dan Palmer, Deputy Director of Emergency Communications to serve as Ramsey County primary representative for the Metropolitan Emergency Services Board 911 Technical Operations Committee.
2. Appoint Mike Mihelich, Emergency Communications Technology Manager to serve as Ramsey County alternate representative for the Metropolitan Emergency Services Board 911 Technical Operations Committee.
3. Appoint Mike Mihelich, Emergency Communications Technology Manager to serve as Ramsey County primary representative on the Metropolitan Emergency Services Board Radio Technical Operations Committee.
4. Appoint Dan Palmer, Deputy Director of Emergency Communications to serve as Ramsey County alternate representative for the Metropolitan Emergency Services Board Radio Technical Operations Committee.

### Background and Rationale

The Metropolitan Emergency Services Board (MESB) established the 911 Technical Operations Committee and the Radio Technical Operations Committee to monitor the operations of regional emergency services systems, and to prepare studies, reports, and recommended actions on technical and operational issues affecting the 911 systems. Due to changes in leadership within Ramsey County Emergency Communications board approval is needed to appoint a new primary and alternate for both the 911 Technical Operations Committee and the Radio Technical Operations Committee.

The MESB was created in 2005 through a merger of the Metropolitan Radio Board and the Metropolitan 911 Board. The MESB satisfies Minnesota Statutes Section 403.39, which requires a metropolitan regional 911 telephone system and related system of emergency medical services, to coordinated metropolitan and local improvements to the statewide radio system. Through the MESB, the nine metropolitan counties and the city of Minneapolis coordinate emergency services systems for the entire metropolitan area. Historically, staff from Ramsey County Emergency Communications Center with management and/or technical responsibility have been appointed to both MESB Technical Operations Committees.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

No direct racial equity impact is linked to this appointment. The MESB is an administrative board and Ramsey county's involvement serves the entire community.



**Community Participation Level and Impact**

There is no community engagement associated with this request for board action

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

There is no fiscal impact associated with this request for board action.

**Last Previous Action**

On November 9, 2021, the Ramsey County Board approved the Joint Powers Agreement with Metropolitan Emergency Services Board and authorize the appoint of members and alternates to the Technical Operations Committees of the Metropolitan Emergency Services Board during the term of the agreement (Resolution B2021-244).

**Attachments**

None

# Board of Commissioners

## Request for Board Action

---

**Item Number:** 2025-091

**Meeting Date:** 4/1/2025

---

**Sponsor:** Community & Economic Development

**Title**

Second Amendment to the Purchase and Sale Agreement for TCAAP/Rice Creek Commons Outlot A

**Recommendation**

1. Approve the second amendment to the Purchase and Sale Agreement for TCAAP Outlot A with Ryan Companies, in a form approved by the County Attorney's Office.
2. Authorize the Chair and Chief Clerk to execute and deliver, in forms approved by the County Attorney's Office:
  - a. The deed conveying the Phase 1 Parcel (defined below) to the buyer under the Purchase and Sale Agreement; and
  - b. All other easements, covenants, declarations, and other agreements that are to be recorded at closing as contemplated in the Purchase and Sale Agreement (as amended).
3. Authorize the County Manager to approve, execute, and deliver the subdivision plat that is contemplated in the Purchase and Sale Agreement, in a form approved by the County Attorney's Office.
4. Authorize the County Manager to approve, execute and deliver amendments that do not have a financial impact on the disposition of the Phase 1 Parcel, settlement statements and other closing documents, and other related real estate documentation associated with the sale of the Phase 1 Parcel, in forms approved by the County Attorney's Office.
5. Authorize the County Manager, at the County Manager's discretion, to direct any Sustainability Savings (defined below) to either be returned to the County or invested in more sustainability measures, in accordance with the Purchase and Sale Agreement.

**Background and Rationale**

In 2013, Ramsey County purchased 427 acres of the former Twin Cities Army Ammunition Plant (TCAAP) property in the city of Arden Hills from the federal government for redevelopment and renamed the site Rice Creek Commons. TCAAP Outlot A, also sometimes referred to as the "thumb parcel" or "Rice Creek Commons Outlot A," is a 40-acre, development-ready parcel noncontiguous to the main Rice Creek Commons/TCAAP development parcel, known as the "California parcel." TCAAP Outlot A has frontage along I-35W with direct highway access from County Road H and is zoned for commercial/industrial use.

In 2023, the TCAAP Joint Development Authority (JDA) in collaboration with Ramsey County released a Request for Development Interest (RDI) for Rice Creek Commons/TCAAP Outlot A. After review and evaluation of proposals, the JDA and Ramsey County each recommended moving forward with Ryan Companies as developer for the site. On January 16, 2024, the Ramsey County Board approved and executed a Purchase and Sale Agreement (PSA) with Ryan Companies for TCAAP Outlot A. This PSA had an expiration date of January 15, 2025.

In late 2024, Ryan Companies requested an amendment to the PSA to allow them to close on the land in phases. Staff and Ramsey County Attorney's Office worked with Ryan Companies to extend the PSA to March 31, 2025, with no financial impact, through a first amendment. This provided time to draft a second

amendment enabling phased development of TCAAP Outlot A. A closed session of the Ramsey County Board was held on March 18, 2025, where the Ramsey County Board reviewed the terms of this second amendment to the PSA.

Through this second amendment, TCAAP Outlot A will be subdivided into two parcels and sold to Ryan Companies in two phases:

- Phase 1 is a 9.82-acre parcel that will close by April 30, 2025. The subdivision plat will rename the Phase 1 parcel to “Lot 1, Block 1, Rice Creek Commons”. The purchase price for Phase 1 is reduced from \$3,516,947.28 to \$1.00 to support sustainability and clean energy measures in phase 1 that align with Rice Creek Commons-wide sustainability design guidelines approved by the JDA in January 2025 (the one-time “Sustainability Credit”). These renewable energy technologies include ground-source heat exchange wells and air-source heat pumps. If these measures cost less than the amount of the one-time Sustainability Credit, the savings (the “Sustainability Savings”) will be returned to County or, at the County’s discretion, invested in more sustainability measures.
- Phase 2 is the remaining 30.28-acre parcel. The subdivision plat will rename the Phase 2 parcel “Outlot A, Rice Creek Commons.” Closing will occur by December 1, 2025, with two options to extend by six months each with non-refundable deposits, for an outside closing date of December 1, 2026. The purchase price for Phase 2 remains consistent with the terms of the original PSA, at \$7.30 per square feet, for a purchase price of \$9,234,371.52.

**County Goals** (Check those advanced by Action)

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Redevelopment of the former TCAAP/Rice Creek Commons site is an important project in terms of achieving the Ramsey County Board’s overall Prosperity Goal with regard to tax base development, job creation, affordable housing, and environmental remediation of brownfields. The RDI process included evaluation of proposals based on alignment with Ramsey County’s Economic Competitiveness and Inclusion Plan and Equitable Development Framework. Ryan Companies is an active participant in Ramsey County workforce inclusion initiatives such as the CERT Connect Small Business Open House.

**Community Participation Level and Impact**

Information about the RDI for Outlot A was publicized through DemandStar, the Rice Creek Commons newsletter list, and the Community & Economic Development department newsletter list. The JDA receives consistent updates on the RDI process at their monthly Board meetings and work sessions, where the public is invited to learn more and give their input.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The purchase price for TCAAP Outlot A Phase 1 has been reduced from \$3,516,947.28 to \$1.00 to support additional sustainability and clean energy investment in the project. The purchase price for phase 2 will remain consistent with the terms of the original PSA, at \$7.30 per acre, for a purchase price of \$9,234,371.52. These land sale proceeds will be reinvested into the Rice Creek Commons development.

**Last Previous Action**

On January 16, 2024, the Ramsey County Board approved the Purchase and Sale Agreement with Ryan Companies for Rice Creek Commons Outlot A (Resolution B2024-016).

**Attachments**

1. Second Amendment to the Purchase and Sale Agreement with Ryan Companies for TCAAP Outlot A

2. Final Plat - Outlot A

## SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (“Second Amendment”) is made and dated as of March \_\_\_, 2025, by and between RYAN COMPANIES US, INC., a Minnesota corporation (“Buyer”), and COUNTY OF RAMSEY, MINNESOTA, a political subdivision of the State of Minnesota (“Seller”).

### **RECITALS:**

WHEREAS, Buyer and Seller are parties to that certain Purchase Agreement dated January 17, 2024, as amended by that certain First Amendment to Purchase Agreement dated January 15, 2025 (as amended, the “PSA”), concerning the purchase and sale of the Property; and

WHEREAS, the parties agree to amend the PSA on the terms and conditions as set forth herein.

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter expressed, it is hereby agreed as follows:

1. **Recitals; Defined Terms.** The foregoing recitals are true and correct and are incorporated herein as part of this Second Amendment. Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the PSA.
2. **Phased Takedown of Parcels.** Notwithstanding anything to the contrary in the PSA, the parties agree that Buyer may acquire the Property in two phases (each, a “Takedown Parcel”), the first comprising approximately 9.82 acres and referred to herein as “Phase 1” and the balance of the Property comprising approximately 30.28 acres referred to herein as “Phase 2” with closing on the dates specified in Section 7 below. To acquire any portion of the Property, Buyer shall first legally subdivide the Property into two independent and separate lots each constituting a single tax parcel using a legal description reasonably approved by Seller and Buyer, at Buyer's expense, and Seller shall cooperate, in good faith, with Buyer's efforts but shall bear no material expense in doing so. Seller's duty to cooperate shall include, without limitation, executing a plat on or before Closing such that Phase 1 can be legally conveyed. Phase 1 and Phase 2 shall be substantially as shown on the preliminary plat attached as Exhibit A, with slight modifications as may be required for the final plat.
3. **Waiver of Due Diligence.** Buyer acknowledges that as of the date hereof, the contingencies set forth in Sections 3.3.3 of the PSA are hereby waived by Buyer, and Buyer accepts the Property in its current physical condition.
4. **Earnest Money; Additional Consideration.** Section 2.1.2 of the PSA is hereby deleted. On the Phase 1 Closing Date, Buyer shall deposit an additional One Hundred Twenty-Five

Thousand and 00/100 Dollars (\$125,000.00) (the “Additional Earnest Money”) with Title Company. The Additional Earnest Money is part of the Earnest Money and shall be nonrefundable to Buyer on the date paid unless the PSA is terminated due to a Seller default thereunder. Buyer shall have no further right to extend the Due Diligence Period, as contemplated in Section 2.1.2 of the PSA.

5. **Purchase Price.**

(a) **Phase 1 Purchase Price.** The first sentence of Section 2 of the PSA is deleted in its entirety. The total purchase price (“Phase 1 Purchase Price”) to be paid by Buyer for Phase 1 shall be \$7.30 per square foot comprising (i) the gross square feet of Phase 1 *plus* (ii) the gross square feet of the Easement Parcel (as defined below) (the “Easement Price”). Based on the preliminary plat for the Property, Phase 1 Purchase Price is currently estimated to be Three Million Five Hundred Sixteen Thousand Nine Hundred Forty-Seven and 28/100 Dollars (\$3,516,947.28) [9.82 acre comprising Phase 1 at \$7.30 per square foot [\$3,122,642.16]; plus 1.24 acres Easement Parcels at \$7.30 per square foot [\$394,305.12]. The Phase 1 Purchase Price shall be reduced by the Sustainability Credit (hereinafter defined); provided in no event shall the total Sustainability Credit exceed the Phase 1 Purchase Price (the “Maximum Sustainability Credit”) and provided further that in no event shall the Phase 1 Purchase Price *be less than \$1.00*. For purposes hereof, “Sustainability Credit” has the meaning set forth in Exhibit B, attached hereto and incorporated herein. Seller represents that the Sustainability Credit falls under one or more exemptions to the definition of “business subsidy” under the Minnesota Business Subsidy statute (Minn Stat 116J.993-995).116J.993 Subd. 3(9) [assistance for energy conservation] and 116J.993 Subd. 3(4) [redevelopment property polluted by contaminants]. The Parties anticipate that the Sustainability Requirements shall be determined on or before March 31, 2025. Since the final cost of the Sustainability Improvements will not be finally determined as of the Phase 1 Closing Date, Buyer and Seller agree that Buyer will receive a credit against the Purchase Price at the Phase 1 Closing in an amount equal to the Maximum Sustainability Credit.

(b) **Phase 2 Purchase Price.** The total purchase price (“Phase 2 Purchase Price”) to be paid by Buyer for Phase 2 shall be \$7.30 per square foot comprising (i) the gross square feet of Phase 2 *less* (ii) the Easement Price. Based on the preliminary plat for the Property, the Phase 2 Purchase Price is currently estimated to be Nine Million Two Hundred Thirty Four Thousand Three Hundred Seven-One and 52/100 Dollars (\$9,234,371.52) [30.28 acres comprising Phase 2 at \$7.30 per square foot [\$9,628,676.64]; less the Easement Price [\$394,305.12]. Additionally, at the Phase 1 Closing, the Earnest Money (in the amount of \$175,000) shall remain in escrow and be applied as a credit against the Closing Extension Deposits, if any, or as a deposit against the Phase 2 Purchase Price.

6. **Post Closing Agreement.** At Closing and as a Seller’s Closing Document and Buyer’s Closing Document, Buyer and Seller will enter into the Post-Closing Agreement, as more particularly described and defined in Exhibit B.

7. **Closing.** The first paragraph of Section 5 of the PSA is hereby deleted in its entirety and replaced with the following:

“The closing of the purchase and sale contemplated by this Agreement with respect to Phase 1 (the “Phase 1 Closing”) shall occur on or before April 30, 2025 (the “Phase 1 Closing Date”). The closing of the purchase and sale contemplated by this Agreement with respect to Phase 2 (the “Phase 2 Closing”) shall occur on or before December 1, 2025 (the “Phase 2 Closing Date”). Buyer may elect to close on any Phase 2 sooner, upon ten (10) days’ written notice to Seller. Each of the Phase 1 Closing and Phase 2 Closing shall take place in escrow by overnight delivery of documents to the Escrow Agent and wire transfer of funds. Seller agrees to deliver exclusive possession of the Property to Buyer on Phase 1 Closing Date and Phase 2 Closing Date, as applicable. Buyer shall have two (2) options to extend the Phase 2 Closing Date by six (6) months each by delivering written notice (each, a “Closing Extension Notice”) of such extension to Seller and Title Company prior the Phase 2 Closing Date that would otherwise occur. Buyer will, no later than three (3) business days after delivering a Closing Extension Notice, deposit Fifty Thousand and 00/100 Dollars (\$50,000.00) (each, a “Closing Extension Deposit”) with Title Company. The Closing Extension Deposits shall be non-refundable to Buyer on the date paid, except in the event of Seller’s default hereunder, and shall be applicable to the Phase 2 Purchase Price at Closing.”

8. **Failure to Acquire Entire Property; Termination of PSA.** In the event Buyer has not acquired all of the Land on or before the December 1, 2025, as the same may be extended, Seller may terminate the PSA in accordance with Minnesota law, and thereafter neither party shall have any rights thereunder, it being expressly acknowledged and agreed that Buyer may acquire only portions of the Property in accordance with the requirements of Section 2 of this Second Amendment and otherwise in accordance with the PSA.

9. **Easements.**

- (a) **Reciprocal Access Easement Agreement.** At the Phase 1 Closing, Buyer and Seller shall enter into and record on Phase 1 and Phase 2 a cross access easement agreement (the “Cross Access Easement”) setting forth, among other matters, reciprocal easement for the shared access drive to be constructed along the southerly border of Phase 1 and northerly border of Phase 2, easements for other utilities, and operating responsibilities, and cost-sharing obligations. Seller and Buyer shall work cooperatively to agree on the final form of the Cross Access Easement by March 31, 2025 and execute such final form at the Phase 1 Closing. Buyer shall pay the recording fee and any service fee charged by Title Company to record the Cross Access Agreement at the Phase 1 Closing.
- (b) **Temporary Access, Construction and Staging Easement Agreement.** At the Phase 1 Closing, Buyer and Seller shall enter into and record against Phase 1 and Phase 2 a temporary access, construction and staging easement agreement to permit Buyer to use a portion of Phase 2 for the staging of a construction trailer, staging of construction materials, stockpiling soils and materials, and access from Phase 2 to Phase 1 while the development of Phase 1 is ongoing (“Temporary Easement

Agreement”). Seller and Buyer shall work cooperatively to agree on the final form of the Temporary Easement Agreement by March 31, 2025 and execute such final form at the Phase 1 Closing. Buyer shall pay the recording fee and any service fee charged by Title Company to record the Temporary Easement Agreement at Closing. Buyer shall pay the recording fee and any service charge charged by Title Company to record the Temporary Easement Agreement the Phase 1 Closing.

- (c) Declaration of Perpetual Stormwater Drainage Easement. At the Phase 1 Closing, Seller shall enter into and record a Declaration of Perpetual Stormwater Drainage Easement to permit stormwater drainage: (i) from Phase 1 through an identified easement area on Phase 2 via underground drainage facilities and a stormwater pond to be installed and utilized by Buyer; and (ii) from the Stormwater Pond to the park property owned by Seller and located adjacent to Phase 2 via (A) an underground drainage pipe to be installed by Buyer in an identified easement area on the park property immediately adjacent to Phase 2, and (B) thereafter upon exiting said underground pipe, meandering over and across said park property to the creek located downgrade of such pipe. Seller and Buyer shall work cooperatively to agree on the final form of the Declaration of Perpetual Stormwater Drainage Easement by March 31, 2025 and execute such final form at the Phase 1 Closing. Buyer shall pay the recording fee and any service fee charged by Title Company to record the Declaration of Perpetual Stormwater Drainage Easement at the Phase 1 Closing.
  - (d) Declaration of Restrictive Covenants. At the Phase 1 Closing, Buyer shall enter and record into a Declaration of Restrictive Covenants against Phase 1 to implement Sustainability Requirements Seller and Buyer shall work cooperatively to agree on the final form of the Declaration of Restrictive Covenants by March 31, 2025 and execute such final form at the Phase 1 Closing. Buyer shall pay the recording fee and any service fee charged by Title Company to record the Declaration of Restrictive Covenants at the Phase 1 Closing.
  - (e) Stormwater Maintenance Agreement. At Closing, Seller, Buyer and the City of Arden Hills shall enter into and record a Stormwater Maintenance Agreement (the “SW Maintenance Agreement”) to govern the maintenance requirements for the stormwater pond and associated facilities. Seller and Buyer shall work cooperatively to agree on the final form of the SW Management Agreement by March 31, 2025 and execute such final form at the Phase 1 Closing. Buyer shall pay the recording fee and any service fee charged by Title Company to record the SW Maintenance Agreement at the Phase 1 Closing.
10. Development Agreement. At the Phase 1 Closing, Seller and Buyer shall enter into and record that certain Development Agreement (Developer Installed Infrastructure) Rice Creek Thumb Parcel by and between the Twin Cities Army Ammunition Plan Joint Development Authority, a Minnesota joint powers entity organized under Minn. Stat. § 471.59 (the “JDA”), and Buyer to govern the development of Phase I and those



infrastructure improvements described therein (the “Development Agreement”). Seller and Buyer shall work cooperatively to agree on the final form of the Development Agreement by March 31, 2025 and execute such final form on or before the Phase 1 Closing.

11. **Closing Documents.**

(a) Section 5.1 of the PSA is amended to add the following at the end thereof:

“5.1.8. The Post-Closing Agreement. An original of the Post-Closing Agreement.

5.1.9. Cross Access Easement. An original of the Cross Access Easement in recordable form.

5.1.10. Temporary Construction Easement. An original of the Temporary Construction Easement executed by Seller and Buyer in recordable form.

5.1.11. Declaration of Perpetual Stormwater Drainage Easement. An original of the Declaration of Perpetual Stormwater Drainage Easement executed by Seller in recordable form.

5.1.12 SW Maintenance Agreement. An original of the SW Management Agreement, executed by Seller and the City of Arden Hills in recordable form.

5.1.13 Development Agreement. An original of the Development Agreement executed by the JDA in recordable form. Seller will arrange for and coordinate the JDA’s execution of the Development Agreement in recordable form.

(b) Section 5.2 of the PSA is amended to add the following at the end thereof:

5.2.4. The Post-Closing Agreement.

5.2.5. The Cross Access Easement. An original of the Cross Access Easement in recordable form.

5.2.6. Temporary Construction Easement. An original of the Temporary Construction Easement executed by Seller and Buyer in recordable form.

5.2.7 SW Maintenance Agreement. An original of SW Maintenance Agreement executed by Buyer in recordable form.

5.2.8 Declaration of Restrictive Covenants. An original of the Declaration of Restrictive Covenants executed by Buyer in recordable form.

5.2.9 Development Agreement. An original of the Development Agreement executed by Buyer and in recordable form.

12. **Acknowledgement Regarding Ramsey County Request for Development Interest.**

Buyer acknowledges that the Property is subject to the jurisdiction of the JDA and governed by and subject to the TCAAP Redevelopment Code in addition to other applicable state, federal, and local laws, codes, and ordinances. Buyer further acknowledges that it was selected as the developer of the Property pursuant to an evaluative process under a Ramsey County Request for Development Interest (“RDI”). The RDI included requirements that the selected developer’s development of the Property would be subject to the TCAAP Redevelopment Code and would align with the JDA’s vision for development of Rice Creek Commons (the “JDA Vision”). As the selected developer, Buyer acknowledges and agrees that its development of the Property will align with the JDA Vision and will be subject to the TCAAP Redevelopment Code and all applicable Ramsey County, City of Arden Hills, and JDA laws, codes, ordinances, and policies, including, without limitation, the Ramsey County Prevailing Wage Ordinance, the JDA Sustainability Design Guidelines approved by the JDA on January 21, 2025, and all other applicable state, federal, and local laws, codes, ordinances, and policies. After Closing, Seller and Buyer will continue to cooperate to effect workforce and contracting inclusion goals for the development of the Property, which may result in a Community Benefits Agreement in partnership with Seller.

13. **Miscellaneous.** Except as amended by this Second Amendment, the PSA remains effective in accordance with its terms. The terms of this Second Amendment will control over any conflicts between it and the terms of the PSA. This Second Amendment may be executed in two or more identical counterparts, and an electronic transmission shall be binding on the party or parties whose signatures appear thereon. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one amendment, but in making proof of this Second Amendment, it shall not be necessary to produce or account for more than one such counterpart.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

**BUYER:**

RYAN COMPANIES US, INC.,  
a Minnesota corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

COUNTY OF RAMSEY, MINNESOTA,  
A political subdivision of the State of Minnesota

By: \_\_\_\_\_  
Rafael Ortega  
Chair of the Board of Commissioners

By: \_\_\_\_\_  
Jason Yang  
Chief Clerk of the Board of Commissioners

APPROVED AS TO FORM:

*Scott Schwahn*  
\_\_\_\_\_  
Assistant County Attorney

EXHIBIT A  
Preliminary Plat

## EXHIBIT B

### Sustainability Credit

Sustainability Credit. Buyer shall install the mechanical system which will include geothermal facilities that will reduce carbon emissions from the commercial building to be constructed on Phase 1 (the “**Building**”) which mechanical system will include certain Core Sustainability Elements (defined below) (“**System**”). The System will be more particularly described in the Plans submitted by Buyer to the JDA for approval pursuant to the Development Agreement and in accordance with the Sustainability Requirements of the Development Agreement. Based upon early and preliminary estimates only, Buyer and Seller currently estimate that the System as finally installed will cost approximately \$9,316,947.28. To assist in the cost of the Core Sustainability Elements and in satisfying the JDA sustainability requirements, Seller, has agreed to reduce the Phase I Purchase Price by an amount not to exceed the Maximum Sustainability Credit. Therefore, together, Buyer and Seller will be contributing to the cost of the System. The parties recognize that a standard mechanical system for the Building (without the Core Sustainability Elements) would cost \$5,800,000.00 (“**Minimum Investment**”). Buyer commits to expending the Minimum Investment.

At Closing, Buyer and Seller will enter into a Post-Closing Agreement (the “**Post-Closing Agreement**”) which will provide that the cost of the System will be determined in good faith by Buyer on an open-book basis prior to November 1, 2025 (“**System Cost**”). Promptly following November 1, 2025, the parties shall compute the difference between the System Cost and the Minimum Investment (“**Sustainability Credit**”). In the event the Sustainability Credit exceeds the Maximum Sustainability Credit the cost of such overage shall be paid for by Buyer. If the Sustainability Credit is less than the Maximum Sustainability Credit then at Seller’s election, all or part of such difference may be refunded to Seller or contributed toward further sustainability measures at Phase 1. The LEED boundary for each improved parcel of land within the development shall be the same as the boundary of that parcel.

For purposes hereof, “Core Sustainability Elements” shall mean:

- (2) Darcy ground-source heat exchange wells with associated piping & heat exchangers.
- Backup boilers & hot water piping to connect with ground-source heat exchange wells.
- Approximately 18 Rooftop mechanical units (air-source and water-source heat pumps).
- Additional electrical service & associated feeders to support electric HVAC equipment.
- Additional controls associated with new building systems and Building Automation.

# RICE CREEK COMMONS

**KNOW ALL PERSONS BY THESE PRESENTS:** That Ramsey County, a political subdivision of the State of Minnesota, owner of the following described property situated in the City of Arden Hills, County of Ramsey, State of Minnesota, to wit:

Outlot A, TCAAP, according to the recorded plat thereof, Ramsey County, Minnesota.

Has caused the same to be surveyed and platted as RICE CREEK COMMONS and does hereby dedicate to the public for public use forever the drainage and utility easements as shown.

In witness whereof said Ramsey County, a political subdivision of the State of Minnesota, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Signed: COUNTY OF RAMSEY

By \_\_\_\_\_  
Ling Becker, County Manager

**STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Ling Becker, County Manager of the County of Ramsey, a political subdivision of the State of Minnesota, on behalf of said County.

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Name Printed)  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

I, Mathew J. Welinski, Professional Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Mathew J. Welinski, Professional Land Surveyor  
Minnesota License No. 53596

**STATE OF MINNESOTA  
COUNTY OF \_\_\_\_\_**

The foregoing Surveyor's Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Mathew J. Welinski, a Professional Land Surveyor.

\_\_\_\_\_  
(Signature) \_\_\_\_\_  
(Name Printed)  
Notary Public, \_\_\_\_\_ County, Minnesota  
My Commission Expires \_\_\_\_\_

**BOARD OF COMMISSIONERS**  
Twin Cities Army Ammunition Plant Joint Development Authority

We do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Board of Commissioners of the Joint Powers Board for the Twin Cities Army Ammunition Plant Joint Development Authority, approved this plat. Also, the conditions of Minnesota Statutes, Section 505.03, Subd. 2, have been fulfilled.

\_\_\_\_\_  
Jonathan Wickland, Chair of Board of Commissioners

\_\_\_\_\_  
Ella Mitchell, Administrative Director

**PROPERTY TAX, RECORDS AND ELECTION SERVICES DEPARTMENT**

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Ramsey County Auditor/Treasurer

By \_\_\_\_\_, Deputy

**COUNTY SURVEYOR**

Pursuant to Minnesota Statutes, Section 383A.42 this plat has been approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

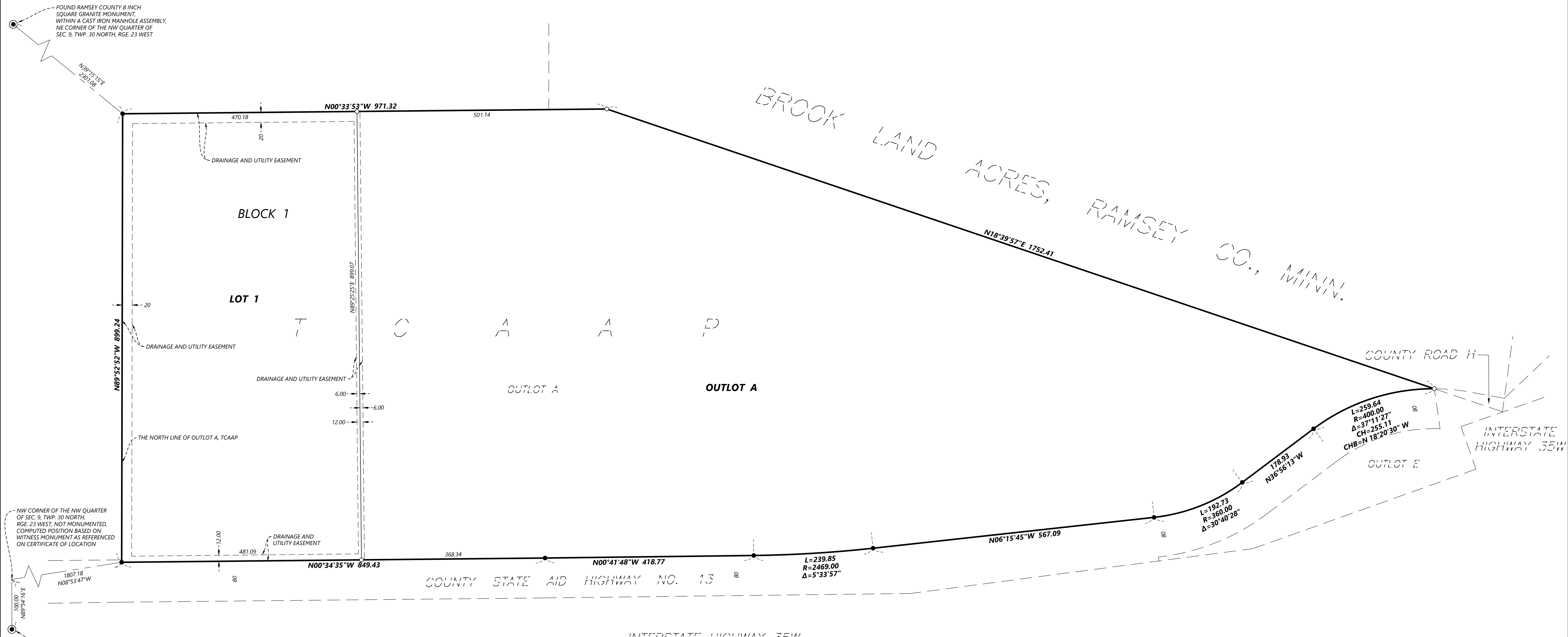
\_\_\_\_\_  
Daniel D. Baar, L.S.  
Ramsey County Surveyor

**REGISTRAR OF TITLES**, County of Ramsey, State of Minnesota

I hereby certify that this plat of RICE CREEK COMMONS was filed in the office of the Registrar of Titles for public record on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_M., and was duly filed in Book \_\_\_\_\_ of Plats, Pages \_\_\_\_\_ and \_\_\_\_\_, as Document Number \_\_\_\_\_.

\_\_\_\_\_  
Deputy Registrar of Titles

# RICE CREEK COMMONS

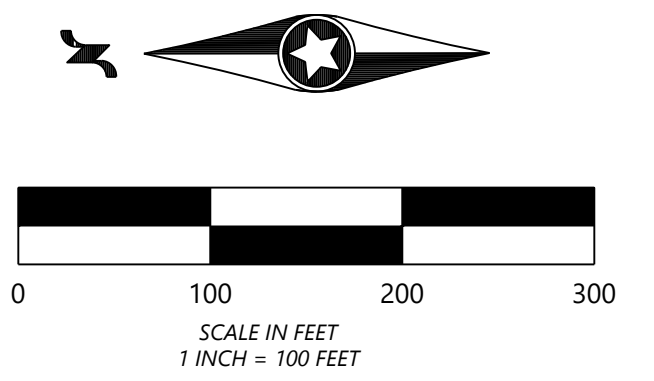
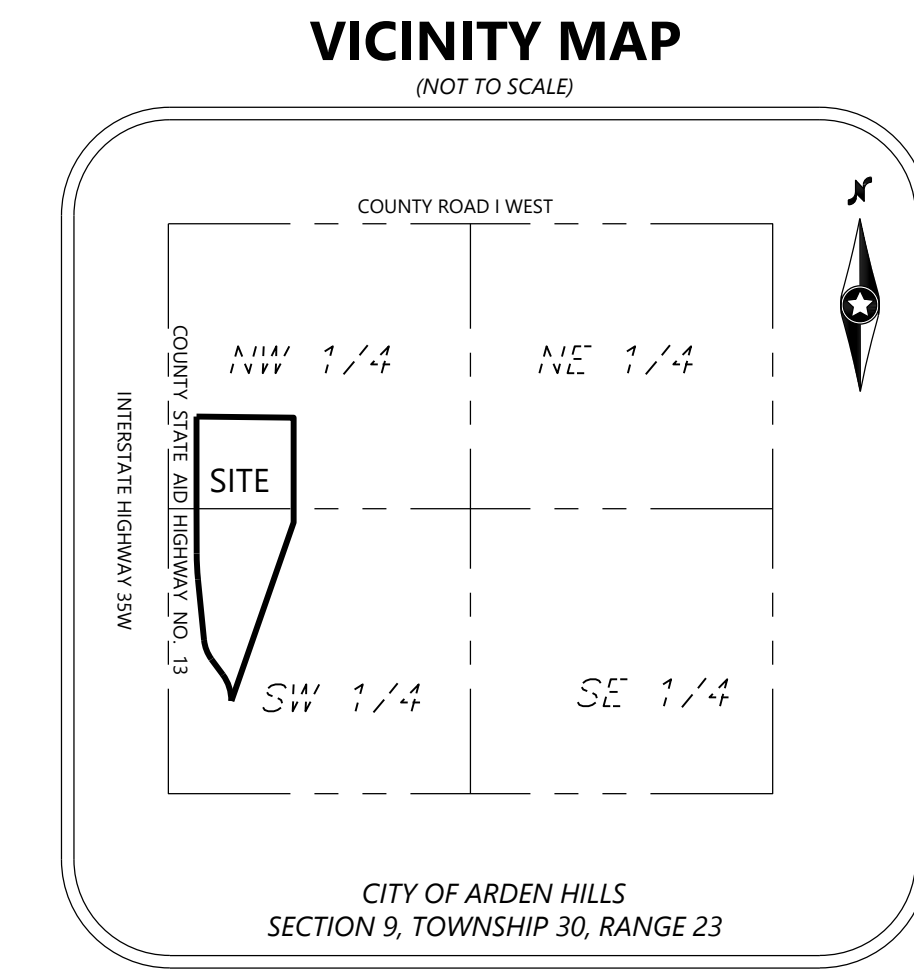


FOUND RAMSEY COUNTY 8 INCH SQUARE GRANITE MONUMENT, WITHIN A CAST IRON MANHOLE ASSEMBLY, NE CORNER OF THE NW QUARTER OF SEC. 9, TWP. 30 NORTH, RGE. 23 WEST

N00°33'53\"/>

FOUND WITNESS MONUMENT, 5/8 INCH BY 14 INCH REBAR WITH 3 INCH ALUMINUM CAP STAMPED 'RAMSEY COUNTY SURVEYOR'

N08°54'16\"/>



- SET 1/2 INCH BY 14 INCH IRON PIPE WITH CAP INSCRIBED LICENCE NO. 53596
- FOUND 3/4 INCH BY 16 INCH CAPPED IRON PIPE, CAP INSCRIBED LICENSE NO. 43055, UNLESS OTHERWISE NOTED ON SURVEY
- ⊙ FOUND RAMSEY COUNTY 8 INCH SQUARE GRANITE MONUMENT, UNLESS OTHERWISE NOTED ON SURVEY

THE NORTH LINE OF OUTLOT A, TCAAP IS ASSUMED TO BEAR OF N89°52'52\"/>

---

Item Number: 2025-115

Meeting Date: 4/1/2025

---

Sponsor: Finance

### Title

Enterprise Resource Planning Funding Plan and Request for Approval

### Recommendation

1. Approve the Funding Plan for the Enterprise Resource Planning System for 2025 and 2026.
2. Approve use of up to \$6 million of General Fund fund balance for the Enterprise Resource Planning Project.
3. Authorize the County Manager to transfer up to \$6 million from the General Fund fund balance to the Enterprise Resource Planning project budget for project activities.

### Background and Rationale

The county is replacing the current Enterprise Resource Planning (ERP) system, PeopleSoft, with a new commercial off the shelf ERP system. The county implemented its current system in 1999, and the system contains significant customizations to support County processes. In 2023 and 2024, the county completed a needs assessment of the current system and processes to identify key opportunities for improvement in the new system. Key objectives of this project include:

- Move to a modern, cloud-based system with improved functionality compared to current systems.
- Leverage standard functionality and align processes with best practices, when possible, to minimize customizations.
- Become more efficient in operations and resident services.
- Develop integrations between the new ERP system and other County systems to facilitate efficient data transfers and processes.

This project will impact all departments across the county and is led by Finance, Human Resources and Information Services.

This Request for Board Action (RBA) is seeking approval by the county board of the funding plan. The investments made in the project include the cost of the software, the cost of the implementation partner and funding for internal resources plus contingency due to the large size and nature of the project. The financing proposal includes technology funds, General Fund fund balance use and bonds. Investing in an ERP system benefits all Ramsey County staff and the public as it makes paying invoices, approving contracts and many other everyday financial and human resources processes easier. The costs for 2025 through implementation in 2027 are as follows:

- \$6.5 million for Implementation Partner agreement
- \$2.5 million for first two years of the WorkDay Software agreement
- \$0.7 million for first two years of the Euna budgeting software & implementation agreement
- \$8.5 million for internal resources
- \$3.8 million in contingency
- **TOTAL: \$22 million**



The approval for all three contractor agreements is laid out in separate RBAs. In addition to the contractual agreements, a successful ERP project requires subject matter experts to help ensure that the needs of Ramsey County are met, and that policies and procedures are updated. An example that is happening currently is revising the county’s Chart of Accounts (a list of accounts an organization uses to record and categorize financial transactions in the organization’s general ledger). The Finance Department has multiple staff working to revise and streamline the county’s Chart of Accounts so that the new system is leveraged to support Finance and Human Resources work. In 2025 and 2026, many subject matter experts from across the county will be tapped to help with various phases of the ERP project and bring their expertise and some of their existing work will need to be replaced, resulting in the cost included for internal resources. Project leadership plans to invest in experts on change management, WorkDay software and business processes. Finally, every large technology project has unexpected costs and challenges. To plan for that, project leadership are including a contingency that will be returned to the original funding source if it is not used.

Finance, Human Resources and Information Services proposes the following financing:

- \$4 million in IT Project Funding
- \$6 million (up to) in General Fund fund balance.
- \$12 million (up to) in Technology Bonds in the 2026 CIP Budget
- **TOTAL: \$22 million**

The funding proposal includes IT Project funds with the Information Services Department as approved and allocated by the Technology Governance Committee (TGC). In addition, project leadership is requesting approval to use \$6 million in General Fund fund balance for this project. These funds will be placed in an existing project budget within Information Services for the ERP project. Finally, as part of the 2026-2027 Capital Improvement Project proposal, the County Manager will be including up to \$12 million in technology bonds to support the project. Since an ERP can support an entity for well over 10-20 years, bonding for the costs allows the county to pay for it over time as it is used.

**County Goals** (Check those advanced by Action)

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

This action by itself does not have a measurable racial equity impact. The ERP System supports all county work and therefore inherently supports our racial equity work. The county plans to issue bonds to finance this ERP capital improvement project as well as other approved projects, each of which provides programs and services to the community. The racial equity impact should be considered by the county departments during the development of the associated programs and services for each capital project.

**Community Participation Level and Impact**

This action does not have a direct impact on the residents of Ramsey County, however investing in an updated and modernized ERP system benefits all Ramsey County staff and the public as it makes paying invoices, approving contracts and many other everyday financial and human resources tasks and processes easier.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The three funding components in this request each has different impacts. The IT Project funds have been planned for by TGC and are part of the overall IT goals for the county. This aligns with the funding plan for all ITP projects approved by TGC. This request also includes approval for the use of up to \$6 million in General Fund fund balance. The County has sufficient unrestricted fund balance therefore this should not impact the county’s ability to meet the required reserves or maintain the AAA bond rating. Finally, the use of Technology

bonds to support the project aligns with the software useful life and allowed use of bond funds. This could add to the overall debt service of the county and will need to be considered in the proposed 2026-2027 operating and Capital Improvement Project (CIP) budgets.

<b>ERP Project Funding Summary</b>	
<b>Project Category</b>	<b>Cost</b>
<u>Collaborative Solutions Implementation Partner</u>	<u>\$6.5 million</u>
<u>WorkDay ERP Software</u>	<u>\$2.5 million</u>
<u>Euna Budgeting Software</u>	<u>\$0.7 million</u>
<u>Internal Resources</u>	<u>\$8.5 million</u>
<u>Contingency</u>	<u>\$3.8 million</u>
<b><u>TOTAL Project Category Costs:</u></b>	<b><u>\$22 million</u></b>
<b>Funding Sources</b>	<b>Amount</b>
<u>IT Project Fund</u>	<u>\$4.0 million</u>
<u>Use of General Fund</u>	<u>\$6.0 million</u>
<u>Technology Bonds in the 2026 CIP</u>	<u>\$12 million</u>
<b><u>TOTAL Funding Sources Amount:</u></b>	<b><u>\$22 million</u></b>

**Last Previous Action**

None.

**Attachments**

None.

---

Item Number: 2025-080

Meeting Date: 4/1/2025

---

Sponsor: Finance

### Title

Enterprise Resource Planning Bond Reimbursement Resolution

### Recommendation

1. Adopt a resolution establishing procedures relating to compliance with reimbursement bond regulations under the Internal Revenue Code.
2. Authorize the Chair and Chief Clerk to execute the resolution.

### Background and Rationale

The county is replacing the current Enterprise Resource Planning (ERP) system, PeopleSoft, with a new commercial off the shelf ERP system. The county implemented its current system in 1999, and the system contains significant customizations to support county processes. In 2023 and 2024, the county completed a needs assessment of the current system and processes to identify key opportunities for improvement in the new system. Key objectives of this project include:

- Move to a modern, cloud-based system with improved functionality compared to current systems.
- Leverage standard functionality and align processes with best practices, when possible, to minimize customizations.
- Become more efficient in operations and resident services.
- Develop integrations between the new ERP system and other county systems to facilitate efficient data transfers and processes.

This project will impact all departments across the county and is led by Finance, Human Resources and Information Services.

As part of this effort, a Request for Board Action is being considered by the county board to approve a funding plan. The funding proposal includes Information Technology Portfolio Project funds as allocated by the Technology Governance Committee (TGC), General Fund fund balance (pending approval by the Ramsey County Board) and 2026 bonding for the project. The bonds will be sold in early 2026. In order to maximize their use, Finance is requesting approval, through this action, to reimburse Ramsey County for eligible expenses with the bond funds.

The county plans to issue up to \$12 million in tax-exempt bonds to finance the replacement of its ERP system. According to Internal Revenue Service (IRS) regulations, the county may use bond proceeds to reimburse prior expenditures if the following conditions are met:

1. **Official Intent** : The county must declare its intention to use bond proceeds for reimbursement within 60 days of incurring the expenditure.
2. **Reimbursement Period** : The reimbursement must be completed within 18 months after the expenditure is made or the project is placed in service, whichever is later, but no later than three years after the expenditure.

- 3. **Qualified Expenditures** : The expenditures must qualify as capital expenditures, issuance costs, or certain extraordinary working capital expenses.
- 4. **Documentation** : The county must maintain detailed records of all expenditures and reimbursements.

These requirements ensure the proper use of tax-exempt bond proceeds in accordance with IRS guidelines.

**County Goals** (Check those advanced by Action)

- Well-being     
  Prosperity     
  Opportunity     
  Accountability

**Racial Equity Impact**

This action by itself does not have a measurable racial equity impact. The ERP System supports all county work and therefore inherently supports our racial equity work. The county plans to issue bonds to finance this ERP capital improvement project as well as other approved projects, each of which provides programs and services to the community. The racial equity impact should be considered by the county departments during the development of the associated programs and services for each capital project.

**Community Participation Level and Impact**

Ramsey County issues bonds to finance capital improvements identified in its annual capital improvement plan which is developed with public participation through the Capital Improvement Program Citizen’s Advisory Committee (CIPAC), an advisory committee comprised of 14 residents, appointed by the Ramsey County Board, to assure public participation in the decision-making process. CIPAC reviews, rates, and recommends capital improvement projects.

- Inform     
  Consult     
  Involve     
  Collaborate     
  Empower

**Fiscal Impact**

The county expects to incur certain expenditures that may be cash flowed temporarily from sources other than bonds. Approval of the reimbursement resolution allows the county to use proceeds from 2026 tax-exempt bonds to reimburse prior expenditures. Allocation of the 2026 bonds will occur during the 2026 budget process.

ERP Project Funding Summary	
Project Category	Cost
Collaborative Solutions Implementation Partner	\$6.5 million
WorkDay ERP Software	\$2.5 million
Euna Budgeting Software	\$0.7 million
Internal Resources	\$8.5 million
Contingency	\$3.8 million
<b>TOTAL Project Category Costs:</b>	<b>\$22 million</b>
Funding Sources	Amount
IT Project Fund	\$4.0 million
Use of General Fund	\$6.0 million
Technology Bonds in the 2026 CIP	\$12 million
<b>TOTAL Funding Sources Amount:</b>	<b>\$22 million</b>

**Last Previous Action**  
None.

**Attachments**

1. Resolution Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code.

Board of Commissioners of  
Ramsey County, Minnesota

RESOLUTION NO. \_\_\_\_\_

**Title:** Resolution Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code

**Background and Rationale:**

It is hereby found, determined and declared that the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and the County expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of tax-exempt bonds; and has determined to make this declaration of official intent (“Declaration”) to reimburse certain costs from proceeds of tax-exempt bonds in accordance with the Reimbursement Regulations.

**Recommendation:**

The Board of Commissioners of Ramsey County, Minnesota resolves as follows:

The County proposes to finance the replacement of the enterprise resource planning (ERP) system for the County, including without limitation acquisition of the necessary hardware, software and implementation of the system (the “Project”).

The County reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of tax-exempt bonds in a principal amount currently estimated not to exceed \$12,000,000. All reimbursed expenditures related to the Project will be capital expenditures, costs of issuance of the tax-exempt bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of \$100,000 or 5% of the proceeds of an issue; or (c) “preliminary expenditures” up to an amount not in excess of 20% of the aggregate issue price of the issue or issues that finance or are reasonably expected by the County to finance the project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

A reimbursement allocation with respect to tax-exempt bonds will be made not later than 18 months after the later of: (i) the date the original expenditure is paid; or (ii) the date the Project is placed in service or abandoned, but in no event more than 3 years after the original expenditure.

This Declaration is an expression of the reasonable expectations of the County based on the facts and circumstances known to the County as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the tax-exempt bonds described in paragraph 2 are consistent with the County’s budgetary and financial circumstances. No sources other than proceeds of tax-exempt bonds are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside pursuant to the County’s budget or financial policies to pay such expenditures for which bonds are issued.

The action is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

RAMSEY COUNTY, MINNESOTA

---

Chair of the Board of Commissioners

---

Chief Clerk

---

Assistant County Attorney

---

**Item Number:** 2025-117

**Meeting Date:** 4/1/2025

---

**Sponsor:** Information Services

**Title**

Agreement with Enterprise Resource Planning System Contractor

**Recommendation**

1. Approve selection of and the agreement with Workday, Inc. for their Enterprise Resource Planning software for the period of April 2, 2025, through April 1, 2033, with renewal options not to exceed a total agreement term of 15 years.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

**Background and Rationale**

The county is replacing the current Enterprise Resource Planning (ERP) system, PeopleSoft, with a new commercial off the shelf ERP system. The county implemented its current system in 1999, and the system contains significant customizations to support county processes. In 2023 and 2024, the county completed a needs assessment of the current system and processes to identify key opportunities for improvement in the new system. Key objectives of this project include:

- Move to a modern, cloud-based system with improved functionality compared to current systems.
- Leverage standard functionality and align processes with best practices, when possible, to minimize customizations.
- Become more efficient in operations and resident services.
- Develop integrations between the new ERP system and other county systems to facilitate efficient data transfers and processes.

This project will impact all departments across the county and is led by Finance, Human Resources and Information Services.

As part of this effort, a Request for Board Action (RBA) is being considered by the county board to approve a funding plan. The investments made in the project include the cost of the software, the cost of the implementation partner and funding for internal resources plus contingency due to the large size and nature of the project. The financing proposal includes technology project funds, General Fund fund balance use and bonds. Investing in an ERP system benefits all Ramsey County staff and the public as it makes paying invoices, approving contracts and many other everyday financial and human resources processes easier.

The cost of the ERP System contractor agreement for the initial 8-year term is \$8,940,441. The selected ERP system contractor will provide the Financial and Human Capital Management (HCM) services for the new ERP system including licenses, maintenance, support and required training for Ramsey County system administrators.



**County Goals** (Check those advanced by Action)

- Well-being     
  Prosperity     
  Opportunity     
  Accountability

**Racial Equity Impact**

This action by itself does not have a measurable racial equity impact. The ERP System supports all county work and therefore inherently supports Ramsey County’s racial equity work. The county plans to issue bonds to finance this ERP capital improvement project as well as other approved projects, each of which provides programs and services to the community. The racial equity impact should be considered by the county departments during the development of the associated programs and services for each capital project.

**Community Participation Level and Impact**

This action does not have a direct impact on the residents of Ramsey County, however investing in an updated and modernized ERP system benefits all Ramsey County staff and the public as it makes paying invoices, approving contracts and many other everyday financial and human resources tasks and processes easier.

- Inform     
  Consult     
  Involve     
  Collaborate     
  Empower

**Fiscal Impact**

The total eight-year cost of this agreement is \$8.9 million. The cost the first two years including training is \$2.5 million.

Funding for the first two years of this agreement (implementation phase) is included in the overall ERP Funding Request presented in a separate RBA before the Ramsey County Board, 2025-115: Enterprise Resource Planning Funding Plan and Request for Approval.

The annual cost aligns with current costs for the county PeopleSoft system. Once the system is implemented, years three through eight of the initial term of this agreement, will be included in the Information Services operating budget.

ERP Project Funding Summary	
Project Category	Cost
Collaborative Solutions Implementation Partner	\$6.5 million
WorkDay ERP Software	\$2.5 million
Euna Budgeting Software	\$0.7 million
Internal Resources	\$8.5 million
Contingency	\$3.8 million
<b>TOTAL Project Category Costs:</b>	<b>\$22 million</b>
Funding Sources	Amount
IT Project Fund	\$4.0 million
Use of General Fund	\$6.0 million
Technology Bonds in the 2026 CIP	\$12 million
<b>TOTAL Funding Sources Amount:</b>	<b>\$22 million</b>

**Last Previous Action**

None.

**Attachments**



1. MSA-489726-Ramsey County (part 1)

2. MSA-489726-Ramsey County (part 2)
3. MSA-489726-Ramsey County (part 3)
4. MSA-489726-Ramsey County (part 4)

**SIGNATURE DOCUMENT**

<b>Documents</b>	<b>Agreement Number</b>
Universal Main Subscription Agreement (v24.3)	MSA #: 00489726.0
Subscription Order Form	Order Form #: 00489394.0
Training Order Form	Order Form #: 00472281.0

By executing this document (“**Signature Document**”), the undersigned agree they are duly authorized signatories and all documents listed in the above table are entered into between the parties, effective as of the later of the dates beneath the parties’ signatures below (“**Effective Date**”). References to Signature Document and Effective Date in the Main Subscription Agreement mean those terms as defined in the preceding sentence.

<b>Ramsey County</b> 121 7th Place East, Suit 2300 Saint Paul, Minnesota 55101	<b>Workday, Inc.</b> 6110 Stoneridge Mall Road, Pleasanton, CA 94588
 <small>Chetan Ganatra (Mar 25, 2025 08:52 CDT)</small>	 <small>Marina Chinn (Mar 24, 2025 20:15 PDT)</small>
Signature Chetan Ganatra	Signature Marina Chinn
Name CIO	Name VP, Sales and Marketing Finance
Title Mar 25, 2025	Title Mar 24, 2025
Date Signed	Date Signed

**Note:** Before reviewing the MSA terms, please review our FAQ at this link:  
<https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>

Approved as to Legal Form by:

  
Rick Oleka (Mar 24, 2025 12:41 EDT)



## **UNIVERSAL MAIN SUBSCRIPTION AGREEMENT**

This Universal Main Subscription Agreement (“**MSA**”) is between the **Workday** entity identified on the Signature Document or Order Form (“**Workday**”) and the legal entity signing the Signature Document or Order Form referencing the Agreement (“**Customer**”). The parties agree as follows:

**1. Provision of Service.** Workday shall make the Service available to Customer for use by Customer, its Affiliates and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement.

**1.1 Invoices & Payment.** All fees will be electronically invoiced to the Customer identified on the Order Form. All fees will be due and payable within 35 days of the invoice date, except fees subject to a reasonable and good faith dispute. Workday shall email invoices to Customer within 2 business days of the date of the invoice. Customer shall provide Workday with complete and accurate billing contact information including a valid email address. Upon Workday’s request, Customer shall make payments via electronic bank transfer. Except for a termination or refund in accordance with Section 7 (Indemnification) or Section 9.1 (Termination), all Order Forms are non-cancellable and all payments are non-refundable. Customer may not withhold, reduce, or set-off fees owed under this Agreement.

**1.2 Suspension for Non-Payment.** Except for fees subject to a reasonable and good faith dispute, if a payment is more than 90 days past due and Workday has provided at least 30 days’ written notice to Customer, Workday may suspend the Service, without liability to Customer, until such amounts are paid in full.

**1.3 Taxes.** Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively “**Taxes**”). Customer shall pay all Taxes imposed on the Service or any other services provided under this Agreement. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer’s address listed in the Signature Document or Order Form for this Agreement which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority to [accounts.receivable@workday.com](mailto:accounts.receivable@workday.com).

**2. Customer Obligations.** Customer shall have sole responsibility for (a) obtaining and verifying it has all authorizations, consents, and rights necessary to use the Service; (b) the accuracy, quality, and legality of all Customer Content, and shall take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Workday promptly of any unauthorized access or use; (c) any Non-Workday Content it installs, uses, or enables; and (d) ensuring compliance with the Agreement and the AUP by its Affiliates and Authorized Parties, and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer. Customer shall not: (1) use the Service in violation of Laws or the Documentation; (2) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (3) knowingly send or store Malicious Code in connection with the Service; (4) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (5) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. During the applicable subscription Term, Workday reserves the right to suspend Customer’s access to an applicable Service in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or if Workday or its Subprocessors in good faith reasonably determines that Customer has violated the AUP; however, Workday will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to such suspension. Workday will use commercially reasonable efforts to minimize the length and scope of suspension in light of the circumstances.

**3. Proprietary Rights.**

(a) Customer Ownership. As between Workday and Customer, Customer owns all right, title and interest to its Customer Content. Workday shall have the right to only use Customer Content to provide the Service (including Improvements), subject to this Agreement.

(b) Workday Ownership. As between Customer, Workday, and Workday’s licensors, Workday or its licensors own all right, title and interest to the Service (including any third-party content Workday makes available through the Service) and Documentation, including all related Intellectual Property Rights.

(c) Customer Input. Customer hereby grants Workday a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Customer Input. Workday will have no obligation to make Customer Input an Improvement. Customer will have no obligation to provide Customer Input.

**3.1 Restrictions.** Customer shall not (a) modify, copy, or create derivative works based on the Service or Documentation; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party other than to Authorized Parties as permitted herein; (c) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (d) access the Service or Documentation in order to build any commercially available product or service; or (e) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding item (e), the Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

**4. Confidentiality.** Each party (the “**Recipient**”) shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party (the “**Discloser**”) except as reasonably necessary to perform the Recipient’s obligations or to exercise the Recipient’s rights under this Agreement or with the Discloser’s prior written permission. For purposes of clarification, this Section 4 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future subscription services. Either party may disclose Confidential Information on a need to know basis to its Affiliates, advisors, contractors and service providers, including third party submission tools or online portal providers required by the Recipient for internal business purposes (“**Representatives**”), who are bound by confidentiality obligations at least as restrictive as those in this section. The Recipient shall be responsible for any acts or omission of its Representatives with respect to protection of the Discloser’s Confidential Information. The parties agree that the Recipient’s or its Representatives’ online portal terms conflicting with the terms of this Section 4 (a) shall not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient’s or its Representative’s online portal, (b) this Section 4 applies to all such Confidential Information disclosed to the Recipient through such online portals; and (c) are superseded by this Agreement with respect to confidentiality obligations. To the extent required by Law, the Recipient’s disclosure of the Discloser’s Confidential Information will not be considered a breach of this Agreement if the Recipient promptly provides Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser’s cost, if the Discloser wishes to contest the disclosure. The Discloser may seek injunctive relief to enjoin any breach or threatened breach of this section, it being acknowledged by the parties that other remedies may be inadequate.

## **5. Protection and Security of Customer Content and Privacy.**

**5.1 Security Program.** Workday maintains a security program that conforms to the Workday Security Exhibit.

**5.2 Third-Party Certifications and Audits.** Workday maintains Audit Reports as set forth in the applicable Product Terms. Through Workday’s customer self-service systems or upon Customer’s written request, Workday shall make available to Customer Workday’s then-current Audit Reports for the applicable Service application to enable Customer to verify Workday’s compliance with its obligations under this Agreement. Audit Reports constitute Workday’s Confidential Information and are subject to the confidentiality terms in this Agreement or separate confidentiality agreement terms (as applicable). During the Term, Workday will maintain privacy and compliance standards for each Service in accordance with the relevant Product Terms, including, but not limited to, SOC2 (System and Organizational Controls), where applicable, or its industry standard equivalent successor report relating to the applicable Product Line.

**5.3 Privacy.** Personal Data will only be processed in accordance with the Data Processing Exhibit.

**5.4 Unauthorized Disclosure.** If either party becomes aware of a Security Breach, that party must promptly notify the other party, unless legally prohibited from doing so, within 48 hours or any shorter period required by Law except that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party shall reasonably assist the other party in mitigating any potential



damage. As soon as reasonably practicable after any Security Breach, Workday shall conduct a root cause analysis and, upon request, shall share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party shall provide the other party with reasonable notice of and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

**6. Warranties.** Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws. Workday warrants that during the applicable subscription Order Form term: (a) the overall Service (1) will not be materially decreased; and (2) will perform materially in accordance with the feature descriptions in the Documentation; and (b) to the best of Workday's knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code (collectively, the "**Service Warranty**"). Customer shall use commercially reasonable efforts to notify Workday in writing no later than 30 days after identifying a deficiency, but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (2) must be made through Workday's then-current error reporting system; notices of breaches of any other warranty must be made in writing to Workday in accordance with the notice provisions of this MSA. The Customer's exclusive remedy and Workday's sole liability for breach of the Service Warranty are those described in Section 9.1 for the affected Service.

**6.1 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CUSTOMER.

## **7. Indemnification.**

**7.1 Workday Indemnity.** Workday shall defend Customer, at Workday's expense, against any third-party Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and shall indemnify and hold Customer harmless against any Losses arising from such third-party Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with the Documentation or in violation of this Agreement; or (c) use of the Service in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Service or if Workday reasonably believes it will be enjoined, Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate the applicable Service and Workday's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination.

**7.2 Customer Indemnity.** Customer shall defend Workday, at Customer's expense, from any third-party Claim against Workday arising from: (a) Customer Content; (b) data submitted by Customer, its Affiliates or its Authorized Parties pursuant to its use of the Service as contemplated under this Agreement, infringes or misappropriates such third-party's Intellectual Property Rights; or (c) violations by Customer, its Affiliates or Authorized Parties of the AUP, and Customer shall indemnify and hold Workday harmless against any Losses relating to such third party Claim.

**7.3 Conditions.** The indemnitor's obligations in Sections 7.1 and 7.2 are conditioned on the indemnitee: (a) promptly giving written notice of the third party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this section except to the extent that the indemnitor is prejudiced by such delay); (b) giving the indemnitor sole control of the defense and settlement of the third party Claim (although indemnitor may not settle any third party Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance. Sections 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these sections.

## **8. Limitation of Liability.**



**8.1. LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO (A) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (B) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (C) CUSTOMER'S PAYMENT OBLIGATIONS AND (D) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 8.3, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("**GENERAL CAP**"), EXCEPT THAT FOR BREACH OF EITHER PARTY'S CONFIDENTIALITY, SECURITY, OR PRIVACY OBLIGATIONS, THE BREACHING PARTY'S TOTAL AGGREGATE LIABILITY WILL BE INCREASED TO FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE IMMEDIATELY PRECEDING 24-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("**ENHANCED CAP**").

**8.2 EXCLUSION OF DAMAGES.** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND THE DIRECT DAMAGES IDENTIFIED IN SECTION 8.4, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

**8.3 Workday Remediation Obligations.** If unauthorized disclosure of or access to Personal Data is caused by Workday's breach of its security, privacy, or data protection obligations under this Agreement, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach; (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Personal Data have been disclosed or accessed ("**Affected Individuals**"); (c) providing a credit monitoring service to Affected Individuals who elect to receive it for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access, and (d) operating a call center to respond to questions from Affected Individuals for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access. Notwithstanding the foregoing, or anything in the Agreement to the contrary, Workday will have no responsibility to pay costs of remediation to the extent they are due to gross negligence, willful misconduct or fraud by Customer or its employees, agents or contractors or Authorized Parties.

**8.4. Direct Damages.** Subject to Section 8.1, and notwithstanding Section 8.2, if either party breaches its obligations under this Agreement, the following will be considered direct damages: (a) amounts paid to affected third parties as damages or settlements in response to Claims arising from the breach; (b) amounts paid for fines and penalties imposed by any governmental authority arising from the breach; and (c) reasonable legal fees to defend against third-party Claims arising from the breach.

**9. Term.** The term of the Agreement commences on and continues from the Effective Date (as defined in the Signature Document) until all Order Forms have expired or otherwise been terminated, unless extended pursuant to the written agreement of the parties ("**Term**"). Subscriptions to the Service commence on the date and are for the period set forth in the applicable Order Form.

**9.1 Termination.** Either party may terminate the Agreement: (a) upon 30 days' prior written notice to the other party for a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (b) to the extent permitted by Law, immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For clarity, (1) Customer shall have the right to terminate the affected Service for a breach of Service Warranty pursuant to Section 9.1(a) above; and (2) a breach or termination of any PSA or SOW will not be considered a material breach or termination of this Agreement. If the Agreement is terminated, all Order Forms are simultaneously terminated and Customer shall, as of the date of any termination, immediately cease accessing and otherwise utilizing the Service (except as permitted under Sections 9.2 and 9.3) and Workday Confidential Information. Upon termination by Customer pursuant to this section, Workday shall refund Customer

any prepaid Subscription Fees for the affected Service that was to be provided after the effective date of termination. Termination for any reason will not relieve Customer of the obligation to pay any Subscription Fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than for uncured material breach by Workday or as otherwise stated in this Agreement will not relieve Customer of the obligation to pay all future amounts due under all Order Forms.

**9.2 Retrieval of Customer Content.** Upon Customer's written request made on or prior to expiration or termination of the Agreement (including any Transition Period), Workday shall give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content ("**Retrieval Period**"). After such Retrieval Period and subject to Workday's legal obligations, Workday has no obligation to maintain or provide any Customer Content and shall, unless legally prohibited, delete Customer Content by deleting Customer's applicable Instance; provided, however, that Workday will not be required to remove copies of the Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday shall continue to protect the Customer Content in accordance with the Agreement. Customer Content will be made available for retrieval through extraction in a machine readable format as described in the Documentation.

**9.3 Transition Period Before Final Termination.** If this Agreement is terminated and Customer submits a written request to Workday prior to any such termination for a one-time transition period, Workday shall continue to provide the Service for up to 3 months after the effective date of such termination (the "**Transition Period**"). Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus an additional 5%. If Customer requests transition assistance during the Transition Period, Workday shall provide consulting cooperation and assistance regarding the Service as set forth in a statement of work, governed by a professional services agreement, at Workday's then-current rates for consulting services unless a different rate is mutually agreed upon by the parties. Notwithstanding the foregoing, if Workday is enjoined from performing, or termination of the Agreement was due to Customer's breach, Workday has no obligation to perform under this section unless it receives (a) payment of all fees not subject to reasonable and good faith dispute, (b) prepayment of fees for further services, and (c) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

**9.4 Surviving Provisions.** Sections 1.1, 3, 4, 5 (for so long as Workday retains Customer Content), 6.1, 7, 8, 9.2, 9.3, 9.4, 10 (except 10.2 and 10.10), and 11 will survive any termination or expiration of this Agreement.

## **10. General Provisions.**

**10.1 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to the Agreement.

**10.2 Insurance.** Workday shall maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII at the time of policy inception. Upon Customer's written request, Workday shall provide a certificate of insurance evidencing the following coverages: (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer, except for those monopolistic states that do not allow it; (b) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall include Customer under a blanket additional insured endorsement with respect to the provision of services provided under this Agreement; and (c) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate. Limits for Employers Liability and Commercial General Liability may be achieved through a combination of primary and excess liability/umbrella policies to reach the level of coverage shown above. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered to Workday in accordance with policy provisions.

**10.3 Notices.** Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be deemed to have been given upon: (a) personal delivery; and (b) the third business day after first class mailing. Notices to Workday must be sent to the address shown in the Signature Document addressed to the attention of



its Legal Department with a copy sent by email to [legal@workday.com](mailto:legal@workday.com). Notices to Customer must be sent to the address shown in the Signature Document addressed to Customer's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

**10.4 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right or any other right. Other than as expressly stated, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**10.5 Force Majeure.** Neither party will be liable for any failure or delay in performance under this Agreement caused by unforeseeable events beyond that party's control and where the failure or delay is through no fault of the affected party and could not have been reasonably avoided ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within 15 days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

**10.6 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent must not be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) upon written notice without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee: (a) is an entity registered in a territory in which Workday is approved to provide the Service; and (b) agrees to be bound in writing by all of the terms of this Agreement and all past due Subscription Fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10.7 Governing Law.** This Agreement, and all Claims relating to or arising from this Agreement, are governed exclusively by laws of the State of New York, without regard to its conflicts of laws rules.

**10.8 Export.** Each party shall comply with the applicable export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

**10.9 Anti-Corruption.** Each party shall comply with all applicable anti-corruption Laws, in relation to this Agreement. Each party agrees that it will not offer to pay or give anything of value to anyone, including foreign governmental officials or related persons or entities on either party's behalf to corruptly: (a) influence any official act or decision; (b) secure any improper advantage; (c) obtain or retain business, or direct business to any person or entity; or (d) for the purpose of inducing or rewarding any favorable action in any matter related to the subject of this Agreement or the business of either party. Each party further agrees to keep accurate books and records in relation to this Agreement. Each party further agrees to cooperate with the other party in any anti-corruption due diligence process and/or investigation in relation to this Agreement.

**10.10 Federal Government End Use Provisions (if applicable).** Workday provides the pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a "need for" rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract.

**10.11 Local Law Requirements: Canada.** With respect to Customers domiciled in Canada, the following provisions shall apply:

(a) Choice of Language. The parties accept that the terms of this Agreement be drafted in English. Les parties acceptent que les conditions des présentes soient rédigées en anglais.

(b) “Gross Negligence” means any act or failure to act in breach of a duty of care that was intended to cause harm, which rises to the level of intentional wrongdoing, or was reckless in regard of or wanton indifference to the harmful and foreseeable consequences of such act or failure to act but does not include an act or failure to act that constituted merely a lack of due care (or a contractual breach alone).

**10.12 Workday SLA Service Credits.** If, in any rolling six-month period, Workday fails to meet the monthly commitments for Service Availability or Service Response (as applicable) described in the applicable Product Terms SLA (a “**Failure**”), Customer may request the following remedies no later than 30 days after the applicable Failure occurs: (a) a meeting to discuss possible corrective actions for the first Failure; (b) a 10% Service Credit for a second Failure; (c) a 20% Service Credit for a third Failure; and (d) a 30% Service Credit for a fourth Failure. In this Agreement, “Service Credit” means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Workday shall deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Customer. The remedies in this section are the Customer’s exclusive remedies for any Failure.

**10.13 Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form will take precedence over provisions of this MSA and over any other exhibit or attachment but only as such provisions relate to the SKUs purchased under such Order Form. Customer acknowledges that it has had the opportunity to review all exhibits and attachments hereto. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. Purchase orders are for administrative convenience only and Workday may issue an invoice and collect payment without a corresponding purchase order. Customer’s failure or delay to issue a purchase order shall not extend the payment due date. If a purchase order is required, it must be sent by email to [accounts.receivable@workday.com](mailto:accounts.receivable@workday.com) 10 business days prior to the date the invoice is issued in order to be included on the related invoice. This Agreement may be executed in counterparts and/or by electronic signatures.

## 11. Definitions.

The following definitions shall apply to this Agreement.

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Agreement**” means this Main Subscription Agreement, including the SLA, Security Exhibit, Data Processing Exhibit, Business Associate Exhibit, and any other exhibits, addenda, or attachments hereto, and any fully executed Order Form.

“**Audit Reports**” means the most recently completed security audit reports prepared by Workday’s independent third party auditor and other security relevant assessment reports for the applicable Service as identified in the Product Terms, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the applicable Audit Report during the Term.

“**AUP**” means the acceptable use policy for the applicable Service located at <https://community.workday.com/aup>, which also incorporates by reference acceptable use policies of applicable Workday Subprocessors.

“**Authorized Parties**” means Customer’s or an Affiliate’s Workers and third party providers who are authorized by Customer (a) in writing, (b) through the Service’s security designation, or (c) by system integration or other data exchange process to access Customer’s Instance or receive Customer Content.

“**Claim**” means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.

“**Confidential Information**” means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Content; (c) each party’s business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, that is designated by the disclosing party as “confidential” or “proprietary” or the receiving party knows or should reasonably know is confidential or proprietary; and, to the extent permitted under Law (including but not limited to the Minnesota Government Data Practices Act) (d) the terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient’s breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to Recipient prior to disclosure by Discloser; (3) was independently developed by Recipient; or (4) is received by Recipient from a third party. Customer Content will not be subject to the exclusions set forth in this definition.

“**Customer Content**” means electronic data or information submitted to the Service by Customer or Authorized Parties.

“**Customer Input**” means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its users and/or Authorized Parties relating to the operation or functionality of the Service.

“**Data Processing Exhibit**” or “**DPE**” means the Universal Data Processing Exhibit located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>, which may be updated by Workday from time to time to comply with applicable Data Protection Laws applicable to Workday as a Data Processor. No update will materially decrease Workday’s Data Processor obligations under the DPE.

“**Documentation**” means the then-current version of the Workday electronic Administrator Guide for the applicable Service application, which may be updated by Workday from time to time.

“**Enhanced Features**” shall have the same meaning as set forth in the applicable Product Terms.

“**Improvements**” means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features), error corrections, bug fixes, prevention of or addressing service or technical problems, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

“**Instance**” means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

“**Intellectual Property Rights**” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

“**Law**” means any local, state, national and/or foreign law, treaties, and/or regulations applicable to the respective party.

“**Loss**” means reasonable attorneys’ fees and any damages or costs finally awarded or entered into in settlement of a Claim.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

“**Non-Workday Content**” means a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party and interoperates with a Workday Service application.

“**Order Form**” means the fully executed ordering document under which Customer subscribes to Service application(s) or other services. Order Forms do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.



“**Personal Data**” has the definition set forth in the DPE.

“**Product Terms**” means the product terms for a specific Service application as identified via URL in or attached to the subscription Order Form, which may be updated by Workday from time to time; provided that no update will materially decrease the applicable security and privacy commitments and any such changes will not become effective until 30 days after notice to Customer.

“**Production**” means the Customer’s use of or Workday’s written verification of the availability of the Service (a) to administer its users (as identified in the applicable subscription Order Form); (b) to generate data for Customer’s books/records; or (c) in any decision support capacity. Production does not include sandbox, preview, or implementation Instance.

“**Security Breach**” means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Content; provided that an incidental disclosure of Customer Content to an Authorized Party or Workday, or incidental access to Customer Content by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a “Security Breach” for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law; (b) any Personal Data Breach as defined in the DPE; and (c) any security breach (or substantially similar term) as defined by Law affecting Customer Content.

“**Security Exhibit**” means the Universal Security Exhibit located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the Security Exhibit during the Term.

“**Service**” means the applicable Workday software-as-a-service application and Improvements (as described in the Documentation and Product Terms) as subscribed to under an Order Form. For purposes of clarification, Service excludes professional services, support services, training services, and Non-Workday Content.

“**Signature Document**” means the document signed by the parties which lists all the terms and conditions forming part of this Agreement to which the parties agree to be bound.

“**SLA**” means the Production support and service level availability policy for the Service application(s) identified in the applicable Product Terms, which may be updated by Workday from time to time. No update will materially decrease Workday’s responsibilities under the SLA.

“**Subscription Fees**” means all amounts invoiced and payable by Customer for the applicable Service under an Order Form.



## **US Public Sector Addendum**

This US public sector addendum (“**Public Sector Addendum**” or “**Addendum**”) is incorporated into and forms part of the Universal Workday Main Subscription Agreement, which is available at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html> or as executed by Workday and Customer (“**MSA**” or “**Agreement**”).

This Public Sector Addendum applies to United States government customers, including but not limited to entities of the United States Federal Government (each, a “Federal Customer”), as well as state entities, local entities, or public education entities created by the Laws (including constitution or statute) of the applicable state (each, a “SLED Customer”). Workday also reserves the right, at its sole discretion, to offer this Public Sector Addendum to US-based (i) private higher education entities, (ii) quasi-public entities (not otherwise qualified as a Federal Customer or a SLED Customer), such as federally funded research and development centers, and/or (iii) public healthcare entities (not otherwise qualified as a Federal Customer or a SLED Customer), provided that in order for this Public Sector Addendum to apply to such entities, it must be explicitly referenced and incorporated into the signed Order Form as between Workday and such entity. As applicable, an entity qualified under (i), (ii), or (iii) above shall be referred to herein as an “Approved Customer”; an Approved Customer is specifically not included in the definition of “Federal Customer” or “SLED Customer” and any sections in this Addendum indicating it applies only to a Federal Customer or a SLED Customer shall not extend to an Approved Customer.

Unless otherwise defined herein, all other capitalized terms used in this Public Sector Addendum have the same meaning as set forth in the MSA. Customer and Workday agree that in the event of a conflict between this Addendum or the MSA, the Public Sector Addendum will take precedence over provisions of the MSA.

**1. Taxes.** The following sentence is hereby added at the beginning of the “Taxes” section in the MSA (currently, Section 1.3): *“This section applies only if Customer has not provided Workday with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.”*

**2. FOIA/Public Disclosure Laws.** Workday acknowledges that Customer may be compelled to disclose certain Workday Confidential Information pursuant to the Federal Freedom of Information Act and/or any state equivalents or other applicable public disclosure Laws. A disclosure by the Customer of Workday’s Confidential Information to the extent required by Law shall not be considered a breach of the Agreement, provided the Customer promptly provides Workday with prior notice of such compelled disclosure (to the extent legally permitted), follows the process set forth in any applicable public records law(s), and provides reasonable assistance, at Workday’s cost, if Workday wishes to contest the disclosure. Subject to the foregoing, in the event of any request by a government agency or law enforcement authority for access to Customer Content, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Content and to inform Customer of such demand.

### **3. FERPA and Minnesota Government Data Practices Act**

- a. FERPA.** To the extent required for a public education SLED Customer or an Approved Customer, the parties agree to the following addition to the MSA: *“To the extent Customer is an educational institution subject to the Family Educational Rights and Privacy Act (“FERPA”) and determines that Workday is a School Official for purposes of 34 CFR §99.31(a)(1)(i)(B), Workday will comply with its obligations thereunder by complying with the terms of this Agreement and the DPE.”*
- b. Minnesota Government Data Practices Act.** The requirements of Minn. Stat. 13.05 Subd.11 apply to this Agreement. Notwithstanding anything to the contrary herein and only to the extent required by Law, Workday shall comply with the applicable portions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (“MGDPA”). For the avoidance of doubt, and only to the extent that this section is not otherwise inconsistent with Law, the parties agree that Customer will: (i) directly respond to requests for access (as well as providing access itself if Customer has control of such access rights) to the Customer Content covered by the MDGPA (as set forth in Minn. Stat. 13.03 and 13.04); (ii) be responsible for the classification of the Customer Content covered by the MGDPA as



contemplated therein; and (iii) provide any required notices required by the MGDPA with respect to Customer Content (including but not limited to the notice required in Minn. Stat. 13.055). Workday agrees to fully cooperate and assist the Customer in fulfilling these obligations.

**4. Business Associate Exhibit.** If a Customer concludes that the Service will include access to Customer Content that is protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and Customer is a Covered Entity as defined under HIPAA, the parties agree to attach Workday’s Business Associate Exhibit to the Agreement, which shall apply to Workday’s receipt, maintenance or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit.

**5. Section 7.2 Customer Indemnity in the MSA is replaced with the following:**

**Customer Obligations.** Unless Customer is prohibited by Law from indemnifying its vendors, Customer shall defend Workday, at Customer’s expense, from any third-party claim against Workday alleging that (1) Customer Content, or (2) data submitted by Customer, its Affiliates or its Authorized Parties used by Workday to provide the Service infringes or misappropriates such third-party’s Intellectual Property Rights and Customer shall be directly and solely responsible for any Losses related to such Claim. If Customer is prohibited by Law from indemnifying its vendors, any indemnification clause found in an Order Form’s application-specific additional terms or click-through terms referenced in the Order Form shall be read only as an acknowledgement that Customer is responsible for materials and data it provides to Workday and for the behavior of its Authorized Parties.

**6. FOR A FEDERAL OR SLED CUSTOMER ONLY: Termination for Non-Appropriation.** To the extent required by Law, the following provision is hereby added to the end of the “Termination” section of the MSA (currently Section 9.1):

**Termination for Non-Appropriation.** Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement. Customer intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. Customer will seek to obtain funding for each fiscal year of an Order Form. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer’s obligations under the Agreement; (b) Customer agrees to use all reasonable means to secure appropriations; and (c) Customer agrees it will not use non-appropriations as a means of terminating the Agreement in order to acquire functionally equivalent products or services from a third party. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Customer may terminate the impacted portion of an Order Form, in whole or in part. In accordance with the foregoing, Customer will give Workday written notice thirty (30) days prior to the effective date of any such termination. All obligations of Customer to make payments after the termination date will cease and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Customer will pay for (i) the entire time period the Service was made available to Customer prior to Workday’s receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which Customer has received services. Customer shall not execute any Order Form unless funds have been appropriated for at least the first year’s subscription fee. Upon termination, Customer will remit all amounts due, and all costs reasonably incurred up to the date of termination. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms throughout the term of the Agreement.

**7. Background Check.** Unless prohibited by law, Workday agrees to conduct (or has previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Content. Such background check shall be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under the Agreement on behalf of Workday to be assigned to have access to Customer Content whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

**8. Code of Conduct.** Workday has a published code of conduct available at <https://www.workday.com/en-us/company/about-workday/ethics-compliance.html> with rules for ethical



business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct, including but not limited to periodic training of employees about the code.

**9. Assignment.** In no event shall Customer have the right to assign the Agreement to a direct Competitor of Workday. In the event of an M&A assignment, the non-assigning party shall be entitled to request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information shall be a material breach of the Agreement, which, if left uncured, shall entitle Customer to terminate this Agreement in accordance with Section 9.1 (Termination) of the MSA.

**10. Federal Government End Use.** Workday's offering constitutes 'commercial items' as defined under FAR 2.101. Workday's contracting documents are in conformance with Workday's commercial item offerings and tailoring of acquisition terms is pursuant to FAR 12.302(b). If you are a FAR governed Federal Customer, Workday agrees that the resulting contract will include the mandatory FAR commercial flow downs for a subcontractor under FAR 52.244-6. Additionally, the parties agree that the purpose of the Agreement is to provide a sophisticated integrated system solution, principally for the provision of a product, not a service and as such, neither the Service Contract Act nor its related statutes or regulations apply to Workday's performance hereunder.

**11. Use by Other Entities.** The parties agree that other public entities, including state agencies, local governments, courts, and public institutions of higher education may utilize the terms of the Agreement to purchase the Service from Workday for agreements commencing no later than 5 years after the Effective Date of the Agreement. Workday may extend the availability of the Agreement for such use in its sole and reasonable discretion. The parties understand that pricing is specific to Pricing Metrics and the choice of Workday Service components and other entities will not necessarily pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize the Agreement will have a copy of the Agreement executed in its own name and any Order Forms will be in such entity's name. The parties agree that Workday can disclose the Agreement, all exhibits, and any applicable Order Forms to an entity seeking to make use of this Section.

**12. Publicity.** Except as set forth in this section, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

**13. FOR A FEDERAL OR SLED CUSTOMER ONLY: Governing Law.** The parties agree that notwithstanding the "Governing Law" section of the MSA (currently Section 10.7), the following shall apply:

a. For a Federal Customer only: this Addendum and the Agreement and any disputes arising out of or related thereto shall be governed by U.S. Federal Law. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by Federal Law is deleted and superseded by the forum or venue required by Law. If Workday believes a Federal Customer is in breach of the Agreement, Workday shall pursue its rights under the Contract Disputes Act or other applicable Law while continuing performance as set forth in Federal Acquisition Regulation 52.233-1 (Disputes).

b. For a SLED Customer only: this Addendum and the Agreement and any disputes arising out of or related thereto shall be governed by the Laws of the state pursuant to which Customer is created, or else the state in which Customer's primary headquarters or main office is geographically located. With respect to all disputes arising out of or related to this Addendum and the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.

## **US Public Sector Addendum**

This US public sector addendum (“**Public Sector Addendum**” or “**Addendum**”) is incorporated into and forms part of the Universal Workday Main Subscription Agreement, which is available at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html> or as executed by Workday and Customer (“**MSA**” or “**Agreement**”).

This Public Sector Addendum applies to United States government customers, including but not limited to entities of the United States Federal Government (each, a “Federal Customer”), as well as state entities, local entities, or public education entities created by the Laws (including constitution or statute) of the applicable state (each, a “SLED Customer”). Workday also reserves the right, at its sole discretion, to offer this Public Sector Addendum to US-based (i) private higher education entities, (ii) quasi-public entities (not otherwise qualified as a Federal Customer or a SLED Customer), such as federally funded research and development centers, and/or (iii) public healthcare entities (not otherwise qualified as a Federal Customer or a SLED Customer), provided that in order for this Public Sector Addendum to apply to such entities, it must be explicitly referenced and incorporated into the signed Order Form as between Workday and such entity. As applicable, an entity qualified under (i), (ii), or (iii) above shall be referred to herein as an “Approved Customer”; an Approved Customer is specifically not included in the definition of “Federal Customer” or “SLED Customer” and any sections in this Addendum indicating it applies only to a Federal Customer or a SLED Customer shall not extend to an Approved Customer.

Unless otherwise defined herein, all other capitalized terms used in this Public Sector Addendum have the same meaning as set forth in the MSA. Customer and Workday agree that in the event of a conflict between this Addendum or the MSA, the Public Sector Addendum will take precedence over provisions of the MSA.

**1. Taxes.** The following sentence is hereby added at the beginning of the “Taxes” section in the MSA (currently, Section 1.3): “*This section applies only if Customer has not provided Workday with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.*”

**2. FOIA/Public Disclosure Laws.** Workday acknowledges that Customer may be compelled to disclose certain Workday Confidential Information pursuant to the Federal Freedom of Information Act and/or any state equivalents or other applicable public disclosure Laws. A disclosure by the Customer of Workday’s Confidential Information to the extent required by Law shall not be considered a breach of the Agreement, provided the Customer promptly provides Workday with prior notice of such compelled disclosure (to the extent legally permitted), follows the process set forth in any applicable public records law(s), and provides reasonable assistance, at Workday’s cost, if Workday wishes to contest the disclosure. Subject to the foregoing, in the event of any request by a government agency or law enforcement authority for access to Customer Content, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Content and to inform Customer of such demand.

### **3. FERPA and Minnesota Government Data Practices Act**

**a. FERPA.** To the extent required for a public education SLED Customer or an Approved Customer, the parties agree to the following addition to the MSA: “*To the extent Customer is an educational institution subject to the Family Educational Rights and Privacy Act (“FERPA”) and determines that Workday is a School Official for purposes of 34 CFR §99.31(a)(1)(i)(B), Workday will comply with its obligations thereunder by complying with the terms of this Agreement and the DPE.*”

**b. Minnesota Government Data Practices Act.** The requirements of Minn. Stat. 13.05 Subd.11 apply to this Agreement. Notwithstanding anything to the contrary herein and only to the extent required by Law, Workday shall comply with the applicable portions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (“MGDPA”). For the avoidance of doubt, and only to the extent that this section is not otherwise inconsistent with Law, the parties agree that Customer will: (i) directly respond to requests for access (as well as providing access itself if Customer has control of such access rights) to the Customer Content covered by the MGDPA (as set forth in Minn. Stat. 13.03 and 13.04); (ii) be responsible for the classification of the Customer Content covered by the MGDPA as





contemplated therein; and (iii) provide any required notices required by the MGDPA with respect to Customer Content (including but not limited to the notice required in Minn. Stat. 13.055). Workday agrees to fully cooperate and assist the Customer in fulfilling these obligations.

**4. Business Associate Exhibit.** If a Customer concludes that the Service will include access to Customer Content that is protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and Customer is a Covered Entity as defined under HIPAA, the parties agree to attach Workday’s Business Associate Exhibit to the Agreement, which shall apply to Workday’s receipt, maintenance or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit.

**5. Section 7.2 Customer Indemnity in the MSA is replaced with the following:**

**Customer Obligations.** Unless Customer is prohibited by Law from indemnifying its vendors, Customer shall defend Workday, at Customer’s expense, from any third-party claim against Workday alleging that (1) Customer Content, or (2) data submitted by Customer, its Affiliates or its Authorized Parties used by Workday to provide the Service infringes or misappropriates such third-party’s Intellectual Property Rights and Customer shall be directly and solely responsible for any Losses related to such Claim. If Customer is prohibited by Law from indemnifying its vendors, any indemnification clause found in an Order Form’s application-specific additional terms or click-through terms referenced in the Order Form shall be read only as an acknowledgement that Customer is responsible for materials and data it provides to Workday and for the behavior of its Authorized Parties.

**6. FOR A FEDERAL OR SLED CUSTOMER ONLY: Termination for Non-Appropriation.** To the extent required by Law, the following provision is hereby added to the end of the “Termination” section of the MSA (currently Section 9.1):

**Termination for Non-Appropriation.** Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement. Customer intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. Customer will seek to obtain funding for each fiscal year of an Order Form. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer’s obligations under the Agreement; (b) Customer agrees to use all reasonable means to secure appropriations; and (c) Customer agrees it will not use non-appropriations as a means of terminating the Agreement in order to acquire functionally equivalent products or services from a third party. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Customer may terminate the impacted portion of an Order Form, in whole or in part. In accordance with the foregoing, Customer will give Workday written notice thirty (30) days prior to the effective date of any such termination. All obligations of Customer to make payments after the termination date will cease and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Customer will pay for (i) the entire time period the Service was made available to Customer prior to Workday’s receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which Customer has received services. Customer shall not execute any Order Form unless funds have been appropriated for at least the first year’s subscription fee. Upon termination, Customer will remit all amounts due, and all costs reasonably incurred up to the date of termination. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms throughout the term of the Agreement.

**7. Background Check.** Unless prohibited by law, Workday agrees to conduct (or has previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Content. Such background check shall be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under the Agreement on behalf of Workday to be assigned to have access to Customer Content whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

**8. Code of Conduct.** Workday has a published code of conduct available at <https://www.workday.com/en-us/company/about-workday/ethics-compliance.html> with rules for ethical



business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct, including but not limited to periodic training of employees about the code.

**9. Assignment.** In no event shall Customer have the right to assign the Agreement to a direct Competitor of Workday. In the event of an M&A assignment, the non-assigning party shall be entitled to request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information shall be a material breach of the Agreement, which, if left uncured, shall entitle Customer to terminate this Agreement in accordance with Section 9.1 (Termination) of the MSA.

**10. Federal Government End Use.** Workday's offering constitutes 'commercial items' as defined under FAR 2.101. Workday's contracting documents are in conformance with Workday's commercial item offerings and tailoring of acquisition terms is pursuant to FAR 12.302(b). If you are a FAR governed Federal Customer, Workday agrees that the resulting contract will include the mandatory FAR commercial flow downs for a subcontractor under FAR 52.244-6. Additionally, the parties agree that the purpose of the Agreement is to provide a sophisticated integrated system solution, principally for the provision of a product, not a service and as such, neither the Service Contract Act nor its related statutes or regulations apply to Workday's performance hereunder.

**11. Use by Other Entities.** The parties agree that other public entities, including state agencies, local governments, courts, and public institutions of higher education may utilize the terms of the Agreement to purchase the Service from Workday for agreements commencing no later than 5 years after the Effective Date of the Agreement. Workday may extend the availability of the Agreement for such use in its sole and reasonable discretion. The parties understand that pricing is specific to Pricing Metrics and the choice of Workday Service components and other entities will not necessarily pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize the Agreement will have a copy of the Agreement executed in its own name and any Order Forms will be in such entity's name. The parties agree that Workday can disclose the Agreement, all exhibits, and any applicable Order Forms to an entity seeking to make use of this Section.

**12. Publicity.** Except as set forth in this section, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

**13. FOR A FEDERAL OR SLED CUSTOMER ONLY: Governing Law.** The parties agree that notwithstanding the "Governing Law" section of the MSA (currently Section 10.7), the following shall apply:

a. For a Federal Customer only: this Addendum and the Agreement and any disputes arising out of or related thereto shall be governed by U.S. Federal Law. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by Federal Law is deleted and superseded by the forum or venue required by Law. If Workday believes a Federal Customer is in breach of the Agreement, Workday shall pursue its rights under the Contract Disputes Act or other applicable Law while continuing performance as set forth in Federal Acquisition Regulation 52.233-1 (Disputes).

b. For a SLED Customer only: this Addendum and the Agreement and any disputes arising out of or related thereto shall be governed by the Laws of the state pursuant to which Customer is created, or else the state in which Customer's primary headquarters or main office is geographically located. With respect to all disputes arising out of or related to this Addendum and the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.



**ORDER FORM 00489394.0**

<b>Customer Name</b>	Ramsey County
<b>Workday Entity</b>	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>Universal Main Subscription Agreement (MSA)</b>	This Order Form is subject to and governed by the attached MSA and Public Sector Addendum.
<b>Product Terms</b>	Service SKUs are subject to the applicable Product Terms available at <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a> , which are incorporated herein by reference.
<b>MSA and Order Form Effective Date</b>	The later of the dates of the parties' signatures on the Signature Document
<b>Order Term</b>	April 2, 2025 through April 1, 2033
<b>Currency</b>	USD
<b>Total Fees</b>	8,940,441
<b>Tenant (or Instance as applicable) Base Name</b> <i>Tenant Base Name is used to generate Workday tenant URLs.</i>	ramseycounty

**Payment Schedule Table**

<b>Payment #</b>	<b>Payment Due Date</b>	<b>Payment Amount</b>
1	Invoiced upon Order Effective Date, NET 35	476,605
2	Due on First anniversary of the Order Term start date	896,454
3	Due on Second anniversary of the Order Term start date	1,199,625
4	Due on Third anniversary of the Order Term start date	1,223,618
5	Due on Fourth anniversary of the Order Term start date	1,248,090
6	Due on Fifth anniversary of the Order Term start date	1,273,052
7	Due on Sixth anniversary of the Order Term start date	1,298,514
8	Due on Seventh anniversary of the Order Term start date	1,324,483
	<b>Total Payment Amount</b>	<b>8,940,441</b>

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

**Subscription Rights Table**

SKU	Service	Pricing Metric	Annual Subscription Rights
CHCM	Core Human Capital Management	FSE*	Full Enterprise (incl. Former Workers with Access)
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
USP**	Payroll for United States	FSE*	United States-based Employees only
FIN	Core Financials	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise
PRJT	Projects	FSE*	Full Enterprise
TT	Time Tracking	FSE*	Full Enterprise
SC	Scheduling	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise
PRO	Procurement	FSE*	Full Enterprise
SRC	Strategic Sourcing Enterprise	FSE*	Full Enterprise
SCLO	Labor Optimization	FSE*	Full Enterprise

\*For Pricing Metric details see the Full-Service Equivalent (“FSE”) Count Table below.

\*\*Customer agrees that the number of FSE Workers for all Payroll Services and any Workday payroll connector will always be equal to the total number of FSE Workers for HCM minus Former Workers with Access.

**Full-Service Equivalent (“FSE”) Count Table**

FSE Population Category	Baseline FSE Count
Full Enterprise (incl. Former Workers with Access)	4,545
Full Enterprise	4,486
United States-based employees	4,486

**Named Support Contacts Table**

Number of Named Support Contacts*	15
-----------------------------------	----

\*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

**Customer Contact Information**

	<b>Billing, In Care of</b> <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	<b>Customer Support</b> <i>Main point of contact for Workday Support and will receive initial login credentials.</i>	<b>Subscriptions Contact</b> <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name	Mike Piram	Mike Piram	Mike Piram
Street Address	121 7 <sup>th</sup> Place East, Suite 2300	121 7 <sup>th</sup> Place East, Suite 2300	121 7 <sup>th</sup> Place East, Suite 2300
City/Town, State/Region/Country, Zip/Post Code, Country	Saint Paul Minnesota 55101 United States	Saint Paul Minnesota 55101 United States	Saint Paul Minnesota 55101 United States
Phone/Fax #	651-266-8068	651-266-8068	651-266-8068
Email (required)	<a href="mailto:Michael.Piram@co.ramsey.mn.us">Michael.Piram@co.ramsey.mn.us</a>	<a href="mailto:Michael.Piram@co.ramsey.mn.us">Michael.Piram@co.ramsey.mn.us</a>	<a href="mailto:Michael.Piram@co.ramsey.mn.us">Michael.Piram@co.ramsey.mn.us</a>
Internal Reference or PO (optional)			
Tax Exempt? Yes		41-6005875	
<b>Additional Customer Support Contacts</b> <i>Product Lead who will receive initial login credentials.</i>			
	<b>Admin Contact Name</b>	<b>Admin Contact Email</b>	
Strategic Sourcing	Mike Piram	<a href="mailto:Michael.Piram@co.ramsey.mn.us">Michael.Piram@co.ramsey.mn.us</a>	



For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components (“**Downloadable Components**”). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Effective Date, there is no value attributed to any of the Downloadable Components.

Customer may not withhold, reduce, or set-off fees owed under this Order Form. All purchase order forms, tax exemption certificates and FST/VAT/business registration, supplier setup requests, and invoice inquiries shall be submitted to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).



## ADDITIONAL ORDER FORM TERMS ADDENDUM

### 1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

### 2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

#### FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	3,800	100.0%	3,800
Part-Time Employees	410	25.0%	103
Associates	4,658	12.5%	583
Former Workers with Access	2,357	2.5%	59
<b>Total FSE Count:</b>	<b>11,225</b>		<b>4,545</b>

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

“Full-Time Employee” is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Part-Time Employee” is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Associate" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

“Former Worker with Access” is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. “Static Records” are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are “Active Records”.





**3. Growth and Expansion.**

**A. Annual Reporting Obligation.**

Customer will report to [subscriptions@workday.com](mailto:subscriptions@workday.com) no earlier than 90 days and no later than 60 days (“Annual Reporting Period”) based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days (“Count Date”) prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a “Reporting Cycle”). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

**a. FSE Metric Reporting.**

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

**FSE Expansion Table**

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	243.41
USP	36.61
CCB	14.64

**B. Growth Event Reporting Obligation.**

In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more (“Growth Event”) as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Subscription Rights to [subscriptions@workday.com](mailto:subscriptions@workday.com) within 30 days of the Growth Event. Customer agrees to pay the applicable annual fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

**4. Renewal.**

Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single seven-year renewal term (“Renewal Term”) at the below pricing. Such order form must be executed no later than 30 days prior to the end of this Order Term.

**Renewal Table**

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI), Not to Exceed 5%)
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI), Not to Exceed 5%)
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI), Not to Exceed 5%)
4th year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI), Not to Exceed 5%)
5th year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI), Not to Exceed 5%)
6th year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI), Not to Exceed 5%)



7th year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI), Not to Exceed 5%)
--------------------------	--

The “**Base Subscription Fee**” is \$1,324,483. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

**5. Additional Definitions (as applicable).**

“**CPI**” means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

“**Renewal Term CPI**” means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

“**Innovation Index**” means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday’s efforts and investment in product development and infrastructure.

**6. Customer Identification**

Workday may use Customer's name and logo in lists of customers, in marketing and presentations, on its earnings calls, in releases, and on its website. Workday may also reference Customer’s name in verbal format.

**7. Option to Acquire Additional Service SKUs.**

At any time within twenty-four (24) months of this Order Effective Date (the “**Option Expiration Date**”), Customer may acquire a subscription for the specific SKU(s) as set forth below. Any standard applicable terms for the SKU(s) acquired will apply. If Customer elects to exercise its option under this section, Customer must provide Workday with written notice by the Option Expiration Date. Workday will provide a separate Order Form, with an order term start date on or before the Option Expiration Date, which will be coterminous with this Order Form and will be used to formally document the subscription.

SKU	Service	Pricing Metric	Subscription Rights	Annual Fee per FSE Worker
TLO	Talent Optimization	FSE*	Full Enterprise	16.17
LRN	Learning	FSE*	Full Enterprise	17.64
CCLRN	Cloud Connect for Learning	FSE*	Full Enterprise	7.06
REC	Recruiting	FSE*	Full Enterprise	23.53
PRA	Prism Analytics Enterprise	FSE*	Full Enterprise with up to 20 million Published Data Rows at any time for each Tenant (or Instance as applicable)	23.53
SKU	Service	Pricing Metric	Subscription Rights	Annual Subscription Fee
MSG	Messaging	Messages	Up to 100,000 outbound and inbound messages	7,350

*\*Customer understands that the Baseline FSE Worker Count stated for the Subscription Rights may be subject to increase in accordance with the Growth and Expansion section herein*



**Additional Metric Expansion Table**

<b>SKU</b>	<b>Additional Metric Increase</b>	<b>Annual Expansion Rate for Additional Metric Increase</b>
MSG	Each increment of 50,000 Additional Text Messages	4,000
PRACU	Each increment of 10M Additional Published Data Rows	20,000



**WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM**

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Product Line	Description
Core Human Capital Management	Human Capital Management	Workday Core HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday Core HCM includes global human resources management (workforce lifecycle management, organization management, worker profile, compensation, business asset tracking, absence, and employee benefits administration). Workday Core HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Cloud Connect for Benefits	Human Capital Management	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Payroll for United States	Payroll	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.
Core Financials	Financial Management	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments and customer payments via credit card.
Grants Management	Financial Management	Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant

		hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.
Projects	Financial Management	Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts.
Time Tracking	Workforce Management	Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.
Scheduling	Workforce Management	Scheduling supports an organization in creating and managing workforce schedules. This includes the ability to build schedules, account for worker preferences and availability, and assign, notify, and engage with workers regarding schedules.
Expenses	Financial Management	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and travel partners.
Procurement	Spend Management	Workday Procurement includes procure to pay functionality to address spend for goods and services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.
Strategic Sourcing Enterprise	Spend Management	Workday Strategic Sourcing supports organizations in sourcing goods and services from Suppliers. Workday Sourcing Enterprise Package includes Sourcing Pipeline Platform, Sourcing SSO Integration, Sourcing API Connection Support, Sourcing Intake, Sourcing Supplier Management, Sourcing RFx Engine, Sourcing eAuctions Platform, Sourcing Dynamic Negotiations & Analytics (DNA), and Sourcing Contracts. Supports unlimited Sourcing Users and unlimited Stakeholders and Suppliers.

Labor Optimization	Workforce Management	Labor Optimization helps an organization optimize schedules based on business needs when using Workday Scheduling. Labor Optimization includes tools to leverage labor demand data when creating schedules, the ability to configure the weight of different scheduling factors, and a system to measure how well schedules are optimized.
--------------------	----------------------	--

**ORDER FORM #472281**

<b>Customer Name</b>	<b>Ramsey County</b>
<b>Workday Entity Name</b>	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>MSA Effective Date</b>	See MSA executed herewith
<b>Order Effective Date</b>	The later of the dates beneath the parties' signatures on the Signature Document
<b>Training Credit Order Term</b>	18 months from the Order Effective Date
<b>Training Subscription Order Term</b>	April 2, 2025 to April 1, 2028
<b>Currency</b>	USD
<b>Total Training Fees</b>	148,008

<b>Payment #</b>	<b>Payment Due Date</b>	<b>Payment Amount</b>
1	Due in accordance with the MSA, invoiced upon Order Effective Date	93,776
2	Due on first anniversary of the Order Term start date	27,116
3	Due on second anniversary of the Order Term start date	27,116
	<b>Total Payment Amount</b>	<b>148,008</b>

<b>SKU</b>	<b>Training Offering</b>	<b>Annual Rate</b>	<b>Quantity</b>	<b>Term</b>	<b>Total Training Fees</b>
AK	Adoption Kit	7,116	1	3	21,348
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	1	3	15,000
LODPAY10	Learn On-Demand – Payroll/Absence /Time Tracking Library 10 Initial Users	5,000	1	3	15,000
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	5,000	1	3	15,000

SKU	Training Offering	Annual Rate	Quantity	Term	Total Training Fees
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,000	1	3	15,000
				Total Training Fees	81,348

SKU	Training Offering	Price Per Credit	Quantity	Total Training Credit Fees
TC	Training Credits	660	101	66,660
			Total (TC) Training Fees	66,660

Customer Contact Information	Billing, In Care of
Contact Name	Mike Piram
Street Address City/Town, State/Province/Region Zip/Postal Code Country	121 7 <sup>th</sup> Place East, Suite 2300 Saint Paul Minnesota 55101 United States
Phone/Fax #	651-266-8068
Email (Required)	<a href="mailto:Michael.Piram@co.ramsey.mn.us">Michael.Piram@co.ramsey.mn.us</a>

This Order Form is subject to and governed by the MSA. This Order Form (including the Addenda attached hereto) incorporates the Training Terms located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (“**Training Terms**”) and the Bulk Training Credit Rates attached hereto as Addendum B (the “**Bulk TC Rates**”). A copy of the Training Terms in effect as of the Order Effective Date is attached hereto as Addendum A for convenience only (“**Current Training Terms**”). In the event of a conflict between the terms of the MSA, the Training Terms, this Order Form, and the attached Addenda, the order of precedence is (i) this Order Form, (ii) Addendum B (Bulk TC Rates), (iii) the Training Terms, (iv) Addendum A (Current Training Terms), and (v) the MSA. All remittance advice and invoice inquiries shall be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

## ADDENDUM A - WORKDAY TRAINING TERMS

These Training Terms apply to Courses and other training-related products and services offered to Workday's Customers and Partners ("**Workday Training**"). Capitalized terms used in these Training Terms that are not defined in this document have the meanings in the MSA (with respect to Customers) or in the Partner Agreement (with respect to Partners). Descriptions of Workday Training Courses and processes are provided in Workday Community. Workday Training may be purchased on an Order Form or in Workday Community. Purchaser is responsible to meet Workday's Course and other training requirements published in Workday Community and Workday Learning Center.

### 1. Permitted Use & Restrictions

- a. Permitted Use. Workday Training is solely for use by (i) Customer Learners only to support Customer's internal use of the Service consistent with the MSA; and (ii) Partner Learners only for purposes consistent with the applicable Partner program, and unless otherwise agreed by Workday and Partner in writing, to enable such Partner to perform Workday-related services only for Customers. Workday Training and Training Content may be used only during the applicable term of Purchaser's agreement with Workday.
- b. Restrictions. Except as expressly provided herein or with Workday's express prior written consent, neither Purchaser nor Learner will (i) allow any individual other than the enrolled Learner to attend Workday Training or use any Training Content, provided that Purchasers or Learners may request accommodations as provided in Workday Community; (ii) copy, modify, make derivative works of, or distribute any Training Content; or (iii) incorporate any Training Content (including screenshots) in any material. Failure to comply with these Training Terms may expose Purchaser and Learner to legal or disciplinary action by Workday, including restriction or removal from Workday Training, cancellation of certifications, and copyright infringement proceedings.

### 2. Product Specific Terms

- a. Dedicated Training (Customers only). Customers may request Workday to present in-person or live virtual Courses to Customer Learners ("**Dedicated Training**"), subject to Workday's availability and approval. Fees for Dedicated Training are determined by the number of Learners and the Training Fees or Training Credits required for the Course, plus additional fees for Workday Training not provided at a Workday training center. The fees for Dedicated Training cancellation requests not received within the Cancellation Notice Period are 50% of the Training Fees or Training Credits plus all additional fees for onsite training. Additional health-related terms applicable to in-person training may be set forth in Workday Community.
- b. Training Subscriptions. Workday Training Subscriptions (e.g., Learn On-Demand, Adoption Kit, Administrator Training Kits) may be used only by the "**Named Users**" identified by Customer in Workday Community during the Order Term. Partner Named Users are Learners registered in the Workday Learning Center. The Order Form for a Training subscription will specify the number of permitted Named Users.
- c. eBooks. For certain Workday Training, Workday will make available one eBook to each Learner in electronic format. Learners may use the eBook only for Learner's individual, private study for the Workday Training and may print one copy for such use.
- d. Workday Certification Programs. Workday offers certification programs to Customers and Partners as identified in the Training Catalog. Partner certifications are available only to certain partners as set forth in the

Partner Agreements. To obtain and maintain certification, Learners must complete all requirements and pass applicable testing. Certifications: (i) are granted to individual Learners and are not owned or controlled by Purchasers; (ii) are not transferable to any Purchaser or another individual; (iii) automatically expire if the Learner fails to maintain updated certification requirements and when the Learner leaves employment or engagement with Purchaser, unless Workday consents (in writing at its sole discretion) to Learner's request to transfer certifications upon Learner's subsequent employment or engagement by another Purchaser; and (iv) may be canceled for other reasons at Workday's sole discretion.

e. Downloadable Content (Customers). Customer may download the Downloadable Content during the Order Term covering the Downloadable Content and internally use, copy, modify, and create derivative works of the Downloadable Content solely to help Customer successfully roll out the Service across its organization in accordance with the MSA and these Training Terms. Customer is solely responsible for any derivative works and other modifications to Downloadable Content made by or for Customer. Customer owns all derivative works and other materials that Customer is permitted to develop, make, or conceive under this section ("**Customer Improvements**"), except that Workday retains all underlying intellectual property rights in the Downloadable Content, the Service, and all Training Content. Customer may use the Workday property incorporated into the Customer Improvements only as provided in this section. Workday may create, modify, use, transfer, and distribute material that is substantially similar to Customer Improvements. Customer will reproduce all Workday proprietary rights notices on copies and revised versions of Downloadable Content. Workday may add, change, or remove Adoption Kits and portions of other Downloadable Content at any time, subject to the applicable Order Form terms.

**3. Fees and Training Credits**

a. Fees and Payment. Purchaser will pay Workday for all Workday Training enrolled in or taken under Purchaser's account, unless timely canceled in accordance with these Training Terms. No refunds or credits will be given for failure to meet Workday Training or Course requirements or for late cancellation. Workday is not responsible for costs incurred by Purchaser or Learners to participate in Workday Training. Training Fees are set forth in the Training Catalog. Purchaser will pay all Training Fees and fees for Training Credits in accordance with applicable Order Form, or, if none, the terms of the MSA or Partner Agreement, as applicable.

b. Training Credit Bulk Purchase Option. Fees for bulk purchases of Training Credits will be set forth in an Order Form and such fees will apply to the cumulative number of prepaid Training Credits purchased at any time during any rolling 12-month period during the Order Term. Bulk Training Credit Rates will not be applied retroactively for previously purchased Training Credits or for a la carte Workday Training purchases (e.g., Course purchases from the Workday Learning Center).

c. Training Credit Use. Purchaser may use Training Credits to pay for any TC-Eligible Course that starts on or after the Order Effective Date and ends on or before 18 months after the Order Effective Date. For Self-Directed Courses purchased with Training Credits, Learners must enroll in the Course before the Training Credit expiration date but can begin the Course after such date. Training Credits are decremented from Purchaser's Training Credit balance upon Course enrollment. If a Purchaser enrolls in a TC-Eligible Course without an adequate Training Credit balance, Workday will invoice Purchaser for the Training Fees for the Course. Self-Directed Courses also may be referred to as Learn Independent Courses.

**4. Cancellation & Termination**

a. Course Change or Cancellation by Purchaser or Learner. Subject to the exceptions in this Section, Purchaser or Learner may reschedule time or date of Course attendance or cancel a Course enrollment without charge if



such change is entered into the Workday Learning Center within the applicable Cancellation Notice Period; provided, however, that all changes related to an exam that is scheduled with Workday's exam provider must be made in the provider's system. For timely changed or canceled Courses, Workday will restore the Training Credit(s) decremented or will not charge Purchaser for the Training Fees. Notwithstanding the foregoing sentences in this Section, the following events are deemed to be Course cancellations ineligible for credit or refund: (i) failure to timely meet Workday Training or Course requirements or attend an entire Course; (ii) Course changes and cancellations not within applicable Cancellation Notice Period; (iii) withdrawals or cancellations from Self-Directed or Refresher Courses or Workday Pro exams after the Purchaser's Training Coordinator has approved the Course or exam; and (iv) Learner does not take or pass any required exam.

b. Course Change or Cancellation by Workday. If Workday discontinues a Self-Directed or Refresher Training Course or an exam, the Learner must attend/take the Course or exam prior to the final offering date announced by Workday. Workday will not refund Training Fees or restore Training Credits if Learner does not do so. If Workday cancels any other Course, Workday will restore Training Credits decremented from Purchaser, or will not charge Purchaser for Training Fees, for such Course. Workday is not responsible for any costs or expenses incurred by Purchaser or Learner in connection with any Workday-canceled Workday Training.

## 5. Miscellaneous

a. Updates. Workday reserves the right to add, change, or discontinue Workday Training offerings from time to time without notice to Purchasers or Learners. Please consult the Training Catalog for the most current Workday Training offerings. Workday may modify these Training Terms from time to time in its sole discretion; provided the overall features and substance of the Workday Training program will not be materially decreased during the applicable Order Term.

b. Privacy. Workday may provide Purchaser and Learners with notices, including notices regarding changes to these Training Terms, by email, regular mail, or postings in Workday Community or the Workday website. Workday may provide information about a Learner's training activity to the applicable Purchaser, to subsequent Purchasers that hire or engage such Learner, and to third parties used by Workday from time to time to facilitate Workday Training. Workday's Privacy Statement currently located at <https://www.workday.com/en-us/privacy.html> applies to Workday Training. Purchaser will obtain all necessary rights and permissions (including consent from Learners and Purchaser's assignees, where required) to provide the Learner information described in this subsection to Workday so that Workday may provide Workday Training.

c. Order of Precedence. In the event of a conflict among these Training Terms, the applicable Order Form, the MSA or Partner Agreement, and any terms contained in Workday Community, as applicable, the order of priority is (1) the Order Form, (2) these Training Terms, (3) the MSA or Partner Agreement, as applicable, and (4) terms regarding Workday Training in Workday Community.

d. Miscellaneous. Workday Training is not subject to any SLA and is not part of the Service. Workday Training is not covered under any Workday audit report or ISO Certification. Any audit activities and Customer information requests will be addressed in accordance with the optional Universal Customer Audit Program Order Form.

## 6. Definitions

**"Cancellation Notice Period"** means (a) at least 7 full calendar days before Course start date, (b) within 24 hours of enrollment for Courses enrolled within 7 full calendar days of Course start date, or (c) at least 14 full calendar days before Course start date for Dedicated Training.

“**Course**” means any Workday Training course, exam, or other training offering listed in the Training Catalog or in the Workday Learning Center.

“**Downloadable Content**” means the portions of training offerings (e.g., Adoption Kit, Administrator Training Kits, Peakon Voice Fundamentals Course) that Workday expressly permits a Learner to download for use as described herein.

“**Learner**” means an individual employee, permitted independent contractor, or Authorized Party (for Customers only) of a Purchaser registered in the Workday Learning Center as a Learner under Purchaser’s registered email domain.

“**Partner Agreement**” means the agreement under which the Purchaser is participating in any Workday Partner Program and such participation provides access to Workday Training.

“**Purchaser**” means a Customer or Partner that purchases Workday Training or is authorized to enroll Learners in Workday Training.

“**TC-Eligible Course**” means the Workday Training eligible to be purchased with Training Credits as identified in the Training Catalog with the number of “Credits” required for purchase.

“**Training Catalog**” means the applicable catalog of available Workday Training in Workday Community.

“**Training Content**” means all Course materials (including, without limitation, eBooks; Downloadable Content; Course structure, look and feel, and descriptions) and all other material made available by Workday in connection with Workday Training, whether presented visually, audibly, electronically, or in printed form.

“**Training Credit**” means prepaid credits redeemable for Workday Training in lieu of paying Training Fees.

“**Training Fee**” means the fee (other than Training Credits) established by Workday from time to time for each Course.

Last updated: September 20, 2024

**ADDENDUM B - BULK TRAINING CREDIT RATES**

The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date, with the discount level based on the cumulative number of Prepaid Training Credits Acquired as determined under the Section 3.b. of the Training Terms:

<b>Prepaid Training Credits Acquired</b>	<b>Rate Per Training Credit</b>
1-10	USD \$ 800
11-25	USD \$ 760
26-50	USD \$ 735
51-75	USD \$ 710
76-100	USD \$ 685
101-249	USD \$ 660
250+	USD \$ 620

# Board of Commissioners

## Request for Board Action

---

**Item Number:** 2025-118

**Meeting Date:** 4/1/2025

---

**Sponsor:** Information Services

**Title**

Agreement with Enterprise Resource Planning Budgeting System Contractor

**Recommendation**

1. Approve selection of and the agreement with Euna Solutions, Inc. for their Enterprise Resource Planning budgeting software for the period of April 1, 2025, through March 31, 2030, with renewal options not to exceed a total agreement term of 15 years.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

**Background and Rationale**

The county is replacing the current Enterprise Resource Planning (ERP) system, PeopleSoft, with a new commercial off the shelf ERP system. The county implemented its current system in 1999, and the system contains significant customizations to support county processes. In 2023 and 2024, the county completed a needs assessment of the current system and processes to identify key opportunities for improvement in the new system. Key objectives of this project include:

- Move to a modern, cloud-based system with improved functionality compared to current systems.
- Leverage standard functionality and align processes with best practices, when possible, to minimize customizations.
- Become more efficient in operations and resident services.
- Develop integrations between the new ERP system and other county systems to facilitate efficient data transfers and processes.

This project will impact all departments across the county and is led by Finance, Human Resources and Information Services.

As part of this effort, a Request for Board Action (RBA) is being considered by the county board to approve a funding plan. The investments made in the project include the cost of the software, the cost of the implementation partner and funding for internal resources plus contingency due to the large size and nature of the project. The financing proposal includes technology project funds, General Fund fund balance use and bonds. Investing in an ERP system benefits all Ramsey County staff and the public as it makes paying invoices, approving contracts and many other everyday financial and human resources processes easier.

The cost of the ERP Budgeting system contractor agreement for the initial 5-year term is \$1,028,565 and budgeting system related implementation services is \$299,045 resulting in a total cost of \$1.33 million.

The selected ERP Budgeting system contractor will provide services for the new budgeting system including licenses, maintenance, support and required training for Ramsey County system administrators. The selected

ERP Budgeting system contractor will also provide implementation services including but not limited to project support and coordination with the ERP Implementation contractor (Collaborative Solutions. LLC) and Ramsey County resources as it relates to the budgeting system implementation, build and installation of environments, configuration, testing, training and the creation of the first budgets and budget books in the new system.

**County Goals** (Check those advanced by Action)

- Well-being     
  Prosperity     
  Opportunity     
  Accountability

**Racial Equity Impact**

This action by itself does not have a measurable racial equity impact. The ERP System supports all county work and therefore inherently supports Ramsey County’s racial equity work. The county plans to issue bonds to finance this ERP capital improvement project as well as other approved projects, each of which provides programs and services to the community. The racial equity impact should be considered by the county departments during the development of the associated programs and services for each capital project.

**Community Participation Level and Impact**

This action does not have a direct impact on the residents of Ramsey County, however investing in an updated and modernized ERP system benefits all Ramsey County staff and the public as it makes paying invoices, approving contracts and many other everyday financial and human resources tasks and processes easier.

- Inform     
  Consult     
  Involve     
  Collaborate     
  Empower

**Fiscal Impact**

The total five-year cost of this agreement is \$1.3 million. The cost of the first two years including training and implementation is \$0.7 million.

Funding for the first two years of this contract for licensing, maintenance and support (implementation phase) and the implementation costs are included in the overall ERP Funding Request presented in a separate RBA before the Ramsey County Board today, 2025-115Enterprise Resource Planning Funding Plan and Request for Approval.

Years three through five of the initial term of this contract will be accounted for in the Information Services operating budget.

<b>ERP Project Funding Summary</b>	
<b>Project Category</b>	<b>Cost</b>
Collaborative Solutions Implementation Partner	\$6.5 million
WorkDay ERP Software	\$2.5 million
Euna Budgeting Software	\$0.7 million
Internal Resources	\$8.5 million
Contingency	\$3.8 million
<b>TOTAL Project Category Costs:</b>	<b>\$22 million</b>
<b>Funding Sources</b>	<b>Amount</b>
IT Project Fund	\$4.0 million
Use of General Fund	\$6.0 million
Technology Bonds in the 2026 CIP	\$12 million
<b>TOTAL Funding Sources Amount:</b>	<b>\$22 million</b>

**Last Previous Action**

None.

**Attachments**

1. Model\_IS000216\_0.01
2. Exhibit\_1\_Hosting\_Security\_Exhibit 032425
3. EUNA Budget SOW - RC BFM FINAL



## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Finance, 121 7th Place East, Suite 2300, Saint Paul, MN 55101 ("County") and Euna Solutions Inc, 363 W Erie Street, Floor 7, Chicago, IL 60654, registered as a Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from April 01, 2025 through March 31, 2030 and may be renewed for up to two (2) additional five years period(s).

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

#### 1.1.1.

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

### 2. Scope of Service

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

#### 2.1.

The Contractor shall provide the Sherpa budget module and implementation services to the County for the awarded ERP System with Workday to include but not limited to design, workflow, support, training, and other professional services ("Project").

#### 2.2.

The Project shall comply with the features and functionality requirements and expectations described in the following:

A. The County Request for Proposal ("RFP") BA0000001966, dated August 20, 2024, and Addenda One and Two, dated September 13, 2024, and September 20, 2024, respectively, and Contractor's Proposal response dated October 03, 2024, are incorporated herein by reference, and made a part of this Agreement.

#### 2.3.

The Contractor shall provide Project implementation services pursuant to the terms of the Agreement and the following attachments which are attached and made a part of this Agreement. Any reference to "this Agreement" means this Agreement together with the following Attachments. For the avoidance of doubt, should there be conflicting terms or documents, the order of precedence shall be:

- A. Professional Services Agreement
- B. Exhibit 1 – Hosting Security Exhibit
- C. Attachment A – Services and Software Subscription
- D. Attachment B – Order Form and SOW Exhibits
  - Exhibit A – Initial Order form
  - Exhibit B – Statement of Work
  - Exhibit C – Implementation Milestone Completion Sign-off Form

Exhibit D – Client Functional and Technical Requirement Matrices  
Exhibit E – Service Level Agreement (SLA)

**2.4.**

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

**2.5.**

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

**2.6.**

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

**3. Schedule**

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

**4. Cost**

**4.1.**

The County shall pay the Contractor the following unit rates:

To be in accordance with the Attachment B – Statement of Work/Order Form which is attached and made a part of this Agreement. All costs and rates will remain fixed for the full term of the contract.

**5. Contracting for Equity**

[Intentionally Omitted]

**6. Commitment to Advancing Racial Equity**

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

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures

**6.1. Non-Discrimination**

To the extent applicable to Services under this Agreement, Contractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



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

### **6.2.1.**

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

### **6.2.2.**

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

### **6.2.3.**

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

#### **6.2.3.1.**

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

#### **6.2.3.2.**

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

#### **6.2.3.3.**

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

## **6.3. Diverse Workforce Inclusion Resources**

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

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

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

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network

includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

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

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

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

### **7.1. Payment**

#### **7.1.1.**

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

#### **7.1.2.**

Payments shall be made in accordance with the provisions of the resulting contract in the SOW/Order Form.

### **7.2. Application for Payments**

#### **7.2.1.**

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

#### **7.2.2.**

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

#### **7.2.3.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

#### **7.2.4.**

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

#### **7.2.5.**

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

#### **7.2.6.**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The

minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

### **7.3. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

### **7.4. Successors, Subcontracting and Assignment**

#### **7.4.1.**

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

#### **7.4.2.**

Neither Party shall assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Notwithstanding the foregoing, Contractor may assign this Agreement and any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all of substantially all of Contractor's assets without County's consent.

#### **7.4.3.**

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

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

#### **7.5.1.**

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

#### **7.5.2.**

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

### **7.6. Data Practices**

#### **7.6.1.**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other

applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

**7.6.2.**

The Contractor designates Stefan Burden as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

**7.6.3.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Upon termination, cancellation, expiration, or other conclusion of this Agreement, County may request that Contractor remove County Data from Contractor's production systems. County acknowledges that as part of a commercially reasonable backup strategy. Contractor does maintain long term archival backups that may continue to contain County Data after termination of this Agreement. Contractor agrees not to utilize such archival backups for the specific purpose of accessing County Data after termination of this Agreement. Contractor agrees not to utilize such archival backups for the specific purpose of accessing County Data after termination of this Agreement, unless specifically authorized to do so 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 by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

**7.7.2.**

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

**7.7.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

**7.7.4.**

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of documentation such as security test results, IT audits, and disaster recovery plans.

**7.7.5.**

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

**7.8. Indemnification and Limitation of Liability**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any third party claims related to any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the County's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the County's failure to fulfill its obligation under this Agreement.

Limitation of Liability. Except as outlined in this Agreement, in no event shall the Contractor's liability to County arising out of or in connection with the Agreement or the Services exceed, in the aggregate, the total fees paid by the County to the Contractor in the twelve (12) month period preceding the last act or omission giving rise to any such liability. In the event the act or omission giving rise to any such liability occurs prior to the Agreement being effective for a complete twelve (12) months, liability shall not exceed the total fees payable by the County to the Contractor for the initial twelve (12) month period.

Notwithstanding the limitation of liability, such limitations shall not apply to the following:

- a. Claims of infringement
- b. Contractors gross or willful misconduct
- c. Damages for bodily injury (including death) and damage to real property and tangible personal property
- d. Breach of its obligations under 7.5, 7.6, 7.7 and the Hosting Security Exhibit related to data practices, hosting, and security obligations, to the extent caused by Contractor's acts or omissions in the performance of this Agreement.

Items for Which Contractor Is Not Liable: Under no circumstances is Contractor liable for special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if Contractor is informed of their possibility.

**7.9. Contractor's Insurance**

**7.9.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by

anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

**7.9.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

**7.9.3.**

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

**7.9.3.1.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

**7.9.4.**

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

**7.9.4.1.**

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

**7.9.4.2.**

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

**7.9.5.**

Cyber Liability insurance, including first-party costs, for any breach arising out of Contractor's performance of its services under this Contract that compromises Ramsey County data. The required limit shall be no less than \$1,000,000 per occurrence with \$2,000,000 aggregate. Claims-made coverage is acceptable. Such insurance shall name Ramsey County, its officials, employees, volunteers and agents as additional insureds for liabilities assumed in this Agreement. Coverage shall be provided for the duration of this Contract and shall have a vena expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is renewed.

**7.9.6. Workers' Compensation**

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

require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

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

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

**7.9.7.**

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

**7.9.8.**

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

**7.9.9.**

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

**7.9.10.**

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

**7.9.11.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

**7.9.12.**

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

**7.9.13.**

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

**7.9.14.**

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

**7.9.15.**

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

**7.10. Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

**7.11. Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**County:**

Michael Piram, Information Services, 121 7th Place East, Suite 2300, Saint Paul, MN 55101

**Contractor:**

Stefan Burden, Euna Solutions Inc, 363 W Erie Street, Floor 7, Chicago, IL 60654,  
[legal@eunasolutions.com](mailto:legal@eunasolutions.com).

**7.12. Non-Conforming Services**

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

**7.13. Setoff**

[Intentionally Omitted]



**7.14. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

**7.15. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

**7.16. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

**7.17. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County. 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.

**7.18. Termination**

**7.18.1.**

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

**7.18.2.**

If 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, this Agreement shall terminate upon expiration of the cure period.

**7.18.3.**

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In the event of such termination, County agrees to pay a “SaaS Recovery Amount” equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form.

**7.19. Interpretation of Agreement; Venue**

**7.19.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

**7.19.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**7.20. Warranty**

**7.20.1 Representations, Limited Warranties, and Disclaimer.**

- a. **Representations.** Each Party hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound or any obligation of such Party.
- b. **Warranties for Professional Services.** Contractor warrants that it shall perform the Professional Services:
  - (iii) in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement;
  - (iii) using personnel of commercially reasonable skill, experience, and qualifications; and
  - (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.
- c. **Warranties for the SAAS Offering.** Contractor warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. Contractor does not make any representations or guarantees regarding uptime or availability of the SAAS Offering unless specifically identified in the applicable Service Level Agreement. In the event that the SAAS Offering does not meet the foregoing warranty, Contractor’s sole obligation and County’s exclusive remedy shall be for Contractor to perform the remedies set forth in the Service Level Agreement. **THE FOREGOING WARRANTY DOES NOT APPLY, AND CONTRACTOR STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS NOT PROVIDED BY THE CONTRACTOR AS PART OF THE APPLICABLE ORDER FORM PROVIDED WITH OR INCORPORATED INTO THE SAAS OFFERING.**
- d. **Remedies.** Contractor’s sole and exclusive liability and County’s sole and exclusive remedy for breach of the warranties in this Agreement shall be as follows:

- (ii) Contractor shall use reasonable commercial efforts to promptly cure any such breach; provided, that if Contractor cannot cure such breach within a reasonable time (but no more than thirty (30) days) after County's written notice of such breach, County may, at its option, terminate this Agreement by serving written notice of termination.
- (ii) For Professional Services, County's remedy for breach of the foregoing warranties shall be the re-performance of the relevant Professional Services free of charge. The foregoing remedy shall not be available unless County provides written notice of such breach within thirty (30) days after delivery of such Professional Service or Deliverable to County.

**Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION OF THE AGREEMENT, THE PROFESSIONAL SERVICES, DELIVERABLES, SAAS OFFERING AND CONTRACTOR IP ARE PROVIDED "AS IS" AND CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, CONTRACTOR MAKES NO WARRANTY OF ANY KIND THAT THE PROFESSIONAL SERVICES, DELIVERABLES, CONTRACTOR IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET COUNTY'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PROFESSIONAL, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.**

## 7.21. Infringement

### 7.21.1.

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

### 7.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional

cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

**7.22. Debarment and Suspension**

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

**7.23. Alteration**

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

**7.24. Entire Agreement**

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

## Attachment A – Service and Software Subscription

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR CUSTOMER’S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT WITHOUT AN APPLICABLE ORDER FORM AND PAYMENT OF ALL REQUIRED FEES, COSTS AND AMOUNTS. THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT CONCERNING ANY SAAS OFFERING, PROFESSIONAL SERVICES, SOFTWARE OR DOCUMENTATION THAT CUSTOMER DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR’S SAAS OFFERING, SOFTWARE OR DOCUMENTATION.

1. Definitions.

a. **“Aggregated Statistics”** means data and information related to Customer’s use of the SAAS Offering that is used by EUNA in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SAAS Offering.

b. **“Authorized User”** means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SAAS Offering under the rights granted to Customer pursuant to this Agreement and the applicable Order Form, and (ii) for whom access to the SAAS Offering has been purchased hereunder.

c. [Intentionally Omitted]

d. **“Customer Data”** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SAAS Offering or Professional Services, as applicable.

e. **“Deliverable”** means all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the EUNA in the course of performing the Professional Services or providing the SAAS Offering, including any items identified as such in the applicable Order Form.

f. **“Documentation”** means the applicable training, informational or support videos and documentation relating to (i) the use of and access to the SAAS Offering and (ii) any error corrections, bug fixes, enhancements, improvements, new releases, maintenance releases and updates thereto, provided by EUNA to Customer in any format.

g. **“Fees”** means the fees set forth in the applicable Order Form.

h. **“Intellectual Property Rights”** (i) all United States and foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by applicable Law, including all copyright registrations issued by the United States Register of Copyrights and applications therefor,

together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) all, whether registered or unregistered, trademarks, service marks, domain names, trade names and trade dress, and all goodwill relating thereto; (iv) all rights in all trade secrets, know-how, and confidential information; and (v) other intellectual property rights protectible under any Laws or international conventions throughout the world, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.

i. **“Law”** means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncements having the effect of law in the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority.

j. **“Order Form”** means the order form between the Parties that incorporates this Agreement.

k. **“Public Facing Software”** means a portion of the Software made available by the Customer to members of the general public.

l. **“SAAS IP”** means the SAAS Offering and the Documentation. For the avoidance of doubt, SAAS IP includes proprietary data structures, database schemas, metadata, Aggregated Statistics and any information, data, or other content derived from EUNA’s monitoring of Customer’s access to or use of the SAAS IP but does not include Customer Data.

m. **“SAAS Offering”** means the software-as-a-service offering, including any integrated platform offering, as set out in the applicable Order Form.

n. **“Professional Services”** means the services set out in the applicable Order Form and any associated statement of work attached or referenced in the Order Form (“Statement of Work”), if applicable.

o. [Intentionally Omitted]

p. **“Third-Party Products”** means any third-party products described in the applicable Order Form provided with or incorporated into the SAAS Offering.

2. Professional Services. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of the Agreement, EUNA shall provide to Customer the Professional Services in accordance with the applicable Order Form and Statement of Work.

3. Software Subscription.

a. Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) right

to access and use the SAAS Offering during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. EUNA shall provide to Customer the necessary information to allow Customer to access the SAAS Offering. The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

b. Public Facing Software. Notwithstanding the definition of Authorized Users, Customer is permitted to provide access to its constituents that are solely utilizing public facing functionalities of the SAAS Offering that do not otherwise require a specific license from EUNA.

c. Documentation License. Subject to and conditioned on Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SAAS Offering.

d. Optional Features. EUNA shall provide all extensions, enhancements, and other changes, which are logical improvements to the SAAS Offering and to which EUNA makes generally available on a commercial basis, without charge, to other licensees of the EUNA SAAS Offering. Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to the SAAS Offering nor do they include any Professional Services that may be required for implementation.

e. Use Restrictions. Customer shall not use the SAAS Offering for any purposes beyond the scope of the access granted in this Agreement or the applicable Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SAAS Offering or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SAAS Offering or Documentation to a third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SAAS Offering, in whole or in part; (iv) remove any proprietary notices from the SAAS Offering or Documentation; or (v) use the SAAS Offering or Documentation in any manner or for any purpose that causes such SAAS Offering or Documentation to infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any person, or that violates any applicable Law.

f. Suspension. Notwithstanding anything to the contrary in this Agreement, EUNA may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SAAS Offering if: (i) EUNA reasonably determines that (A) there is a threat or attack on any of the SAAS IP; (B) Customer's or any Authorized User's use of the SAAS IP disrupts or poses a security risk to the SAAS IP or to any other customer or vendor of EUNA; (C) Customer or any Authorized User is using the SAAS IP for fraudulent or illegal activities; (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EUNA's provision of the SAAS Offering to Customer or any Authorized User is prohibited by applicable Law; (ii) any vendor of EUNA has suspended or terminated EUNA's access to or use of any third-party services or

products required to enable Customer to access or use the SAAS Offering each a (“**Service Suspension**”). EUNA shall use commercially reasonable efforts to resume providing access to the SAAS Offering as soon as reasonably possible after the event giving rise to the Service Suspension is investigated, contained, remediated, and cured.

g. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, EUNA may monitor Customer’s use of the SAAS Offering and collect and compile Aggregated Statistics. As between EUNA and Customer, all right, title, and interest in Aggregated Statistics, and all Intellectual Property Rights therein, belong to and are retained solely by EUNA. Customer acknowledges that EUNA may compile Aggregated Statistics based on Customer Data input into the SAAS Offering. Customer agrees that EUNA may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable Law. EUNA agrees to process Customer Data available in accordance with EUNA’s privacy policy which is available upon request and online at <https://eunasolutions.com/privacy-policy/>. EUNA may update its privacy policy from time to time and such updated privacy policy will be effective and applicable upon posting.

4. Customer Obligations.

a. For Professional Services. In connection with the Professional Services, Customer shall:

(i) cooperate with EUNA in its performance of the Professional Services and provide access to Customer’s premises, employees, contractors, and equipment as required to enable EUNA to provide the Professional Services;

(ii) provide Cooperation, as defined herein, and perform Customer facing milestones and Customer deliverables necessary to enable EUNA to continue to perform under the Order Form and Statement of Work; and

(iii) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in EUNA’s provision of the Professional Services.

b. For the SAAS Offering. In connection with the SAAS Offering:

(i) Customer agrees to be responsible and liable for all uses of the SAAS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer agrees to be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement’s provisions as applicable to such Authorized User’s use of the SAAS Offering and shall cause Authorized Users to comply with such provisions.

(ii) EUNA may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions.



(iii) EUNA will use commercially reasonable efforts to implement the SAAS Offering. Customer acknowledges and agrees that Customer's timely provision of (and EUNA's access to) Customer's assistance, cooperation, and complete and accurate feedback, approvals, information, and data from Customer's officers, agents and employees as is reasonably requested by EUNA (collectively, "**Cooperation**") is essential to the implementation and operation of the SAAS Offering, and that EUNA shall not be liable for any deficiency, delay or failure in implementing or operating the SAAS Offering if such deficiency, delay or failure results from Customer's failure to provide full Cooperation as required hereunder. Cooperation will include designating a project manager to interface with EUNA during the course of EUNA's implementation or provision of the SAAS Offering. If Customer repeatedly fails to provide Cooperation, EUNA may terminate this Agreement in accordance with Section 10(b)(ii).

5. Fees and Expenses.

a. Fees. Except for Fees that Customer has successfully disputed, Customer shall pay the Fees. Unless otherwise provided in the applicable Order Form, Customer shall pay the Fees in US dollars within thirty-five (35) days from the date of the applicable invoice. If Customer fails to make any payment when due, without limiting EUNA's other rights and remedies: (i) EUNA may charge interest on the past due amount at the rate in accordance with the County's Professional Services Agreement; (ii) if such failure continues for thirty (30) days or more, and in addition to all other remedies available under this Agreement or at law (which EUNA does not waive by the exercise of any rights hereunder), EUNA may suspend Customer's and its Authorized Users' access to any portion or all of the Professional Services and the SAAS Offering until such amounts are paid in full.

b. Taxes. Fees do not include any taxes. Customer is exempt by Law from payment of State and local sales tax and federal excise tax. In the event that taxes are assessed by any governmental body on any Deliverable provided under this Agreement, in which Customer is not exempted from paying, EUNA shall have the option to terminate the Agreement in lieu of assessment of the taxes against EUNA, provided however that Customer shall have the option to pay EUNA all such tax amounts which have been properly invoiced, at Customer's discretion, to avoid termination of this Agreement. Customer shall provide EUNA with a valid tax exemption certificate upon request.

6. Service Levels and Support.

a. Service Levels. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to make the SAAS Offering available in accordance with the service levels set out in the provided service level documentation posted from time to time on EUNA's website (the "**Service Level Agreement**").

b. Support. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to provide the support services described in the support services documentation posted from time to time on EUNA's website (the "**Support Services Agreement**").

c. Updates. EUNA reserves the right to modify the Service Level Agreement from time to time effective immediately by posting an updated policy at the links referenced above. EUNA's support

obligations extend solely to Customer's designated support contacts. Customer acknowledges and agrees that, as between Customer and EUNA, Customer shall be solely responsible to provide any and all support to all other third parties. Unless otherwise stated in the Service Level Policy, EUNA shall not have any obligation to provide support services to any third parties.

7. [Intentionally Omitted]

8. Intellectual Property.

a. Deliverables. All Intellectual Property Rights in and to the Deliverables except for any County Data of Customer shall be owned by EUNA. If any derivative work is created by Customer from the SaaS Offering EUNA shall own all right, title and interest in and to such derivative work unless otherwise agreed to by the parties.

b. SAAS IP and Documentation. Customer acknowledges that, as between Customer and EUNA, EUNA owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

c. Customer Data. EUNA acknowledges that, as between EUNA and Customer, Customer either (i) owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, or (ii) has a valid license with the right to sublicense the Customer Data to EUNA as provided herein. Customer hereby grants to EUNA a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for EUNA to provide the SAAS Offering to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. Customer represents, warrants and agrees that: (A) it will comply with applicable Law, including the Laws of the territories and jurisdictions from which any Customer Data is obtained or pertains, in collecting, using, disclosing, transmitting and in soliciting the transmission of Customer Data into or with the SAAS Offering as contemplated under this Agreement; (B) prior to transmitting (or soliciting the transmission of) any Customer Data to EUNA through the SAAS Offering, Customer shall have all applicable consents and approvals required for the transmission of such Customer Data to EUNA; and (C) EUNA's use, storage, disclosure and other processing of Customer Data in accordance with this Agreement or Customer's instructions or direction will not cause EUNA or any of its vendors to violate any applicable Law or infringe the rights of any individual or third party.

d. Passwords. Customer is responsible for the confidentiality and use of its passwords, other credentials, and account, and in no event shall EUNA be liable for any loss of information of Customer or other claims arising from unauthorized access to the SAAS Offering as a result of the failure by Customer to protect the confidentiality of its passwords, other credentials or account.

e. Prohibited Information. Except as necessary to utilize the SAAS Offering, Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to EUNA): (i) health information, medical information, health insurance card information, policy identification numbers, or any other information that would cause EUNA to be classified as a

“business associate” under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) or similar designation under other Laws, (ii) information that causes EUNA to be subject to any Laws beyond those Laws generally applicable to all cloud service providers, (iii) security passwords or credentials, and/or (iv) data revealing race, ethnicity, political opinions, religion, sexual orientation, philosophical beliefs or trade union membership or any other information identified under applicable Law as “sensitive information,” “private information,” or like designation (collectively, “**Prohibited Information**”). If Customer transmits or provides to EUNA any Prohibited Information, Customer shall indemnify and hold EUNA harmless from and against any claims and liability arising from the transmission to EUNA of any Prohibited Information or any processing of such information by EUNA, and EUNA shall have no liability or obligation whatsoever with respect to such Prohibited Information or Customer Data provided to EUNA.

f. Feedback. If Customer or any of its employees or contractors provides, sends or transmits any communications or materials to EUNA by mail, email, telephone, or otherwise, suggesting or recommending changes to the SAAS Offering, Documentation, Software, Professional Services, or any of EUNA’s Intellectual Property Rights, including without limitation, the SAAS IP and new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), EUNA is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns and agrees to assign to EUNA, and will cause its employees, contractors and/or agents to assign to EUNA, all right, title, and interest in and to the Feedback, including all Intellectual Property Rights in the Feedback, to EUNA without further consideration. EUNA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although EUNA is not required to use any Feedback.

g. Reservation of Rights. EUNA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the Professional Services or SAAS IP.

- 9. [Intentionally Omitted]
- 10. [Intentionally Omitted]
- 11. [Intentionally Omitted]
- 12. [Intentionally Omitted]
- 13. [Intentionally Omitted]
- 14. [Intentionally Omitted]

15. Export of Data.

a. Customer Data. Upon termination, cancellation, expiration, or other conclusion of this Agreement, Customer may request that EUNA remove Customer Data from EUNA's production systems. Customer acknowledges that as part of a commercially reasonable backup strategy, EUNA does maintain long term archival backups that may continue to contain Customer Data after termination of this Agreement. EUNA agrees not to utilize such archival backups for the specific purpose of accessing Customer Data after termination of this Agreement, unless specifically authorized to do so by Customer. Customer Data will continue to be protected, and EUNA will comply with data privacy and security requirements related to Customer Data for the duration the Customer Data is in the possession of EUNA.

b. Data Extraction. During the Term of this Agreement, Customer may utilize the standard functionality of the SAAS Offering for its intended purpose, including the ability to download data and copies of documents loaded into or generated by the SAAS Offering. Customer shall have the right to retain a copy of all downloaded documents. During the Term of and within thirty (30) days following termination of this Agreement, Customer may request EUNA to provide consulting services to Customer in order to perform a custom extract of Customer data from the SAAS Offering. EUNA will provide the requested consulting services for an hourly rate set forth in the Order Form or Statement of Work. Custom data extracts will be provided electronically in a text delimited flat file format (or other mutually acceptable format) and will be scrubbed of all EUNA proprietary data structures. Customer and EUNA will work together to determine a list of the specific data elements to be provided, at which point EUNA will provide an estimate of the time required to extract the data. Once the estimate has been provided, if Customer wishes EUNA to proceed with the data extract, Customer will make a mobilization payment of fifty percent (50%) of the estimated amount to EUNA. After receipt of this payment, EUNA will then have thirty (30) days to deliver the data extracts to Customer. Customer shall have thirty (30) days upon receipt of the data to review for acceptance. Upon acceptance, EUNA will provide Customer with a final accounting of hours and Customer shall be responsible for payment of the additional consulting fees.

16. Authorized Reseller Status; Option to Purchase Affiliate Products. GTY Technology Holdings Inc. dba Euna Solutions ("Euna") is the parent company to multiple other SaaS companies (such subsidiaries, "Affiliates"). These products and services may vary during the Term, but generally include, but are not limited to, software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). As of the Effective Date, Affiliates include CityBase Inc. and Euna Solutions Inc. in Canada. In addition to the products and services that are the subject of this Agreement, Customer has the option to purchase from either Euna, as an authorized reseller, or Affiliates, the Affiliate Products on same terms of the Agreement. Notwithstanding the foregoing, Customer understands that different order forms, statement of work(s), and product specific service level agreements may apply. Customer will be provided the Affiliate's additional product terms and will have the opportunity to review and consent to such terms.

- 17. [Intentionally Omitted]
- 18. [Intentionally Omitted]
- 19. [Intentionally Omitted]
- 20. [Intentionally Omitted]
- 21. [Intentionally Omitted]
- 22. [Intentionally Omitted]
- 23. [Intentionally Omitted]
- 24. [Intentionally Omitted]
- 25. [Intentionally Omitted]
- 26. [Intentionally Omitted]
- 27. [Intentionally Omitted]

28. Export Regulation. Customer shall comply with all applicable Laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the SAAS Offering or any Customer Data outside the US.

- 29. [Intentionally Omitted]

30. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

- 31. [Intentionally Omitted]

- 32. [Intentionally Omitted]

33. Government Use. The SAAS Offering, Documentation are “commercial items” as that term is defined in FAR 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the SAAS Offering or Documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government’s rights in the foregoing will be only those specified in this Agreement. Customer’s rights in the SAAS Offering and Documentation are limited to those expressly granted in Section 3.

34. Cooperative Statement. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion provided EUNA also agrees to do so in writing.

## Exhibit 1 – Hosting and/or Cloud Services and Security Standards (“Hosting Security Exhibit”)

1. **Virtual Infrastructure/Cloud Services.** In addition to the Contractor responsibilities listed in the Agreement by and between the Parties, Contractor acknowledges and agrees to assume the following additional responsibilities:
  - 1.1. **Connectivity.** Contractor will provide the connectivity as described in in the Agreement.
  - 1.2. **Load Balancing.** Contractor will load balance the County applications to meet the needs of the County’s operations, as may be further described in the County’s system architecture specifications, or as mutually agreed to by the Parties.
  - 1.3. **Security.** Contractor will implement reasonable and appropriate systems and procedures sufficient to ensure the security and confidentiality of the County Data, as further specified herein. County Data is defined as the data described in the Data Practices section of this Professional Services Agreement.
  - 1.4. **SOC 2.** Contractor will provide the Services utilizing a SOC 2 compliant data center located in the continental United States. Contractor will perform periodic audits (SOC 2 or other industry equivalent standard mutually agreed to by the Parties) of Contractor’s security controls (i.e., physical and logical security, network configuration, change/problem and vulnerability management and recovery services), and make available to the County a copy of such SOC 2 report and, upon the County’s request, written reports regarding such audits. In the event of any qualified statements in such reports that materially impact the County, the County may immediately terminate the Agreement for material breach without further period to cure.
  - 1.5. **Back-up Services.** Contractor shall perform daily backups.  
Contractor will perform daily backups in accordance of section 16 below. The Contractor will retain backup data within a SOC 2 compliant environment within the continental United States for up to 2 years. Backups will be encrypted in storage. In addition, Contractor will fulfill restoration requests as directed by the County due to site failures. Restoration will be performed within the interval of two to four hours depending on the urgency of the request; and the agreed upon location of the desired back-up media; and if the location is expected to be down for more than 24 hours, Contractor will immediately transfer appropriate back-up data and re-establish all hosting operations in an appropriately functioning secondary server or location.
  - 1.6. **Anti-Virus Software.** Contractor will install and maintain industry standard anti-virus and anti-spyware software for all physical and virtual servers used to provide the Services.
  - 1.7. **Fix Errors.** Contractor will use Contractor’s best efforts to promptly remedy any failure of the Services.
2. **Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).
3. **Monitoring Services.** Contractor will provide the following additional Services with respect to system monitoring:

- 3.1. Access.** Contractor will provide access to Contractor's client portal, monitoring and alerting of the County's servers, as well as the processes and services being executed by such servers by Contractor's Network Operations Center on a 24 x 7 x 365 basis. In addition, the County will be provided with access to Contractor's Network Operations Center, which allows for 24x7x365 access to support requests, open ticket status, reporting and a knowledge base of previous County issues and projects.
  - 3.2. Monitoring and Detection.** Contractor will provide monitoring and alerting by Contractor's Network Operations Center on a 5x8 basis with after hours alerting for critical events.
  - 3.3. Equipment Monitored.** The County requests that the Services be provided to cover the computer related items detailed on any network and infrastructure equipment inventory list maintained by Contractor in any County provided disaster recovery guidelines.
    - 3.3.1 Additional Equipment.** If the County has or purchases additional equipment, the monthly fee for Services will automatically be increased at the beginning of the following month to cover the additional equipment. Additional equipment must be inspected and certified as "fit for purpose" by Contractor before it is covered under this Hosting Security Exhibit.
    - 3.3.2 Equipment Retirement.** If the County retires equipment that is not replaced in kind, the monthly fee for Services will automatically be decreased at the beginning of the next month to account for the decrease in the need for support. The County must notify Contractor of the equipment retirement date via e-mail.
    - 3.3.3. County To Provide Access.** The County will provide full and complete access, including admin usernames and password, to all equipment covered under this Hosting Security Exhibit.
  - 3.4. Notification.** Contractor will notify the County of disruption in any Services for which Contractor is providing monitoring.
  - 3.5. Fix Issues.** Contractor will promptly apply a fix to any disruption in the Services.
  - 3.6. Communication with Network Operations Center.** The County may communicate with the Contractor's customer support center via telephone, email, or client portal ticket 24 hours a day, seven days a week and 365 days a year.
  - 3.7. Initiation of Client Portal Tickets.** Unless stated otherwise, client portal tickets are initiated or escalated within 2 hours receipt.
- 4. Operating System Patch Services.** Contractor will provide the following Services with respect to operating system Patches:
- 4.1. Patch Monitoring Services.** Contractor will monitor recommendations from software vendors relating Patches (defined below) to software used in one or more Services.
  - 4.2. Installation Services.** Contractor will install Patches at a time appropriate to their risk level, which may include considering the following factors: any possible disruption to the Services, and the urgency of the need to install the Patch.



- 4.3. Notification.** Contractor will notify and coordinate a maintenance window with the County for any Patch management installations that impact agreed upon SLAs
- 4.4. Definition of Patch.** For the purposes of this Hosting Security Exhibit, the term “Patch” means platform and applications software security and anti-virus updates and other software fixes and updates issued by and recommended for installation by software vendors for Software used in one or more Services.
- 5. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor’s data privacy, security policies, client guide and/or Information Security Policy, and security procedures that apply to county data, which have been provided to the County and are herewith included herein by reference. In the event Contractor materially degrades the information security standard during any such modification, such degradation shall constitute a material breach by Contractor under the Agreement Contractor will comply with applicable U.S. laws and regulations concerning information security, the US-EU Privacy Shield Framework as established by the United States Department of Commerce and conduct SSAE 16 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 16 equivalent.
- 6. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures (“Security Program”) that complies with industry best practice and applicable privacy laws. Contractor’s Security Program includes, at a minimum:
- 6.1.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
  - 6.2.** A security design intended to prevent any compromise of Contractor’s own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
  - 6.3.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures, operation systems and other applications with up-to-date virus definitions and security patches so as to avoid any adverse impact to County’s systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to systems and applications; and preventing unauthorized access to County systems via the Contractor’s networks and access codes; and
  - 6.4.** All persons with authorized access to County Data must have a documented genuine need-to-know prior to access;
  - 6.5.** Contractor warrants that the services and deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-

enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any service or deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

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

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

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

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

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

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

**13. Penetration Testing.** Penetration testing of the Contractor's architecture is included at a frequency of one per year at no additional cost. Contractor will coordinate with the current

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

**14. Security Policies.** Contractor's security policy is as identified in its SOC 2 report and is made up of the following documents:

- Acceptable use
- Access control
- Backup and restoration
- Business continuity and disaster recovery
- Change management
- Corporate ethics
- Customer support and SLA
- Data retention and disposal
- Disciplinary
- Incident management
- Information security
- Key management and cryptography
- Network security
- Personnel security
- Privacy policy for websites
- Risk assessment
- Server Security
- Serverless security
- Software development
- Vendor management
- Vulnerability and penetration testing management
- Workstation and mobile device

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

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

There are no external windows in the Data Center. In the Data Center, all physical equipment is owned or leased by Contractor and/or Contractor's Agent and is subject to terms herein for all

such hosting services including without limitation the secure management and monitoring of all components of the Services provided. Exterior perimeter walls, doors, windows and the main interior entry door to the raised floor environment are constructed of materials that afford UL rated ballistic protection. Vegetation and other objects within the Data Center are maintained such that an intruder would not be concealed.

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

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

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

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

- Network Security

1. Every connection to an external network is terminated at a firewall.
2. Network devices are configured to prevent communications from unapproved networks.
3. Network devices deny all access by default.
4. Security patches are regularly reviewed and applied to network devices.
5. Contractor follows a strict change management process which incorporates Change Advisory Board review and approvals.

6. Communication through a network device is controlled at both the port and IP address level.
7. There is a documented standard for the ports allowed through the network devices.
8. Contractor prevents unauthorized devices from physically connecting to the internal network.
9. There is an approval process to allow the implementation of extranet connections.
10. Contractor manages a SIEM (Security Information and Event Management) tool to review any potential security, infrastructure and vulnerabilities.
11. Contractor subscribes to Contractor's Agent's dedicated NIDS service and 24 x 7 incident response to monitor and respond to intrusion attempts.
12. The Data Center is compliant with SOC-1 and SOC-2.

**16. Backup.** Contractor uses daily on-site backups that are maintained within cloud-based storage solutions. All of the County Data will be contained in a distinct database that will follow the backup process set forth in the Agreement. Some systems are not backed up because they do not contain any useful data and the recovery process is to rebuild these systems.

- Full backups of the County's repositories are performed daily.
- Incremental backups are performed every hour.

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

Contractor also includes Business Continuity Plans (BCP) as part the annual testing efforts. This includes a full BCP tabletop exercise with leadership engagement. A report of the annual BCP test is generated and reviewed with leadership. Any gaps identified are prioritized by leadership and are assigned and mitigated where ever possible before the next BCP test if not before.

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

**18.1.** "Transition Services" means those Services that are provided by Contractor to County at the time of expiration or termination of the Agreement, Service Order, SOW, or any other

termination of Services, along with any new services that County may require to transfer County Data, and the affected Services to County or to any third party designated and authorized by County.

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

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

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

**19. Data Retention.** Contractor may continue to keep or maintain any County Data obtained in the course of performance of the Services so long as the Agreement and the relevant Service Order or SOW remains in effect and such use shall not extend beyond the termination of the Agreement or the relevant Service Order or SOW except with respect to providing Transition Services, provided that Contractor will provide a copy of the County Data upon termination or expiration of the Agreement in accordance with Section 15 of the Service and Software Subscription or at any time requested by County.

## **20. Warranties.**

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

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

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

## Exhibit A

### Initial Order Form

#### 1.0 Quote for Subscriptions

The following table is a summary of the proposed subscriptions and a five-year cost layout. Descriptions of these items are below in Section 2.

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Budget Formulation and Management (BFM) Subscription	\$149,728.66	\$149,728.66	\$149,728.66	\$154,426.30	\$159,288.36
Print Publishing Subscription	\$36,131.90	\$36,131.90	\$36,131.90	\$37,396.52	\$38,705.40
Transparency (OpenBook) Subscription	\$15,901.38	\$15,901.38	\$15,901.38	\$16,451.81	\$17,010.49
<b>TOTAL</b>	<b>\$201,761.95</b>	<b>\$201,761.95</b>	<b>\$201,761.95</b>	<b>\$208,274.63</b>	<b>\$215,004.24</b>

#### 2.0 Summary of Software Subscriptions

##### 2.1 Budget Formulation and Management (BFM)

- Annual Budget Formulation and management (BFM) subscription
- Unlimited BFM users
- Annual BFM upgrades
- Includes Standard Support subscription
- Two (2) BFM environments
- Reporting profiles based on <100 users, 32 Departments
- 47 Reporting Profiles

##### 2.2 Print Publishing

- Unlimited users
- Unlimited documents
- Required for complex publication requirements
- One (1) environment



### 2.3 Transparency (OpenBook)

- OpenBook Transparency Software
- Annual Subscription
- Budget Book Studio not included (available as optional add-on)

## 3.0 Quote for Implementation Services

### 3.1 Implementation Assumptions

- Implementation will primarily take place remotely
- End-user training is a “Train-the-Trainer” model, with Euna staff supporting the trainer during training sessions
- Timeline for deliverables is dependent on availability of completed Chart of Accounts and HR data (see Exhibit B, Section 3.2 for more detail).
- Includes \$25,390.51 in training, spread throughout the project milestones.

### 3.2 Implementation Milestones

#	Milestone Description	Estimated Invoice Date	Amount
1	Project Kick Off and Software Provisioning	Nov 2025	\$20,405.86
2	Initial Conversion - Chart of Accounts and Budget Data Migration	Jan 2026	\$39,368.91
3	Initial Form Development	Apr 2026	\$22,239.98
4	PCF Projection Ready	Aug 2026	\$28,150.00
5	Operating Budget Go-Live	Nov 2026	\$38,101.78
6	Capital Budget Go-Live	Nov 2026	\$36,298.77
7	Budget Management Go-Live	Jan 2027	\$32,109.39
8	Performance Measures Go-Live	Jan 2027	\$23,454.59
9	Publishing - Proposed Book Complete	May 2027	\$22,050.00
10	Publishing – Approved Book Complete	Dec 2027	\$33,026.42
11	Transparency Go-Live	Dec 2027	\$3,839.30
	<b>TOTAL</b>		<b>\$299,045.00</b>

## 4.0 Professional Services Rate Card

Following is the Euna rate card for additional services not described in the Statement of Work. These rates apply for any add-on work required beyond the scope of this contract. Such rates shall be fixed for a period of three years from the Effective Date. Thereafter, Euna may increase rates no more than once in any twelve-month period on sixty (60) days' prior written notice to the Client. No such increase shall exceed five percent (5%) of the rates charged in the immediately preceding year.

Role	Description	Amount
Principal Consultant	Hourly professional services - Offsite	\$275/hour

## 5.0 Pricing Notes

- Pricing is based on a 5 year contract.
- Pricing is non-inclusive of fees related to cooperative purchasing contracts.
- Implementation services will be invoiced upon completion of defined milestones and written acceptance by the Client.
- All milestone deliverables are fixed priced and not to exceed. Fixed fee pricing shall not be further limited by a cap on total service hours.
- Net 35 Payment Terms.
- Euna applied a 3.5% inflationary increase beginning in year 4 above in section 1.0. Upon renewal, inflationary increases applied to subscription will not exceed 7%. 90 days prior to contract expiration, Euna and Client will need to mutually agree upon the yearly increase which will not exceed 7%.

## 6.0 Invoices

Euna invoice should be sent to:

Contact Name	Mike Piram
Address	121 7 <sup>th</sup> Place East, Suite 2300, St. Paul, M.N. 55101 United States
Email	Michael.Piram@co.ramsey.mn.us

## **Exhibit B**

### **Statement of Work**

#### **1.0 Scope of Work**

Euna Solutions (“Euna”) is proposing a cloud-based software as a service (SaaS) solution for Ramsey County, MN (“The Client”), hosted by Amazon Web Services (AWS) and including 3 modules:

- Budget Formulation Management (BFM)
- Budget Books (including Print Publishing)
- Transparency (OpenBook)

This Fixed Fee Statement of Work (SOW) is for the implementation of Euna Budget Enterprise to satisfy the Client’s requirements for budget development, forecasting, monitoring and budget management, reporting, transparency and budget book publishing processes as defined in Section 1.1 below.

#### **1.1 Functional Scope**

The Client will use Budget Enterprise to manage the development of operating, personnel and capital budgets. In addition, the system will provide decision packages, budget monitoring, amendments and adjustments, position management, forecasting, transparency, budget book creation, analytic and scenario planning tools, and integrations required to source data in support of the development and monitoring of budgets.

#### **1.2 Organizational Scope**

Cognizant will perform program management for the implementation of the Workday ERP software which includes the implementation of the Euna Budget solution.

- Cognizant will ensure the coherence of the various parts of the project and project status reporting.
- Euna Project Manager / Functional Lead will coordinate key efforts with the Cognizant team.
- Euna is obligated to execute the work under this SOW.

#### **2.0 Implementation Methodology**

Euna Budget will be implemented using our Euna Budget Enterprise Implementation Methodology (Methodology) which has evolved to incorporate lessons learned over more than 30 implementations. Our Methodology complements traditional project management

approaches with a modified agile methodology that centers on incremental and iterative design, development, and test cycles directly linked to budget subprocesses.

The additional steps and attention to the configuration of budget processes (budget forms and reviews), projecting salaries and benefits, monitoring and changing adopted budgets, and providing the flexibility of data inquiry to select information, analyze events, and create alternatives and recommendations are key to our implementation process.

## **2.1 High-level Euna Budget Implementation**

### **2.1.1 Euna Budget Software Provisioning**

Euna will install your Euna Budget environments (BFM and Reporting), generally prior to the first workshop to provide the basis for rapid configuration and prototyping. Establishing the client's environments, establishing the Chart of Accounts (COA) and converting initial data will allow for system demonstrations, rapid configuration, and prototyping to accompany the process workshops. Euna will convert as much COA, budget, and actual data as possible before the first workshop. Almost immediately, the Chart of Accounts will include revenue sources (funds), expense categories, accounts, organizations, and projects.

Euna Budget's reporting environment is established concurrently with design, conversion, and configuration activities. This allows for more efficient data verification and is aligned with Euna's knowledge transfer strategy. Euna will show the project team how to generate and interact with the reports Euna Budget delivers, as well as how to revise and create new reports.

### **2.1.2 Project Kick Off**

A select working group of the project team will immediately start identifying the critical activities necessary for the implementation and scheduling of resources and tasks to meet project objectives. This includes an initial workshop to understand your budget processes and confirm Euna has a complete understanding of requirements, related processes, and schedules. This may also include specific changes to processes the client would like to make and introduction of best practices Euna has found effective with other clients. The information gathered in subsequent workshops will enable the team to finalize the project schedule and management plan.

### **2.1.3 Workshops**

Euna's Discovery workshops review the major steps in the budget process, analyzing and assessing the Client's detailed requirements.

Visioning workshops confirm Euna's understanding of the success factors driving the project. Euna wants to understand what works well today and the client wants to preserve vs. the biggest changes or improvements the client would like to make.

Euna's high-level Process Workshops walk the team through the major steps in the budget process, diving down through each step as the project progresses. At each step of the process, the Euna project team can identify potential opportunities for improvement if the Client wishes. Following these workshops, Euna refines the remaining workshop schedule and identifies process changes and potential Business Process Reengineering (BPR) prospects.

Every budget process will have individualized design and configuration workshops with Client Subject Matter Experts (SMEs) regarding the Client's data management systems and forms. The workshops will identify every critical component of the budget process including:

- Screen Design – Identifying access points, form headers, columns, COA elements, text boxes, etc.
- Workflow – Defining the entry and review stages, identifying validation rules and approval processes.
- Reports – Identifying all the required reports supporting processes, identifying every element in the reports, and ensuring the forms and processes are capturing all required information.
- User Security – Identifying security roles for access to processes, and user access controls to restrict access to appropriate analysts by organization, group, fund, responsibility center, etc.

Client SMEs will provide feedback and refinement based on their specific knowledge of the budget processes, statutes, and administrative procedures and policies. Form design and configuration is an iterative process; users will describe and whiteboard the processes and then actually observe and click through the forms as they are configured. It is not unusual to have multiple iterations of seeing and touching before the team members are confident that they have designed and implemented the correct approach.

#### **2.1.4 Reports Review**

Euna conducts small Reports workshops where it identifies the data source of every field in all required reports at the beginning of the project. This is done early and often since reports must drive the system configuration. Doing this we avoid preventable manual intervention and rework later in the project. The outcome of these workshops is the beginning of the data dictionary and elements of the budget form and master data design.

Reporting is constantly evolving. Once the client understands the system capabilities additional data and reporting may be added to the environment.

### 2.1.5 System Guides

The System Administration Guide will outline the future state processes from an administrative perspective, detailing the steps for the future client Administrator to maintain the system. The System Administration Guide will be continuously updated throughout the entire engagement by the Client in collaboration with the Euna implementation team.

Instead of a design document, Euna immediately begins work on the Budget System Implementation Guide. There are several reasons for this. A design document, set up as a deliverable, becomes outdated the minute it is signed off. Budget systems and processes are fluid and need to accommodate change. Euna instead focuses on a deliverable outlining the design in a manner useful to the client, immediately and ongoing. Euna's Implementation Guide is extremely detailed, training users on system navigation (all fields, step-by-step) and how Euna Budget will be specifically configured to the client's processes. This document will be initially delivered at the end of the first configuration phase, but it is important to note it is a living document and will be updated for the duration of Euna Budget's lifecycle.

### 2.1.6 System Configuration and Playback

Euna, with the support of the Client project team, will configure the budget forms, workflow, personnel cost forecasting and security. Budget forms, including data screen design, data entry fields, validation, workflow, etc. are all created with standard configuration. The skills of Client project team members will be enhanced throughout the project by participating in configuration exercises, establishing new forms, and enhancing budget processes as the project team goes through the iterative design and build approach within our implementation methodology. Revisions to the configuration settings or budget process will be reflected in revisions to the System Administration Guide. Configuration includes but is not limited to:

- Process automation – a previous process with fifteen (15) may take only one step in Euna Budget. Our goal is to configure the system to eliminate manual external steps.
- Form Configuration –
  - Complex calculations
  - Logic specific to the Client (e.g., on submission, you must be at your target for general fund, or the sum of transfers in must equal transfers out)

- Fields and attributes to the specific requirements and processes of the Client
- Unique workflow rules for budget processes including review and submission rules
- Other Client business rules, i.e., expenditures and revenues must balance at the submission stage
- Adding new fields, dropdowns, and checkboxes, and modifying field sizes, etc.

System configuration occurs during and immediately following all training and process workshops. This continual end-user testing is what we call our Playback approach. Your project team members observe and participate in the configuration. Your team will become familiar with the software and be encouraged to provide feedback early in the project, instead of waiting until formal testing, which is often too late in the process to solicit opinions and configuration design changes without adding project risk.

### **2.1.7 Data Conversion**

Concurrent with the design workshops, Euna begins converting data into Euna Budget. Seeing real financial and HR data in the system is important to understanding how the new system will work. Euna will import current year budget and financial data as well as prior years of financial history required for the first budget cycle. Euna will prepare validation reports and the Client's project team will confirm the results.

### **2.1.8 Testing Process**

Euna's testing methodology is specific to budgeting software. Testing is a mix of formal and informal testing, which is critical for success. Client users will test the forms early in the project in a methodology closer to user acceptance testing (UAT) than unit testing. As part of the process, full end-to-end workflow and corresponding reports are tested, including unit and integration testing, Client testing, and formal integration testing.

Euna has developed testing worksheets to be followed by both Euna Budget and the Client project team. The key to this methodology is testing the software using real production data, security, and test cases in the production environment. This ensures the maximum amount of testing and exposure to the actual components that will support live operations.

As forms and processes are configured, the project team will unit test each process including supporting reports. Key testing procedures include:

- The Client project team (2-3 people) will test the forms and reports as they are available. Changes are made as needed.

- The Client will use Euna's provided End User Guide templates as a basis to create the user guides. The Client will create the guide as they perform initial testing and update the guides as testing progresses. Guides generally include the Client's policies integrated with system procedures.
- Key department volunteers are identified early in the project and are given initial system training and follow the user guides to test the system. Users have production access and continue their work from their desks. This is critical to provide real system and user guide feedback while there is still time to make changes and prior to completing all configuration.
- When configuration is completed and tested, Integration System Testing is performed with the Client team members. This consists of entering data in all forms and stages of the process, practice submitting form and testing reports to ensure the data flow is as expected.
- Euna and Client will jointly develop an overall Test Plan which must articulate the required details for each testing cycle.
- The "Acceptance Test Period" for each testing cycle must be specified in the Test Plan and must agree with the Project Plan.
- Any and all defects discovered during testing must be resolved and re-tested prior to closing the testing cycle unless mutually agreed to by the Parties in writing.

### 2.1.9 Training

Budget Enterprise's training methodology is to engage users early and often during the project implementation to ensure optimal configuration of the system, improve end-user acceptance, and create productive use of the solution on go-live. Euna Budget's training approach is different from a traditional waterfall training approach. Rather than waiting until user acceptance testing for users to have exposure to the system, Euna Budget engages users from the beginning; thus, **training effectively starts early in the project and continues throughout the project.**

In our experience, **proactively engaging all users throughout the implementation process builds a sense of ownership and enhances acceptance of the new system.** Hands-on experience during implementation prepares end-users for the transition and reduces or even eliminates the risk of surprises with the final product.



Training includes:

- **Workshops**

Design and Process Workshops are typically held twice a week for the first month, then on a weekly or bi-weekly basis for the remainder of the project. Additionally, training-style meetings to review configurations and allow the Client's project team to work in the application are also taking place during this time. Euna is flexible in creating a meeting schedule that works best for the client's project team.

Euna Budget will conduct project meetings and virtual trainings via Zoom or Teams. In every work/training session over the course of the project, Euna Budget consultants will hand over the configuration to the Client's analysts and users to make system adjustments. For example, Euna will load chart of account data or create one or two form fields and then train the administrators to make future changes. Virtual screen sharing easily allows the Euna Budget team to assist trainees (e.g., answer questions, assist with navigation, etc.). Simultaneously, project team members are writing the Administrative Guide and inserting step-by-step instructions to make system configuration changes. We have found this methodology enhances staff comprehension immensely.

- **End-User Training**

Budget Enterprise's end-user training methodology is a Train-the-Trainer approach, with members of the Client's project team conducting the end-user training for users. This ensures the project team is the centralized source of information and solidifies the project team's knowledge of the solution. Training is provided for all levels of the organization, with Euna supporting up to 4 remote training sessions remotely. For more details on our approach to user training see Section 6.3.

- **Training Materials**

Euna takes a collaborative approach to developing customized training materials. Because our software is highly configurable, implementation of the system will be unlike any other clients. This means standard off-the-shelf training materials will not suffice. Euna will start with templates of the software capabilities and begin customizing these materials as workshops commence.

As part of Euna's implementation process, we will work with the Client's Project Team to develop a series of custom end-user guides. The guides are created by the Euna Budget project team and eventually handed over to the Client's Project Team for continued customization. The combined project team will validate the guides as they conduct

testing. The Client's project team will also add client-specific guidance, policies, and procedures to the documents, which will be used during training and in subsequent budget cycles.

#### **2.1.10 Project Management**

Euna will develop a detailed Project Plan that articulates the responsibilities of both Parties. The Project Plan must be in sufficient detail to specify the configuration, conversions, integrations, development, training, testing, acceptance, go-live, and activities described in the Service Agreement. Both Parties agree to cooperate to work through any edits and/or updates to the Project Plan prior to final approval within the timeframe provided herein.

Euna applies a scope management process specific to budget system implementation and leverages a rapidly configurable product. Our process aligns project resources to the Client's requirements to ensure the project is focused on producing an enterprise-wide budget formulation system. Our goal is to not take up project time reviewing RFP requirements for inclusion and debating scope. Rather we want to provide the best, most complete solution for the Client.

#### **2.1.11 Project Status and Communication**

Communication, including reporting on project status is one of the most critical success factors for any project. A Euna Budget project focuses on end-user communication, regularly reporting on project status, and issues, and providing stakeholder briefs. Euna will coordinate a bi-weekly cadence with the Client, with additional ad-hoc meetings as necessary, and options for gaps in meeting cadence at certain key points in the Budget Calendar.

#### **2.1.12 Quality Management and Risk Assessment**

Throughout the project, the Euna Budget team tracks the overall quality of our efforts and deliverables. Euna's quality management starts with recognition and attention to project risk. The Euna Budget project manager is responsible to categorize issues, identify alternatives, develop recommendations, and revise project deliverables. The team ensures all project reports conform to proper risk assessment, industry deliverable standards, and client expectations.

#### **2.1.13 Euna Personnel Assignment**

The Euna warrants that all personnel assigned to perform the services under this Agreement shall have the necessary skills, qualifications, and expertise to perform the work competently and professionally.

### 2.1.14 Replacement of Euna Personnel

If the County reasonably determines that any Euna personnel is not performing the services to the required standard, the County may request the replacement of such personnel.

Upon receiving a written request from the County, the Euna shall promptly provide a replacement with equivalent or superior qualifications and expertise.

The Euna shall bear all costs associated with the replacement of personnel, including any necessary training or onboarding of the new personnel.

### 2.1.15 Conflict Resolution and Escalation Process

While both parties agree it is the desire to resolve issues quickly and within the project team(s), at times this may not be possible, an issue(s) may need to be escalated to resolve. A project issue can include anything from a business process change, a schedule issue, to a personnel issue, etc. The following table shows a typical escalation path:

Escalation Path	Euna	County
Level 4	Executive Sponsor	Steering Committee (Executive Sponsors)
Level 3	Director, Professional Services	Project Leadership Team
Level 2	Project Lead	Program Manager / Project Manager
Level 1	Project Support	Workstream Lead

## 3.0 Detailed Implementation Schedule

Milestones, deliverables, and acceptance criteria are detailed in the below table in Exhibit A, section 3.2.

### 3.1 Project Plan Assumptions

- Project start is dependent on contracting.
- Project timelines can be extended or condensed depending on budget process and Client availability.
- Testing will occur throughout the project and prior to each segment’s Go-Live as detailed above in Section 2.1.8.
- User training for each go-live is completed “just-in-time” before they begin using the system (more detail above in Section 2.1.9).

- A project Go-Live occurs when the client has entered next year budget request data into the respective forms in a production environment.
- A milestone is complete when the related acceptance criteria are delivered which will trigger completion of the **Implementation Milestone Completion Sign-off form** (Exhibit C). Payment cannot be invoiced or made until the Implementation Milestone Completion Sign-off form is complete and approved.
- All budget reports included in deliverable will be agreed to during the project.
- The work schedule below assumes that the core Workday project has finalized Chart of Accounts structure by October 2025 (Cognizant’s “Plan” phase complete – targeted for June 2025), and that HR test data is available in April 2026 (Cognizant’s “Architect & Configure” phase complete – targeted for March 2026).

### 3.2 Project Plan - Milestone Breakdown

Below is a breakdown of the implementation milestones.

Milestone	Phase and Activities	Deliverables	Description	Owner
1	Project Kick Off and Software Provisioning: <ul style="list-style-type: none"> <li>• Project Kick Off meeting</li> <li>• Install applicable environments</li> </ul>	<ul style="list-style-type: none"> <li>• Project Kick-Off Presentation Document</li> <li>• Project Management Plan/s</li> <li>• Risk Management Plan</li> <li>• Project Work Plan and Schedule Document</li> </ul>	BFM is installed on AWS server, 2 environments (standard), Production and Development/Test. This includes Reporting environment. Initial system configuration and data loads for workshops completed.	<ul style="list-style-type: none"> <li>• Euna primary owner to complete installation and initial configuration.</li> <li>• Client to be provided access and validate access.</li> </ul>
<b>Milestone 1 Complete – Project Kick Off and Software Provisioning (November 2025)</b>				
<b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• Euna Budget software is installed, and client has validated access.</li> <li>• Euna has completed Project Kick Off Meeting and agreed upon deliverables from this meeting.</li> </ul>				
2	Discovery Workshops	<ul style="list-style-type: none"> <li>• High-Level Budget Overview</li> <li>• Operating Process Workshops</li> </ul>	The Discovery workshops will be used to conduct process reviews and visioning of desired solution. Specific workshops will be held for	<ul style="list-style-type: none"> <li>• Euna primary owner</li> <li>• Client to provide current process documentation and attend workshops, 1-3</li> </ul>

Milestone	Phase and Activities	Deliverables	Description	Owner
		<ul style="list-style-type: none"> <li>Personnel Cost Forecasting Workshops</li> <li>Capital Process Workshops</li> <li>Report Reviews</li> </ul>	each process, as needed, to identify desired future state, and incorporate best practices. These sessions will include report reviews as reports will help drive configuration of Operating, Capital and Performance budgeting.	<ul style="list-style-type: none"> <li>Client personnel who understand the full budget life cycle.</li> <li>Client to provide input into the Implementation Guide and project plan.</li> <li>Client to approve project plan and timeline.</li> </ul>
2	Initial System Configuration & Data Conversion	<ul style="list-style-type: none"> <li>Project Status Reports</li> <li>System Implementation Guide Template</li> <li>Initial Data Migration, Conversion and Synchronization</li> <li>System Admin Guide Template</li> </ul>	<p>Based on Discovery workshop findings, Euna will configure Chart of Accounts and convert budget data. This initial data conversion enables the Configuration and Playback Sessions that occur throughout the project.</p> <p>Euna will import current year budget and financial data as well as prior years of financial history required for the first budget cycle. Euna will prepare validation reports and the Client's project team will confirm the results.</p>	<ul style="list-style-type: none"> <li>Client provides crosswalks for historical data, if needed.</li> <li>Client to provide data for data loads and current process flow documentation.</li> <li>Client tests / confirms data loaded correctly.</li> </ul>

**Milestone 2 Complete – Initial Conversion - Chart of Accounts and Budget Data Migration (January 2026)**

**Acceptance Criteria:**

- Validated and tested data migration and COA configuration.
- Project plan and timeline approved

3	Budget Forms	<ul style="list-style-type: none"> <li>At least two (2) configured and tested forms</li> </ul>	Develop measures and stages, base budget, decision packages, allocations, forecast adjustment forms, etc.	<ul style="list-style-type: none"> <li>Euna will configure forms</li> <li>Client will review</li> <li>Euna and Client will test</li> </ul>
---	--------------	--	---	--

Milestone	Phase and Activities	Deliverables	Description	Owner
3	Configuration & Playback Sessions	<ul style="list-style-type: none"> <li>• Configuration / Playback Workshops</li> <li>• Report Design</li> <li>• System Admin Guide Initiation</li> </ul>	<p>Configuration and Playback sessions occur soon after Discovery workshops for each specific process. Client project team will observe and participate in configuration of initial forms and reports. Department stakeholder sessions will also be done at certain points to review/prototype future processes.</p>	<ul style="list-style-type: none"> <li>• Euna primary owner</li> <li>• Client to contribute to initial forms required, including form design</li> <li>• Client to provide screenshots and examples of reports.</li> <li>• Client will assist in report development, as this is the first part of knowledge transfer</li> <li>• Client project team members will observe and participate in configuration</li> </ul>
3	Security	<ul style="list-style-type: none"> <li>• Review Security Policies</li> <li>• Engage internal Client Security Team if applicable</li> <li>• User security configured and tested</li> <li>• SSO setup</li> </ul>	<p>Identify roles, create users, configure, and test user role security. Single sign-on (SSO) will be setup.</p>	<ul style="list-style-type: none"> <li>• Client will identify users</li> <li>• Euna will create roles, load users</li> <li>• Client will test user role security</li> <li>• Client will test SSO</li> </ul>
3	Initial Interface Configuration	<ul style="list-style-type: none"> <li>• Review existing interfaces</li> <li>• Create master interface list</li> <li>• Configure Euna Budget interfaces as applicable</li> </ul>	<p>Data interfaces are created based on availability of converted data and established configuration in the financial tables. Modified budgets, actuals, encumbrances will flow to Euna Budget. Develop any required crosswalks for consolidating revenue sources and accounts.</p>	<ul style="list-style-type: none"> <li>• Euna primary owner</li> <li>• Client to contribute to master interface list</li> <li>• Client to configure any Client-side interfaces as applicable</li> </ul>
3	Initial Form Testing	<ul style="list-style-type: none"> <li>• Tested and validated initial forms.</li> </ul>	<p>See Exhibit B, Section 2.1.8.</p>	<p>Client and Euna will share testing responsibility.</p>

**Milestone 3 Complete – Initial Form Development (April 2026)**

Milestone	Phase and Activities	Deliverables	Description	Owner
<b>Acceptance Criteria:</b>				
<ul style="list-style-type: none"> <li>At least two (2) forms configured and tested.</li> <li>Initial reports associated with configured forms designed and tested.</li> <li>Configuration / Playback workshops in reference to the completed forms.</li> <li>SSO validated, user security configured</li> <li>System Admin Guide initiated.</li> </ul>				
4	Personnel Cost Forecasting (PCF)	<ul style="list-style-type: none"> <li>PCF process workshops to define forecasting requirements</li> <li>Build forecast calculation and salary estimator tool</li> <li>Personnel data conversion and validation</li> <li>First year projection complete</li> <li>System Admin Guide updates</li> </ul>	All personnel data and benefits are loaded, salary and employee benefits (S&EB) calculated. First year projection complete and customer sign off. Configuration of PCF processes, forms and reports begins.	<ul style="list-style-type: none"> <li>Euna primary owner</li> <li>Client to provide all PCF data – job class, benefits and categories, position data, employee data, etc.</li> <li>Client will validate, review and fix verification errors,</li> <li>Client will execute PCF projection and validate results</li> </ul>
4	Testing – PCF Projection	<ul style="list-style-type: none"> <li>PCF projection tested and validated.</li> </ul>	See Exhibit B, Section 2.1.8.	See Exhibit B, Section 2.1.8.
4	Training – PCF Projection	<ul style="list-style-type: none"> <li>PCF projection training complete.</li> </ul>	See Exhibit B, Section 2.1.9.	See Exhibit B, Section 2.1.9.
<b>Milestone 4 Complete – PCF Projection Ready (August 2026)</b>				
<ul style="list-style-type: none"> <li>First year personnel projection complete and validated by Client.</li> <li>Personnel data loaded, reviewed and validated by Client.</li> </ul>				
5	Operating Budget Forms	<ul style="list-style-type: none"> <li>Operating budget process workshops</li> <li>Configuration and Playback sessions – operating budget</li> </ul>	Continue to develop identified forms including measures and stages, base budget, decision packages, allocations, forecast adjustment forms,	<ul style="list-style-type: none"> <li>Euna will configure forms</li> <li>Client will provide 2-3 functional budget staff to be trained; if the Client wishes for IT to</li> </ul>

Milestone	Phase and Activities	Deliverables	Description	Owner
		<ul style="list-style-type: none"> <li>All identified forms configured and tested.</li> <li>System Admin Guide updates</li> </ul>	performance measures, etc.	<ul style="list-style-type: none"> <li>be involved, this is supported as well.</li> <li>Client will review</li> <li>Euna and Client will test</li> </ul>
5	Operating Budget Report Development	<ul style="list-style-type: none"> <li>Reporting workshops</li> <li>Client identified reports developed</li> </ul>	Euna will review current report inventory, create priority list, setup security and configure reports.	<ul style="list-style-type: none"> <li>Euna primary owner</li> <li>Client to provide report priority list</li> </ul>
5	Testing -Operating Budget	<ul style="list-style-type: none"> <li>Operating Budget form testing complete.</li> </ul>	See Exhibit B, Section 2.1.8.	See Exhibit B, Section 2.1.8.
5	Training -Operating Budget	<ul style="list-style-type: none"> <li>Train End-Users on operating budget processes and forms.</li> </ul>	See Exhibit B, Section 2.1.9.	See Exhibit B, Section 2.1.9.
<p><b>Milestone 5 Complete– Operating Budget Go-Live (November 2026)</b></p> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>All Operating Budget forms tested, validated and approved by Client.</li> <li>Reports pertaining to Operating Budget validated and approved by Client.</li> <li>Training on Operating Budget forms and processes, and reports complete.</li> </ul>				
6	Capital Planning Forms and Reports	<ul style="list-style-type: none"> <li>Capital process workshops</li> <li>Capital Request forms configured</li> <li>System Admin Guide Updates</li> </ul>	Scope, design and build forms to capture Capital Project Requests.	<ul style="list-style-type: none"> <li>Euna primary owner – to design and configure capital forms.</li> <li>Client will provide current process documentation</li> <li>Client and Euna will test</li> </ul>
6	Testing – Capital Planning	<ul style="list-style-type: none"> <li>System Testing</li> <li>Integration Testing</li> <li>Complete/ Test User Guides</li> </ul>	System test using developed user guides to test actual usage. This includes report testing, security and workflow	See Exhibit B, Section 2.1.8.



Milestone	Phase and Activities	Deliverables	Description	Owner
			testing, and testing all integration points to ensure data can be transmitted and received in both directions without errors.	
6	Training – Capital Planning	<ul style="list-style-type: none"> <li>• Train End-Users on Capital Planning</li> </ul>	End-user training is recommended as just-in-time training and times may vary depending on different process timelines.	See Exhibit B, Section 2.1.9.
<b>Milestone 6 Complete – Capital Planning Go-Live (November 2026)</b> <b>Acceptance Criteria:</b> <ul style="list-style-type: none"> <li>• Capital Planning forms tested and approved by Client.</li> <li>• Capital Planning reports validated and approved by Client.</li> <li>• Capital Training complete</li> </ul>				
7	Internal Services Discovery Workshops	<ul style="list-style-type: none"> <li>• Internal Services Process Workshops</li> <li>• Report Reviews</li> <li>• Configuration and Playback workshops</li> <li>• System Admin Guide updates</li> </ul>	The Discovery workshops will be used to conduct process reviews and visioning of desired solution. Specific workshops will be held for each process, as needed to identify desired future state, and incorporate best practices. These sessions will include report reviews as reports will help drive configuration of Internal Services.	<ul style="list-style-type: none"> <li>• Euna primary owner</li> <li>• Client to provide current process documentation including reports and attend workshops, 1-3 Client personnel who understand the Internal Services process.</li> <li>• Client to provide input into the Implementation Guide and project plan.</li> <li>• Client project team members will observe and participate in configuration.</li> </ul>
7	Budget Management	<ul style="list-style-type: none"> <li>• Budget Management forms and processes configured.</li> </ul>	Conduct configuration and playback sessions soon after Process workshops.	<ul style="list-style-type: none"> <li>• Euna primary owner.</li> <li>• Client to provide current process documentation and</li> </ul>

Milestone	Phase and Activities	Deliverables	Description	Owner
		<ul style="list-style-type: none"> <li>Associated budget management reporting complete.</li> <li>System Admin Guide updates</li> </ul>	Client project team members will observe and participate in configuration.	attend workshops, 1-3 Client personnel who understand the budget management processes.
7	Budget Forecasting	<ul style="list-style-type: none"> <li>Budget Forecasting configured.</li> <li>Associated reporting complete.</li> <li>System Admin Guide updates</li> </ul>	Conduct configuration and playback sessions soon after Process workshops. Client project team members will observe and participate in configuration.	<ul style="list-style-type: none"> <li>Euna primary owner</li> <li>Customer to provide current process documentation and attend workshops, 1-3 Customer personnel who understand the budget forecasting process.</li> </ul>
7	Testing - Budget Management	<ul style="list-style-type: none"> <li>Budget Management forms and processes tested.</li> </ul>	See Exhibit B, Section 2.1.8.	See Exhibit B, Section 2.1.8.
7	Training – Budget Management	<ul style="list-style-type: none"> <li>Train End-Users on budget management processes and forms.</li> </ul>	See Exhibit B, Section 2.1.9.	See Exhibit B, Section 2.1.9.

**Milestone 7 Complete – Budget Management Go-Live (January 2027)**

**Acceptance Criteria:**

- Budget Management forms and processes tested and approved by Client
- Training on Budget Management components complete.

8	Performance Measures	<ul style="list-style-type: none"> <li>Performance Process Workshops</li> <li>List of required reports</li> </ul>	Scope, design, and build forms to capture performance goals and metrics as well as budget initiatives.	<ul style="list-style-type: none"> <li>Euna primary owner</li> <li>Client to provide current process documentation and attend workshops, 1-3 Client personnel who understand the full budget life cycle</li> </ul>
---	----------------------	---	--	--

Milestone	Phase and Activities	Deliverables	Description	Owner
8	Configuration & Playback Sessions	<ul style="list-style-type: none"> <li>• Configuration</li> <li>• Playback Workshops</li> <li>• Report Creation</li> <li>• System Admin Guide updates</li> </ul>	<p>Conduct configuration and playback sessions soon after Discovery workshops. Client project team members will observe and participate in configuration. Department stakeholder sessions will also be done at certain points to review/prototype future processes.</p>	<ul style="list-style-type: none"> <li>• Euna primary owner</li> <li>• Client to contribute to how many and type of forms needed, including form design and data needed</li> <li>• Client to contribute to how many and type of report needed including report design and data needed. Provide screenshots and examples of reports</li> <li>• Client will assist in report development</li> <li>• Client project team members will observe and participate in configuration</li> </ul>
8	Report Development and Training	<ul style="list-style-type: none"> <li>• Reporting Training</li> <li>• Report development</li> </ul>	<p>Euna trains Client users on how to make reports to enable Client participation in report configuration activities and on-going support.</p>	<ul style="list-style-type: none"> <li>• Euna primary owner</li> <li>• Client 2-3 functional budget staff will be trained; if the Client wishes for IT to be involved, this is supported as well</li> </ul>
8	Testing – Performance Measures	<ul style="list-style-type: none"> <li>• System Testing</li> <li>• Integration Testing</li> <li>• Complete/Test User Guides</li> </ul>	<p>See Exhibit B, Section 2.1.8.</p>	<p>See Exhibit B, Section 2.1.8.</p>
8	Training - Performance Measures	<ul style="list-style-type: none"> <li>• Train End-Users on Performance Measures.</li> </ul>	<p>See Exhibit B, Section 2.1.9.</p>	<p>See Exhibit B, Section 2.1.9.</p>

**Milestone 8 Complete –Performance Measures Go-Live (January 2027)**

**Acceptance Criteria:**

- Performance forms and processes tested and approved by Client
- Training on Performance components complete.

Milestone	Phase and Activities	Deliverables	Description	Owner
9	Print Publishing	<ul style="list-style-type: none"> <li>Budget Book preparation.</li> </ul>	Building and training on template for Proposed Budget Book.	Euna to build template with Client, training throughout the process.
9	Testing – Print Publishing	<ul style="list-style-type: none"> <li>System Testing</li> <li>Integration Testing</li> <li>Complete/Test User Guides</li> </ul>	See Exhibit B, Section 2.1.8.	See Exhibit B, Section 2.1.8.
9	Training – Print Publishing	<ul style="list-style-type: none"> <li>Train End-Users on creating Budget Books</li> </ul>	See Exhibit B, Section 2.1.9.	See Exhibit B, Section 2.1.9.

**Milestone 9 Complete – Publishing – Proposed Book Complete (May 2027)**

**Acceptance Criteria:**

- Client has validated data accuracy with budget calculations displaying correctly and syncing properly.
- Data integration has been tested and validated.
- Proposed and Approved Budget Book templates completed

10	Print Publishing	<ul style="list-style-type: none"> <li>Budget Book preparation.</li> </ul>	Building and training on template for Approved Budget Book.	Euna to build template with Client, training throughout the process.
10	Testing – Print Publishing	<ul style="list-style-type: none"> <li>System Testing</li> <li>Integration Testing</li> <li>Complete/Test User Guides</li> </ul>	See Exhibit B, Section 2.1.8.	See Exhibit B, Section 2.1.8.
10	Training – Print Publishing	<ul style="list-style-type: none"> <li>Train End-Users on creating Budget Books</li> </ul>	See Exhibit B, Section 2.1.9.	See Exhibit B, Section 2.1.9.

**Milestone 10 Complete – Publishing – Approved Book Complete (December 2027)**

**Acceptance Criteria:**

- Client has validated data accuracy with budget calculations displaying correctly and syncing properly.
- Data integration has been tested and validated.
- Proposed and Approved Budget Book templates completed

11	Transparency	<ul style="list-style-type: none"> <li>Provision transparency site</li> <li>Configure visualizations</li> </ul>	Euna will assist in configuring OpenBook core “Visualizations” and	Euna to provision and provide initial configurations alongside Client.
----	--------------	---	--	--

Milestone	Phase and Activities	Deliverables	Description	Owner
			“Stories” to a limit of 10 hours of consulting time	
11	Testing – Transparency	<ul style="list-style-type: none"> <li>Data integration tested and validated</li> <li>Reports validated</li> </ul>	See Exhibit B, Section 2.1.8.	See Exhibit B, Section 2.1.8.
11	Training – Transparency	<ul style="list-style-type: none"> <li>Train Admin Users on Transparency</li> </ul>	See Exhibit B, Section 2.1.9.	See Exhibit B, Section 2.1.9.
<b>Milestone 11 Complete – Transparency Go-Live (December 2027)</b>				
<b>Acceptance Criteria:</b>				
<ul style="list-style-type: none"> <li>Transparency website has been tested and validated by Client.</li> </ul>				
<b>Post-implementation</b>	Post Go-Live Support – thru first budget cycle	<ul style="list-style-type: none"> <li>Support delivered to Budget Office</li> </ul>	Euna Implementation team provides support through first budget cycle and assists with first rollover and any year 1 updates.	Euna is primary owner here.

## 4.0 Euna / ERP Integration

Euna will work with Cognizant to integrate BFM with the Client’s Workday solution as defined below:

Euna will establish an integration between Euna Budget and the Workday Systems. The integration shall import the Chart of Accounts, financial actuals and amended budget data required to support the budgeting process and create a file to load data back into the Financial System. We will also standardize the intake of HR data files to kick off the new budget cycle. The integration shall be stable and reliable in a production environment, without any defects

## 5.0 Client Implementation Activities

The following defines the scope of the Client’s implementation activities. The activities identified below are critical for successful implementation and on-going system administration. Depending on the calendar time assigned to the project, the Client will need to dedicate between .25 and .5 FTE with some peak times near 1 FTE. Client activities include:

- A System Administrator is identified prior to project start and participates in knowledge transfer activities for the duration of the project. Optional: A backup System Administrator is recommended, but not required.
- Upload and verify chart of accounts and required attributes. Organize hierarchy tables and assign group aggregation levels.
- Verify import of financial data
- Verify import of HR data
- Verify Personnel Cost Forecasting projection results
- Test all budget forms
- Set up security with Euna support
- Create End User Guides for each process with Euna support (templates are provided)
- Conduct End User training
- Develop the System Administration Guide with Euna support. This is done iteratively throughout the project.
- Test reports
- Develop reports as required to supplement the project team
  - Report review will be conducted for list of required reports
  - Report creation will be divided up by complexity with consideration of time Client can devote to project
  - Report creation is a non-technical exercise

## 5.1 Project Staffing

A Client team is typically comprised of two (2) main resources, who are designated as the future system administration lead and backup. Depending on their expertise, they will work on different parts of the project. In addition, a capital resource is typically provided since that is specialized with most of our clients. Over the course of the project, these resources learn BFM and help to configure and implement the solution, which empowers them to administer the system after Go-Live. These resources will be assigned to the project approximately half-time over the course of the implementation. During busy budget preparation times, these resources often revert to their budget assignments and the project slows during those planned periods.

Euna suggests the Client staff the project with the personnel listed below. For each assigned role, the estimated FTE's is only during the actual project. Only the System Administrator has on-going time commitment.

- **System Administrator (.5 FTE)** – The individual who will administer the system should also lead the project or be heavily involved with the project. This person, if possible, can also serve as the client project manager. The preferred skill set of

the System Administrator is an intimate knowledge of most operating budget processes at a level where most project decisions can be made by this individual.

- **Budget SMEs (.25 FTE)** – There will be targeted workshops on processes such as capital, revenue, budget management, public works and publishing that will require additional staff to participate. Generally, each area will have 2-4 workshops over the course of the Implementation Analysis as well as occasional participation in configuration review and testing. There is no time commitment for on-going sustainment.
- **Report Developers (.25 FTE)** – For sustainment, Budget SMEs will be trained along with system administrators in how to build their own reports, add chart of accounts and other common functions that can be distributed beyond the system administrators. Report Developers will build specialized budget reports for unique budget situations post Go-Live.
- **Departments** – Departments can be involved to help with early acceptance testing. Specific department processes are not in scope.

## 6.0 Change Management

### 6.1 Knowledge Transfer

Knowledge transfer takes place throughout the project, most of which is delivered ‘just in time’ for each functional activity. Our Euna Budget Implementation Methodology ensures the budgeting system will not only meet the requirements identified in the RFP, but may also identify additional user needs not yet identified or even considered.

For example, the Euna Budget team will initially load your chart of accounts, demonstrating each step of the process for your team. Your project team will follow using the jointly developed Euna Budget System Administration Guide to practice loading the chart of accounts and test the results. This knowledge transfer process also facilitates refinements to the Administration Guide to ensure your team has the written resources needed to be successful post-implementation.

#### 6.1.1 Euna Budget Project Training

The Euna implementation team will train Client personnel on key areas of the system. For example, when budget forms are configured, the Client will configure these alongside the Euna team and test the results. By the end of the implementation, all functionality used by the Client will be covered.

### **6.1.2 Software User Guides**

Euna delivers Software User Guides for major functional areas that contain click-by-click instructions on how to navigate, save, delete, and import data where relevant. These are generic guides and do not include client-specific documentation.

### **6.1.3 System Administration Guide**

The System Administration Guide is a client-specific configuration guide that details how the Client will maintain the system. This will include specific tasks, such as how to add a new organization. It is typically not click-by-click; a typical guide item would note that to create an org, these 5 attributes are required and for what reason. The Guide is created by the Client with Euna support. Euna will provide an existing template, which is then jointly modified to accurately reflect the Client's configuration and processes.

### **6.1.4 Reporting**

Reports will be created throughout the project, starting in the first weeks. Euna is ultimately responsible for ensuring all reports are configured.

Initial reports will be ad hoc in nature to test conversions. Subsequently, more 'standard' and formatted reports will be created. Reporting knowledge transfer is critical for long-term maintenance of the solution, since new reports are required frequently. In order to build this expertise, the Client will configure reports alongside our team throughout the project. Euna will work with the Client to determine assignments and will train and support Client in the creation of reports. Euna will likely make some reports without client involvement; in this case, Euna will train the Client on any needed configuration to understand how the report is set up. The Client will test all reports for accuracy.

### **6.1.5 Reporting Overview**

Early in the project, Euna delivers the Reporting Overview session. This course is designed to demonstrate the solution reporting capabilities including navigation, filtering, and export options, and an overview of the data model. We will review the importance of hierarchies and groups and discuss how Measures work. Up to 2 sessions are included.

This instructor-led course is 2 hours in duration for up to 12 participants per course.

### **6.1.6 Reporting Administration**

This course will provide instruction on the administration of the reporting environment including security and document maintenance. This course is offered to the reporting administrator (and a highly recommended back-up administrator). Following this training, the Client will work with Euna to set up and test security for reporting.



This instructor-led course is 2 hours in duration for up to 3 participants per course.

### 6.1.7 Euna Publishing Administration

For clients using Euna Publishing, Euna will deliver Euna Publishing administration training to ensure clients can maintain the delivered publications. This course will provide instruction on the administration of the publishing environment including security, variable management, directories, and book hierarchies. This course is offered to the publishing administrator (and a highly recommended back-up administrator).

This instructor-led course is 1 hour in duration for up to 3 participants per course.

## 6.2 Client Engagement

Clients will create user groups at their discretion to ensure users are aware of the project and have an opportunity to provide feedback throughout the process. Following is our recommended approach.

### 6.2.1 Client Engagement Process

Configuration reviews are performed iteratively throughout the project. The process flow will be the same for each iteration, starting with our small project team and expanding to the larger groups.



Our goal is to produce real outputs early in the project to allow for immediate Client involvement. The project plan created for each project will include the review steps noted above. For example, a project may have:

- Review 1: Base budget form and initial conversion, Reporting Overview
- Review 2: Operating Budget forms
- Review 3: Operating Reports
- Review 4: Capital Budget forms and reports
- Review 5: Budget monitoring and execution

### 6.2.2 Core Project Team

The Core Project team consists of 2-4 people who are the primary members of the implementation team. They will attend design workshops and create the initial configuration.

The Core Project team will have experts in each functional area based on the project scope, including:

- Operating budgeting
- Capital budgeting
- Personnel budgeting
- Performance measures
- Reporting
- Publishing

***Time Commitment (Per participant, will vary based on assignments):***

- Workshops: 80 hours
- Configuration and Conversion Reviews: 160 hours
- System training (receiving): 120 hours
- Reporting training (receiving): 16 hours
- End User Training Document Preparation or Review: 80 hours
- Core Project Team Training: 24 hours

Typical team size: 3

### **6.2.3 Budget Office Team**

The Budget Office Team will be comprised of representatives (or the full team) who will review key configuration throughout the project. During workshops, the Budget Office team may be brought in to participate in sessions pertaining to their areas of expertise. The Core Project Team will present to the Budget Office Team the proposed processes, workflows, forms, and reports to obtain feedback. The Budget Office Team will be trained by the Core Project Team prior to End User training.

***Time Commitment (Per participant):***

- Workshops: 8 hours
- Configuration Reviews: 8 hours
- Training Document Preparation or Review: 16 hours
- Training (receiving): 8 hours

Typical team size: 6

### **6.2.4 Agency/ Department Team**

The Core Project Team will create a group of department representatives, typically some from smaller and larger departments, who represent different types of users of the system. During workshops, the Department Team will participate in targeted sessions, such as those pertaining to Department workflows and internal service charges.

The Core Project Team or Budget Office Team will present the configuration to the Agency/Department Team to solicit feedback throughout the engagement.

***Time Commitment (Per participant):***

- Workshops: 8 hours
- Configuration Reviews: 8 hours
- Training Document Preparation or Review: 16 hours
- Training (receiving): 8 hours

Typical team size: 8

### **6.2.5 End User Group**

The Core Project Team will determine the roster of End users of the system. The Team will send out periodic updates on the project, including key activity dates. There are at least 2 presentations made to the End User Group. The first will be after the initial round of configuration is made, showing users how to use a base-style budget form and reports that show converted data. This will inform users of new look and feel and allow for initial feedback. The second meeting is typically held after a substantial amount of configuration is completed and will present a more holistic view of the configured solution.

***Time Commitment (Per participant):***

- Attending presentations: 3 hours

Typical team size: 150

## **6.3 User Training**

### **6.3.1 Training Guides**

Regardless of training delivery method, Euna and the Client will work together to create Training Guides from a template provided by Euna. These guides will have an overview of the process and detailed instructions on how each form or function works. These may be supplemented by Quick Reference guides (1 page cheat-sheets) or other types of job aids.

### **6.3.2 Training – Train the Trainer**

Prerequisite: Review of End User training guides is completed before the class begins

Regardless of training approach, budget office staff will be trained to be trainers. If End User training is delivered, the Budget Office Team will deliver this training. If there is no additional formal training for end users, this training will still be used to help support labs and answer questions from departments throughout the process.

This class will include:

- Policies and procedures overview (Client-led)
- System overview
- Review all forms and their purpose
- Practice – each different type of form will be used by the team in class
- Training Guides – we will follow Training Guides to ensure they are complete and accurate

This instructor-led course is 4 hours in duration for up to 8 participants per course.

### **6.3.3 Training – Standard**

Prerequisite: Training the Trainer classes

Euna’s recommended approach is specifically designed to support large group training for budgeting. Nearly all clients have a budget kickoff each year. Our training combines this kickoff with system training.

The Core Project Team will work with Euna to create materials that are click-by-click and specific to the exact forms and processes used by the client. Materials will be sent out to end users and will be available in the application.

End User training will be done in 1-4 large-group settings, either virtually, in a large meeting area, or both. The first part of the training is a review of budget policies / budget instructions for the year. This will be followed by a system demonstration, showing how forms are used and how reports and other processes are used. The session will involve questions / answers throughout. Training is recorded for those who cannot attend.

Following end user meetings, the Core Project Team and Budget Office team will host in-person Budget Labs or hold sessions for hands-on training.

### **6.3.4 End User Training – Client Delivered**

Prerequisite: Training the Trainer classes

Clients determine if this optional training is required, based on what they know of their processes and end users. If End User Training is required, the Budget Office Team, supported by the Core Project Team, will deliver training. Classes will follow End User training guides.

This instructor-led course is 2 hours in duration for up to 12 participants per course. If there is a single instructor with no in-room support, Euna recommends no more than 8 per course.

## 7.0 Standard Support

Euna provides different levels of support for our clients on a subscription basis. Support packages cover a full fiscal year, with built-in assumptions of your more critical, busier times as well as slower times of the budget cycle.

Standard Support assumes a Client Euna Budget System Administrator is trained in the system and that Euna provides support to this Client Administrator. The Client Administrator will perform most administrative tasks but may need support with new processes. Questions about data may arise and the Client Administrator will perform all due diligence and document their analysis and present this to the Euna support team. Client Administrators will triage incoming questions and submit to Euna Support any attempts to recreate the issue and full details around the questions. Client Administrators are responsible for training end users and any replacement Client Administrators. Standard support assumes that the Client Administrator will update documentation, including the administrative guides. This level of Standard Support is included with the BFM software subscription.

Standard Support includes 40 hours of support in the first year, then 25 hours per year for subsequent years and includes the functions in the table below.

Category	Standard Support Functions
Rollover	Perform annual rollover or support BFM Administrator in annual rollover process to prepare the systems for the next budget cycle.
Rollover	Universe support for annual rollover
Rollover	Copy Production to Development or Test environment as part of the annual rollover process
Support	Help desk for BFM Administrator to submit and receive resolutions to system issues
Support	Guidance for client BFM Administrator with configuration of new budget forms or other processes
Reporting	Guidance for client BFM Administrator in creating complex reports
Training	Access to Euna Spotlights and training recordings library

Standard support communications should be directed to [help.Euna@eunasolutions.com](mailto:help.Euna@eunasolutions.com).

### 7.1 Assumptions

- The majority of work will be conducted offsite.
- The Client team will provide support related to Financial, HR, or other source/target systems during integration configuration.
- Client to provide timely decisions

- Client staff available to attend workshops and complete assigned tasks per project plan timelines

## 8.0 Optional Services

### 8.1 Enhanced Support

Euna offers the following additional support for Euna Budget:

- Enhanced Support
- Full Administration Support
- Publishing Administration support.

Enhanced Support and Full Administration Support are sold on an annual basis, covering a full 12-month budget cycle for which the Client determines the start date. The Client can add, change, or end Enhanced Support or Full Administration Support each year upon renewal.

#### Enhanced Support Subscription

Enhanced Level Support assumes the client has a Euna Budget System Administrator who serves as Level 1 support and uses our Euna Budget Support Team to augment System Administration duties.

#### Full Administration Support Subscription

Full Administration Support assumes the client does not have a Euna Budget System Administrator during the contract year or the Administrator may be new to the role and will receive training during this cycle. Full administration support includes all items above included in Standard and Enhanced support as well as:

The Support Matrix below details what is included in Standard Support (included) and Enhanced Support subscriptions.

Support Category	Support Item	Standard Support Subscription	Enhanced Support Subscription	Full Administration Support Subscription
Rollover	Perform annual rollover or support Euna Budget Administrator with annual rollover	X	X	X
Rollover	Universe support for annual rollover	X	X	X
Rollover	Copy Production to Development or Test environment as part of rollover process	X	X	X
Support	Help desk for Euna Budget Administrator to submit and	X	X	X

Support Category	Support Item	Standard Support Subscription	Enhanced Support Subscription	Full Administration Support Subscription
	receive resolutions to system issues			
Support	Guidance for Euna Budget Administrator with configuration of new budget forms or other processes	X	X	X
Reporting	Guidance for Euna Budget Administrator in creating complex reports	X	X	X
Training	Access to Euna Spotlights and training recordings library	X	X	X
PCF	Assist with PCF setup, data loads and verification		X	X
Support	Support the Euna Budget Administrator in data loads / Admin uploads and data verification		X	X
Support	Configure Widgets		X	X
Support	Dedicated working sessions with client Euna Budget team to review/resolve issues.		X	X
Reporting	Support with annual publication reports (excluding Euna Publishing)		X	X
Training	Euna will provide training, if needed, to the Euna Budget Administrator		X	X
System Admin	Perform all system administration functions, such as rollover, stage advancing, importing data, running BCS / Allocations / other admin processes, create new admin processes, and maintain security roles			X
System Admin	Review and update documentation, including the Administration Guides			X
System Admin	Set up forms for the year / for each cycle (create budget forms)			X

Support Category	Support Item	Standard Support Subscription	Enhanced Support Subscription	Full Administration Support Subscription
System Admin	Execute Admin Processes used in configuring budget cycle			X
PCF	Load PCF data and run initial projections. Euna runs initial checks, followed by client verification			X
PCF	Assist with creating PCF "What-If" Scenarios			X
Support	Support the Budget Office with data verification and balancing			X
Support	Euna will act as a help desk to the Budget Office team and can help end users if the Budget Office cannot support requests			X
Support	Euna can hold virtual office hours (open house) to help end users			X
Report Development	Euna will develop new reports as needed			X
Training	Euna will provide training, if needed, to a new Euna Budget Administrator or Budget Office staff			X
Training	Provide web-based training refreshers for end-users			X

## 8.2 Support Option Pricing

Support Subscription	Description	Annual Subscription Cost
Enhanced Support Subscription (Annual)	Client has a Budget Enterprise System Administrator who serves as Level 1 support. Euna Budget Enterprise Support Team utilized to augment System Administration duties.	\$66,126



Support Subscription	Description	Annual Subscription Cost
Full Administrative Support Subscription (Annual)	Euna performs all administrative tasks for the Client. Typically used if the client experiences turnover of trained resources.	\$132,252

## Exhibit C

### Implementation Milestone Completion Sign-off Form

The table below lists the Euna Budget Enterprise project milestone(s) that were approved by Ramsey County during the month of \_\_\_\_\_ totaling \$ \_\_\_\_\_ which will be invoiced upon acceptance. The approval of the milestone(s) is based on the completion of the associated activities and deliverables as identified in the current approved Euna Statement of Work (SOW), Exhibit A, Section 3.2. This sign-off form will accompany the invoice for submission of payment.

#### Project Milestone Completed and Approved for Invoicing

Milestone Number	Milestone Name	Milestone Description	Milestone Amount
<b>TOTAL</b>			

#### Signatures

**Ramsey County | Acceptance Signature 1**

Clients Name: \_\_\_\_\_

Client's Title: \_\_\_\_\_

Client's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Ramsey County | Acceptance Signature 2 (optional)**

Clients Name: \_\_\_\_\_

Clients Title: \_\_\_\_\_

Client's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Euna Solutions | Acceptance Signature**

Responsible Name: \_\_\_\_\_

Title: Project Lead

Responsible Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit D

### Client Functional and Technical Requirement Matrices

The budgeting requirements from RFP # BA0000001966 have been included below for reference purposes. Euna’s response is included under “Availability”. Where budgeting functionality is provided by the core ERP System, availability is marked as “[Workday]”.

#	Functional Area	Use Case	Requirement	Availability
270	Budget	Create a budget request	Users can submit budget requests for approval.	Y - Yes
271	Budget	Create a budget request	Users can view their previously denied budget requests.	Y - Yes
272	Budget	Create a budget request	Budget requests can be zero based or based on prior year budget, actuals, or forecast.	Y - Yes
273	Budget	Create a budget request	System allows users to choose to copy previous year's budget request into the new request by each line item.	Y - Yes
274	Budget	Create a budget request	System copies notes associated with line items copied from the previous budget.	Y - Yes
275	Budget	Create a budget request	System allows users to calculate line item request by taking a percentage of the previous year's budget.	Y - Yes
276	Budget	Compile budget requests	System can maintain multiple versions of requested, recommended, and approved budgets.	Y - Yes
277	Budget	Create a budget request	Users can link specific expenditures to specific revenue sources in their budget requests.	Y - Yes
278	Budget	Create a budget request	Users can create detailed line item descriptions for each budget line.	Y - Yes
279	Budget	Create a budget request	Ability to allow for departmental budget entry in an account listing style, such as by account, functional area, etc.	Y - Yes
280	Budget	Compile budget requests	Ability to approve all requested budget amounts at the same time, or all requests for a defined department or account range.	Y - Yes
281	Budget	Compile budget requests	Ability to configure security access to budget development and view based on department and organization.	Y - Yes
282	Budget	Create a budget request	Ability to customize budget scenarios based on specific department scenarios and global scenarios (E.g., global increase, department % decrease).	Y - Yes

283	Budget	Compile budget requests	Ability to perform budget preparation global changes (e.g. fringe benefits, merit increases, inflation).	Y - Yes
284	Budget	Compile budget requests	Ability to allocate costs globally or to individual departments based upon percentage increase/decrease.	Y - Yes
285	Budget	Compile budget requests	Ability to allow for users to input and view internal review comments per budget item/line.	Y - Yes
286	Budget	Create a budget request	Ability to identify capital items in the budget with a capital item descriptor, specific to accounts.	Y - Yes
287	Budget	Create a budget request	Ability to generate proposed budget data by extrapolating multi-year historical financial data, prior year budget, and prior year adjusted budget, using user-defined criteria/specifications.	Y - Yes
288	Budget	Compile budget requests	Ability to limit changes within the unadopted budget after a certain point in the budget process has been reached, and require appropriate user authorization to implement any changes.	Y - Yes
289	Budget	Create a budget request	Ability to limit user entry of specific accounts vs. central office budget planning (salaries).	Y - Yes
290	Budget	Create a budget request	Ability for users to customize the budget entry view to include previous entries, current year amounts to date, and budget-to-actuals variances.	Y - Yes
291	Budget	Create a budget request	Ability to set a default budget entry view.	Y - Yes
292	Budget	Create a budget request	Ability for users to directly inquire by account on current and prior years actual activity during budget entry (i.e. drilldown on financial detail).	Y - Yes
293	Budget	Create a budget request	Ability to import developed budget information, developed in Excel, into the budget planning system. Users can use the upload process for some line items and enter other line items via budget entry screen.	Y - Yes
294	Budget	Create a budget request	Ability to update actual data from ERP GL to budget tool on a user-defined cadence with role security.	Y - Yes
295	Budget	Create a budget request	Ability to maintain prior years' departmental and overall budgets for viewing until staff decides to archive.	Y - Yes

296	Budget	Create a budget request	Ability to use historical budget and actual data to create "what if" scenarios which can be archived for future reference.	Y - Yes
297	Budget	Create a capital budget	Users can submit requests for capital projects to be included in the capital plan.	Y - Yes
298	Budget	Create a capital budget	Capital budgets can be prepared on a 6-year rolling basis.	Y - Yes
299	Budget	Create a capital budget	Users can specify expected funded sources when submitting capital project requests.	Y - Yes
300	Budget	Create a capital budget	Ability to classify capital project requests and provide reporting by classification or type (County can configure the categories).	Y - Yes
301	Budget	Create a capital budget	Ability to enter CIP general information and project categorization (e.g. description, map reference, notes).	Y - Yes
302	Budget	Create a capital budget	Ability to rank CIP projects based on selected criteria and score against this criteria.	Y - Yes
303	Budget	Create a capital budget	Ability to apply inflation factors to costs of CIP projects in years beyond the budget years.	Y - Yes
304	Budget	Create a capital budget	Ability to track budget and expense by project, sub-project, and phase.	Y - Yes
305	Budget	Budget for personnel	System can maintain record of positions that are currently vacant and allow for these positions to be included in the budget without assigning a person.	Y - Yes
306	Budget	Budget for personnel	System will allow one or more funding sources to be identified to cover the cost of an individual position and allow for a user-defined allocation by each funding source.	Y - Yes
307	Budget	Budget for personnel	Users can submit new position requests as part of the budget process.	Y - Yes
308	Budget	Budget for personnel	System can calculate position costs (wages and benefits) based on incumbent.	Y - Yes
309	Budget	Budget for personnel	System allows positions to be budgeted by a total dollar amount, FTE percentage, or total number of hours.	Y - Yes
310	Budget	Budget for personnel	System can calculate position cost for employee that is moving to a new position by including the salary of the new position and maintaining the employee's current benefit election costs.	Y - Yes
311	Budget	Budget for personnel	Ability to enter globally or provide calculation-only fields for: number of pay periods for upcoming budget year.	Y - Yes

312	Budget	Budget for personnel	Ability to enter globally or provide calculation-only fields for: Medicare calculation based on wages.	Y - Yes
313	Budget	Budget for personnel	Ability to enter globally or provide calculation-only fields for: retirement system calculation based on wages.	Y - Yes
314	Budget	Budget for personnel	Ability to enter globally or provide calculation-only fields for: workers' comp calculation based on the combination of wages and a fixed rate.	Y - Yes
315	Budget	Budget for personnel	Ability to enter globally or provide calculation-only fields for: health insurance costs.	Y - Yes
316	Budget	Budget for personnel	Ability to enter globally or provide calculation-only fields for: scheduled merit increases.	Y - Yes
317	Budget	Budget for personnel	Ability to enter globally or provide calculation-only fields for: scheduled cost of living adjustment (COLA).	Y - Yes
318	Budget	Budget for personnel	Ability to enter globally or provide calculation-only fields for: other pay factors as identified by County.	Y - Yes
319	Budget	Budget for personnel	Ability to perform position budgeting that includes the calculation of benefits specific to the type of position being budgeted. (i.e. benefits for new hire over 30 hours per week).	Y - Yes
320	Budget	Budget for personnel	System has integrated position budgeting functionality with the Payroll and HR modules.	Y - Yes
321	Budget	Budget for personnel	System can calculate "what-if" scenarios including raises and transfers performed during the budget development cycle.	Y - Yes
322	Budget	Budget for personnel	Ability to calculate preliminary salary and benefits for unapproved/requested positions.	Y - Yes
323	Budget	Budget for personnel	Ability to budget for hourly and seasonal partial-year positions and other non-full-time positions.	Y - Yes
324	Budget	Budget for personnel	Ability to budget for fixed term and limited term positions.	Y - Yes
325	Budget	Create budget forecast	Users can create revenue estimates based on prior year actuals and percentage change.	Y - Yes
326	Budget	Create budget forecast	System can store multiple budget forecasts.	Y - Yes
327	Budget	Create budget forecast	System maintains history of previous years' budget forecasts to facilitate comparisons between forecasted amounts and actual expenditures/revenues.	Y - Yes

328	Budget	Create budget forecast	System can generate multi-year expenditure forecasts based on budget data and user inputs (e.g. percentage increase from previous year, flat increase, etc.).	Y - Yes
329	Budget	Create budget forecast	Ability to perform budget forecasting that incorporates planned salary and benefit adjustments at an employee, position, or organization-wide level.	Y - Yes
330	Budget	Create budget forecast	Ability to provide forecast intervals for short-term (1-2 years), intermediate (3-4 years), and long-term (5 years) for the entire County as well as by object and department.	Y - Yes
331	Budget	Create budget forecast	Ability to perform budget forecasting that incorporates planned salary and benefit adjustments by either percentage, flat rate, or other variable to salaries and/or benefits provided by position, department, start and end date, or for other groups/all employees.	Y - Yes
332	Budget	Create non-financial performance measures	Ability to develop tables to accommodate input of performance measures (e.g., transactions processed, number of staff/customer, etc.).	Y - Yes
333	Budget	Create non-financial performance measures	Ability to establish non-financial strategic objectives and track actual performance against these objectives.	Y - Yes
334	Budget	Create non-financial performance measures	Ability to import files with defined file formats from other external systems into the performance budgeting system to reflect actual performance tracked in other external systems.	Y - Yes
335	Budget	Create non-financial performance measures	Ability to associate performance indicators and metrics to chart of accounts segments.	Y - Yes
336	Budget	Create budget book	System can create a budget book document using the approved budget data and historical data.	Y - Yes
337	Budget	Create budget book	System can create charts and graphs for the budget book using a connection to system data. If the data in the system is updated, the charts and graphs will automatically update.	Y - Yes
338	Budget	Create budget book	System can store multiple versions of the budget book.	Y - Yes

339	Budget	Control expenditures to remain within budget	System will allow budget control at varying levels and combinations of the chart of accounts (e.g., 3rd level of fund; 2nd level of organization, 1st level of general ledger account).	[Workday]
340	Budget	Control expenditures to remain within budget	System can control the budget by department by fund (e.g. department A can spend a total of \$100,000 in fund 1 and \$200,000 in fund 2).	[Workday]
341	Budget	Control expenditures to remain within budget	System can create alerts when a user will exceed a budgeted line item amount, but allow a transaction if it is under the budget control level threshold.	[Workday]
342	Budget	Control expenditures to remain within budget	Ability to perform funds availability checking at the project level or account level, based on configuration or if a project string is entered for a transaction.	[Workday]
343	Budget	Control expenditures to remain within budget	Ability to perform funds availability checking by WBS/Phases/Tasks (sub-units of project).	[Workday]
344	Budget	Control expenditures to remain within budget	Ability to view available budget during requisition/purchase order entry for any type of purchase order, journal entry, or accounts payable invoice transaction.	[Workday]
345	Budget	Control expenditures to remain within budget	Ability to support budget control rules by account (e.g. payroll accounts can be overspent).	[Workday]
346	Budget	Control expenditures to remain within budget	Ability to support budget warnings at the account level and project level.	[Workday]
347	Budget	Control expenditures to remain within budget	Ability to support budget checking and warnings performed on all system transactions (requisitions, purchase orders, journal entries, budget change requests, etc.).	[Workday]
348	Budget	Control expenditures to remain within budget	Ability to restrict transfers to/from specific accounts (e.g. Payroll).	[Workday]



349	Budget	Control expenditures to remain within budget	Ability to restrict budget transfer requests to specific accounts by user or department (e.g. can only request transfer from user's own department).	[Workday]
350	Budget	Adjust the budget	Users can request a transfer of budgeted funds between accounts, with workflow approval.	[Workday]
351	Budget	Adjust the budget	System maintains a history for all budget adjustments, so users can see the original budget and all amended budgets.	[Workday]
352	Budget	Adjust the budget	Ability to identify a budget adjustment as one-time (this year only) or permanent (affect future base budgets).	[Workday]
353	Budget	Adjust the budget	Ability to enter comments on budget adjustment requests.	[Workday]
354	Budget	Adjust the budget	Ability to record and track multiple different budget amendment types during the year and inquire on the adjustments after the fact (one-time vs. recurring, Board Letter, etc.).	[Workday]
355	Budget	Rollover the budget	Ability to view rollover encumbrance balances separate from current year budgeted amounts for an account.	[Workday]
356	Budget	Rollover the budget	Ability to liquidate a rollover encumbrance while restricting the liquidated amount from being added to the current year budgeted amount (e.g., cancel an outstanding purchase order from a previous year that has an encumbered balance remaining).	[Workday]
357	Budget	Report on the budget	Users can view budget to actuals by category, department, or fund.	Y - Yes
358	Budget	Report on the budget	System can create year-end estimates of expenses and revenues based on actual year to date amounts.	Y - Yes
359	Budget	Report on the budget	Ability to report on any budget version or type (e.g. show actuals, original budget, revised budget, etc. by account on a single report).	Y - Yes
360	Budget	Report on the budget	Ability to provide a public portal for disseminating budget information.	Y - Yes
361	Budget	Report on the budget	Budget authority associated with roll forward purchases orders from prior budgets that are not used are cancelled on an automated schedule.	[Workday]

362	Budget	Adjust the budget	Ability to place a customized cap on amount that can be moved within budget line item without prior approval from grantor (i.e. 10%). Include alert.	[Workday]
-----	--------	-------------------	--	-----------

**Exhibit E**  
**Service Level Agreement (SLA)**

# CLOUD-BASED SERVICES Service Level Agreement

## Euna Budget Enterprise

Effective 10/4/2024



# SERVICE LEVEL AGREEMENT FOR CLOUD-BASED SERVICES IN A PRODUCTION ENVIRONMENT

The following section sets out the Service Level Metrics applicable to Sherpa's cloud-based Services.

Metrics in this document apply to the service level for the hosting level: **Continental United States, Standard Availability Environment**. Vendor offers additional hosting levels with different metrics.

## 1. Definitions

**Subscriber** - The purchaser of the cloud-based services, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction.

**Vendor** - Sherpa Government Solutions

**Hosting Region** - Vendor offers hosting through Amazon Web Services (AWS) in two regions:

- US-EAST-1 – Virginia
- US-WEST-2 –Oregon

We locate each Subscriber closest geographically. Note that exact locations will not be provided (no addresses are available).

**Day** - A Day is a business day, excluding weekends and Vendor holidays.

**Business Hours** - Defined as 8:00am to 8:00pm EDST, Monday to Friday.

**Hour** - An Hour is defined as an hour within Business Hours. For example, if an incident is reported on Monday, 7:00pm EDST with a 4 hour response time, the incident response period is from Monday, 7:00pm EDST to Tuesday, 11:00am EDST. During critical Subscriber budget development times, Vendor will make commercially reasonable efforts to extend support outside of Business Hours.

### 1.1 Incident Definition

**Incident(s)** - Is an event that is not part of normal operations that disrupts an operational process or processes. An incident may involve the failure of a feature or service that should have been delivered or other type of operation failure.

### 1.2 Incident Priority Level Definitions

**Tier 1 Incidents** - Tier 1 incidents have a major impact on the Subscriber's ability to operate their entire business processes. No reasonable work-around or manual process is available.

**Tier 2 Incidents** - Tier 2 incidents include system or component failure or malfunction causing impact on Subscriber’s ability to operate significant business processes. A work-around or manual process may be available but is not a viable option for continued business operations.

**Tier 3 Incidents** - Tier 3 incidents include component failure or malfunction not causing impact on Subscriber’s ability to operate significant business processes. Work-around or manual processes are available.

**Tier 4 Incidents** - Low level incidents are cosmetic or ‘nice to have’ requests that have minimal impact on business processes. These will be prioritized and included in the standard release schedule when possible. No communication standard is assigned for this incident tier.

**1.3 Support Requests**

**Support Requests** - Subscriber’s support requests not relating to an incident will be responded to promptly. Start work and resolution times are dependent on the nature of the request. Support Requests do not have Service Metrics applied.

**2. Incident Response**

The Vendor will communicate with the Subscriber throughout the resolution period for Tier 1 and Tier 2 Incidents, ensuring that the Subscriber is aware of the estimated Resolution Time, and if they expect the resolution to exceed the Target Resolution Time. The Vendor will make commercially reasonable efforts to resolve Tier 1 and Tier 2 within the respective Resolution Time Targets.

The following standards apply to the response to and handling of incidents impacting customers.

Incident Priority Level		Tier 1	Tier 2	Tier 3
Response Within	Initial Response	1 hour	1 hour	4 hours
	Start Work	2 hours	4 hours	8 hours
	Resolution	4 hours	8 hours	4 days
Compliance Target		100%	100%	100%
Communication Methods		<ul style="list-style-type: none"> <li>Email to the Subscriber primary contact acknowledging the incident and process to resolve.</li> <li>Phone or email for follow-up communication.</li> <li>Communication through our Customer Support / ticketing system.</li> </ul>		

Vendor will provide Resolutions with the least disruption to business operations possible. This may be comprised of interim workarounds, ‘hot-fix’ changes, which do not require a software upgrade, or code changes that do require a software upgrade. Before applying any changes that would result in a software upgrade, Vendor will notify the Subscriber prior to proceeding and obtain approval. If a Subscriber selects to not receive the Resolution for any reason or wishes to delay the Resolution until a later date, the Incident is considered resolved for purposes of Service Metrics.

### 3. Notifications

#### 3.1 Event Notification

The following standards apply to notification of events that have happened or will happen.

Note: Whenever possible, planned outages are scheduled for overnights and weekends.

Level	Planned A	Planned B	Planned C	Unplanned A
Response	1 week prior	3 days prior	1 day prior	3 days after
Compliance Target	100%	100%	100%	100%
Communication Methods	<ul style="list-style-type: none"> <li>Email to the Subscriber primary contact notifying of the event.</li> <li>Phone available for follow-up communication.</li> </ul>			

#### 3.2 Notifications – Planned Events

Vendor will provide notification of planned maintenance and service depending on the impact to the customer and the duration of impact.

Maintenance Type	Communication Standard
Planned emergency outage.	Event Notification - Planned C
Planned emergency maintenance including but not limited to urgent patches.	Event Notification - Planned C
Regular maintenance (requiring downtime) including but not limited to defect fixes, software patches and hardware maintenance. Downtime of 4 hours or less, outside of business hours.	Event Notification - Planned B
Regular maintenance (requiring downtime) including but not limited to software upgrades, defect fixes, software patches and hardware maintenance. Downtime of more than 4 hours.	Event Notification - Planned A

### 3.3 Notifications – Unplanned Events

Vendor may need to communicate events to Subscriber that were not planned. Such events may include, but are not limited to, the following:

- Emergency maintenance
- Internet/network outages beyond Vendor’s control affecting the Vendor application
- Unplanned service degradation
- Natural Disasters affecting the Vendor application

**Communication Standard:** *Event Notification Unplanned A*

## 4. After Hours Support

After hours support can be requested by the Subscriber. Vendor requires 48 hours’ notice to allow for scheduling of after-hours support. If advanced notice is not given, Vendor will make commercially reasonable efforts to provide the requisite support.

## 5. Submitting Incidents

Subscribers must submit tickets through Vendor’s customer success system to ensure incident metrics are tracked properly. Tickets should include, where relevant:

- Environment impacted
- User ID used to create the incident
- Steps to recreate
- Screen shots of the issue
- Business impact

## 6. Service Metrics

The Subscriber will select the Service Level Metric to be enforced for a single event, at their sole discretion. Under no circumstances will the credits or penalties resulting from a single event be compounded.

### 6.1 Availability

**Metric:** Availability  $\geq$  99.72%

**Measurement Period:** Monthly

**Measurement:** Availability with respect to any cloud-based Service in any month equals the number of uptime minutes divided by the number of minutes in the month and multiplied by 100, e.g., a 30 day



month will have 43,200 total minutes (30 days x 24 hours x 60 minutes) so if total downtime were 120 min, the Availability would be 99.72% (43,080/43,200 x 100).

**Downtime** with respect to any month equals the sum of all periods of time during that month when any of the following events are occurring other than as a result of Scheduled Maintenance: (i) the cloud-based Service cannot be accessed by any User; (ii) the performance of the cloud-base Service is materially compromised; or (iii) the Subscriber is unable to use the cloud-based Service to access the Subscriber Data; (iv) a critical function with the cloud-based service is unavailable or is materially compromised.

**Scheduled Maintenance** means any maintenance conducted by Vendor:

- (i) Between 12:00 a.m. and 7:00 a.m. (local server time) or (ii) during any maintenance period for which the Subscriber has been given written notice at least three (3) Business Days in advance of the first day of the maintenance period (provided that the maintenance period does not last longer than 24-hours in total).
- (ii) In rare cases, emergency maintenance may be required with little notice.

## 6.2 Restore Time

**Metric:** No single period of Down Time will last longer than four (4) hours.

**Measurement Period:** Each incident

**Measurement:** A period of Down Time begins at the earlier of the following times: (i) when Vendor becomes aware of the outage or partial outage through its own monitoring efforts; and (ii) when any one of the Vendor's clients reports the outage to Vendor.

A period of Down Time ends when: (i) the cloud-based Service is functioning in substantial accordance with its specifications; and (ii) the Subscriber confirms that it is able to access the affected cloud-based Service and use the cloud-based Service to access the Subscriber Data.

## 6.3 Incident Response

**Metric:** Incident Response Time Targets Met 100%

**Measurement Period:** Monthly

**Measurement:** Incident Response Time starts at the time an incident is reported by the Subscriber during regular business hours via the Vendor's incident reporting system.

Incident Response Time ends when: (i) the Vendor starts work on the ticket; and (ii) when the Vendor acknowledges receipt of the ticket.

## 6.4 Incident Resolution

**Metric:** Incident Resolution Time Targets Met  $\geq 99\%$

**Measurement Period:** Monthly

**Measurement:** Incident Resolution Time starts at the time an incident is reported by the Subscriber via the Vendor's incident reporting system.

Incident Resolution Time ends when: (i) a solution has been provided and implemented that resolves the reported incident; or (ii) a work-a-round acceptable to the Subscriber is provided that provides a temporary solution to the reported incident; or (iii) a time frame for implementation of the solution to the reported incident has been established that is acceptable to the Subscriber.

## 6.5 Disaster Recovery

**Metric:** Disaster Recovery Target Met

**Measurement Period:** Any Disaster Event

**Measurement:** If there is a disaster, the application will be recovered within twenty-four (24) clock hours. For example, if a disaster is reported at 1:00pm on Monday, it will be recovered by 1:00pm on the next day, Tuesday. Disaster Recovery Time starts when a disaster event is encountered that critically impacts the application. Disaster Recovery Time ends when services have been restored.

## 6.6 Request for Support made within defined Business Hours

**Metric:** Response time for Request for Support made within defined Business Hours

**Measurement Period:** Quarterly

**Measurement:** The average time to return any request for support is four hours.

## 6.7 RPO, RTO and Backup

Logs are exported from 6am to 6pm local server time on a 30-minute cycle. Vendor operates with a Recovery Point Objective (RPO) during Business Hours of 30 minutes. Vendor Recovery Time Objective (RTO) during Business Hours is 4 hours. The RTO outside of Business Hours is 16 hours.

Vendor will be partnering with AWS and utilizing a data center closest to each customer. All data being transferred between the customer's network and the AWS hosting site would be handled through encrypted channels.

The proposed solution/pricing for this hosting level does not include clustering for hot fail-over.

- With a major system failure, Vendor can restore to the last backup/log, which is in 30 minute increments.
- Vendor can recover 7 days up to the minute from the last backup point
- Full Nightly backups are taken at midnight. This means Vendor can provide restore points to the minute by taking log files up to the 30 minute log file period and restore to the minute required

(e.g., provide a backup from 5 days ago at 9:23 am; log files are selected through 9:30am and restore process will restore data to the 9:23am mark).

- Vendor has a full system backup every Sunday that goes back 1 month
- Vendor has a monthly backup that goes back 12 months.

All servers and databases are snapshot nightly and stored for 14 days.

Currently Vendor backups all databases and SFTP file transfers to the AWS S3 storage. This is a fully redundant backup system across multiple zones/regions so recovery can be done from these sources in the case of catastrophic failure at any individual AWS data center. The Snapshots are housed within the S3 environment which means snapshots can be recovered at any time.

In the event of corrupted data on the database server, the most recent uncorrupted snapshot will be restored to a new server. In most cases, data can be recovered to as little as 30 minutes prior to the corruption. Vendor can then create a backup of the restored database and refresh the corrupted database on the primary database server. In most cases the process takes a few hours. Larger databases will take longer to restore than smaller databases. In the absolute worst-case scenario, where the data center is no longer allowing RDS service, Vendor can switch to a region that has the RDS service running and bring a database online in that region from the most recent uncorrupted source.

## 6.8 Disaster Recovery and Business Continuity

See Vendor's *Disaster Recovery* and *Business Continuity* documents for additional detail.

## 7. Other Services

The Vendor shall demonstrate compliance to support the implemented Vendor software through:

- Continued investment and development of the budget application
- Management of ongoing updates
- Management of tickets and resolution
- Management of approved changes and enhancements

## 8. Enhancement Requests

Enhancement requests are Subscriber requests that will alter the software as currently designed, by adding functionality or changing existing functionality. Enhancement Requests are not included in Service Metrics.

The Vendor Product Manager, with the support of the Technical Manager, approves all new functionality. In some cases, enhancement requests may be modified to make the request configurable and usable by multiple Subscribers.

Enhancement Requests can be made directly in the Vendor's customer success / ticketing system, or if applicable, can be submitted to the implementation team directly.

The scope of each change will be reviewed on a case-by-case basis by the Vendor Product Manager and Technical Manager to determine a timeframe for the change and a potential cost estimate (if any).

Each change will be categorized and defined as such:

1. If the change is applicable to both the requesting Subscriber and would likely be used by other Subscribers, or the lack of this functionality is a software deficiency, this change request will be added to Vendor's current development schedule.
2. If the change is Subscriber-specific, then Vendor will estimate the cost (if any) for the system change and discuss implementation options with the Subscriber.

**Enhancements During Implementation:** Subscribers will be receiving upgrades on a regular basis throughout the implementation (often weekly) until go-live preparation begins. This allows enhancements or any new features to be included in the software as they become available. Enhancements will thus be available regardless of if a software upgrade is required.

## 9. Software Upgrades

Vendor software is updated on a regular basis and is deployed to Subscribers based on a schedule agreed to by the Vendor and Subscriber. Vendor will not apply upgrades to a Production environment without prior notice to the Subscriber. A typical schedule for upgrades is once annually in the period between budget adoption and the subsequent budget cycle start.

Vendor will request a planned system outage to allow for proper testing once upgrades are applied to production. Typical planned system outage is one day; the system is available during this period but Vendor requests minimal activity in the system to allow for efficient testing.

### 9.1 Vendor Responsibilities

- Copy Production to Development and make appropriate backups
- Apply upgrades
- Unit test software in the client environment, including non-impactful testing in Production (no data is impacted)

## 9.2 Subscriber Responsibilities

- Approve the upgrade schedule at least 30 days in advance of the upgrade date
- Subscriber testing is not required. If the Subscriber wishes to participate in upgrade testing, it is allowed.

## 10. Security Incident Response

### 10.1 Overview

Reflecting the recommended practices in prevalent security standards issued by the International Organization for Standardization (ISO), the United States National Institute of Standards and Technology (NIST), and other industry sources, Vendor has implemented a wide variety of preventive, investigative, and corrective security controls with the objective of protecting information assets.

Ultimately to manage any incident such that recovery time and costs are limited, as well as taking commercially reasonable steps possible to ensure an improved security stance.

### 10.2 Network Protection

Vendor's network protections include solutions designed to provide continuity of service, defending against Distributed Denial of Service (DDoS) attacks.

### 10.3 Monitoring and Event Alerts

Alerts are sent to Vendor's security team for review and response to potential threats. These alerts are monitored 24x7x365.

### 10.4 Security Incident Response

Vendor evaluates and responds to suspicious activity/events of unauthorized access to or handling of customer data, whether the data is held in Vendor's hosting environment within AWS or on personal hardware assets of Vendor employees. Vendor's Information Security Incident Reporting and Response Policy defines requirements for reporting and responding to incidents. This policy authorizes the Vendor security team to serve as the primary contact for security incident response, as well as to provide overall direction for incident prevention, identification, investigation, and resolution.

Vendor security team will:

- Validate that an incident has occurred
- Communicate with relevant stakeholders
- Preserve evidence
- Document any incident along with related response activities
- Take actions to contain an incident
- Escalate an incident as necessary

- Prevent any future re-occurrence of the incident or tangentially related security concerns

Upon discovery of an incident, Vendor defines an incident-response plan for rapid and effective incident investigation, response, and recovery. Root-cause analysis is performed to identify opportunities for reasonable measures which will improve security posture and defense in depth. Formal procedures and central systems are utilized to collect information and maintain a chain of custody for evidence during incident investigation.

## **10.5 Notifications**

If Vendor determines that a security incident has occurred, Vendor promptly notifies any impacted Subscribers or other third parties in accordance with its contractual and regulatory responsibilities.

# Board of Commissioners

## Request for Board Action

---

**Item Number:** 2025-116

**Meeting Date:** 4/1/2025

---

**Sponsor:** Information Services

**Title**

Agreement with Enterprise Resource Planning Implementation Contractor

**Recommendation**

1. Approve selection of and the agreement with Collaborative Solutions, LLC, doing business as Collaborative Solutions of Minnesota, LLC, for implementation services for the period of April 1, 2025, through February 28, 2027, and may be renewed for up to three additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

**Background and Rationale**

The county is replacing the current Enterprise Resource Planning (ERP) system, PeopleSoft, with a new commercial off the shelf ERP system. The county implemented its current system in 1999, and the system contains significant customizations to support county processes. In 2023 and 2024, the county completed a needs assessment of the current system and processes to identify key opportunities for improvement in the new system. Key objectives of this project include:

- Move to a modern, cloud-based system with improved functionality compared to current systems.
- Leverage standard functionality and align processes with best practices, when possible, to minimize customizations.
- Become more efficient in operations and resident services.
- Develop integrations between the new ERP system and other county systems to facilitate .

efficient data transfers and processes.

This project will impact all departments across the county and is led by Finance, Human Resources and Information Services.

As part of this effort, a Request for Board Action (RBA) is being considered by the county board to approve a funding plan. The investments made in the project include the cost of the software, the cost of the implementation partner and funding for internal resources plus contingency due to the large size and nature of the project. The financing proposal includes technology project funds, General Fund fund balance use and bonds. Investing in an ERP system benefits all Ramsey County staff and the public as it makes paying invoices, approving contracts and many other everyday financial and human resources processes easier.

The cost of the implementation contractor agreement is \$6,495,204.

The selected implementation contractor will lead many activities with Ramsey County resources to implement the new ERP system including but not limited to program support, monitoring of risks, planning, build and installation of environments, architect and configuration, testing, data conversions, integrations, reporting,

change management, training, deployment and post implementation support.

**County Goals** (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

This action by itself does not have a measurable racial equity impact. The ERP System supports all county work and therefore inherently supports Ramsey County’s racial equity work. The county plans to issue bonds to finance this ERP capital improvement project as well as other approved projects, each of which provides programs and services to the community. The racial equity impact should be considered by the county departments during the development of the associated programs and services for each capital project.

**Community Participation Level and Impact**

This action does not have a direct impact on the residents of Ramsey County, however investing in an updated and modernized ERP system benefits all Ramsey County staff and the public as it makes paying invoices, approving contracts and many other everyday financial and human resources tasks and processes easier.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

Funding for this agreement is included in the overall ERP Funding Request presented in a separate RBA before the Ramsey County Board today, 2025-115: Enterprise Resource Planning Funding Plan and Request for Approval.

ERP Project Funding Summary	
Project Category	Cost
Collaborative Solutions Implementation Partner	\$6.5 million
WorkDay ERP Software	\$2.5 million
Euna Budgeting Software	\$0.7 million
Internal Resources	\$8.5 million
Contingency	\$3.8 million
<b>TOTAL Project Category Costs:</b>	<b>\$22 million</b>
Funding Sources	Amount
IT Project Fund	\$4.0 million
Use of General Fund	\$6.0 million
Technology Bonds in the 2026 CIP	\$12 million
<b>TOTAL Funding Sources Amount:</b>	<b>\$22 million</b>

**Last Previous Action**

None.

**Attachments**

1. Model\_IS000214\_0.02
2. Exhibit\_1\_Hosting\_Security\_Exhibit
3. FINAL RC SOW 32625 CT





## Professional Services Agreement

This Professional Services Agreement (“Agreement”) between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Finance, 121 7th Place East, Suite 2300, Saint Paul, MN 55101 (“County” or “Ramsey County” or “Client”) and Collaborative Solutions, LLC, a limited liability company, doing business as Collaborative Solutions in Minnesota, LLC, with its office at, 300 Frank W Burr Boulevard, Suite 36, 6th Floor, Teaneck, NJ 07666, (“Contractor” or “CSLLC”).

### 1. Term

#### 1.1.

The original term of this Agreement shall be from April 01, 2025 through February 28, 2027 (the “Initial Term”) and may be renewed for up to three (3) additional one year period(s).

The full term of this Agreement (including renewals) is 5 year(s), 0 month(s) and 0 day(s).

#### 1.1.1.

Contract renewals shall be made by way of a written amendment to the original Agreement 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.

The Contractor shall provide the information technology deployment services (“Services”) to the County for the awarded ERP System software, WorkDay and Sherpa, including but not limited to design and workflow services, support services, training and other professional services (“Project”). Contractor and the County will develop and enter into one or more statements of work incorporating a description of the specific services to be provided, each in a form mutually agreed by the parties (a “Statement of Work” or “SOW”). Each Statement of Work will set forth, among other things, project scope, various project activities and tasks to be performed by the Parties, and roles and responsibilities of the Parties. Contractor will provide to the County the Services described in each Statement of Work which will be performed either onsite or from remote locations. In addition, Contractor will provide to the County certain results or proceeds of the Services that are defined as deliverables in each Statement of Work (collectively, the “Deliverables”). Each Statement of Work shall specifically identify this Agreement and indicate that it is subject to the terms hereof and be executed by the County and Contractor. Unless otherwise set forth herein or expressly identified in the SOW as a modification to a specified provision of this Agreement, to the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, the provisions of this Agreement shall govern and control.

**2.2.**

The Project shall comply with the features and functionality requirements and expectations described in the following:

A. The County Request for Proposal (“RFP”) BA0000001966, dated August 20, 2024, and Addenda One and Two, dated September 13, 2024, and September 20, 2024, respectively, and Contractor’s Proposal response dated October 03, 2024, are incorporated herein by reference and made a part of this Agreement. To the extent there is any conflict between the RFP and the Agreement, the Agreement shall control.

**2.3.**

The Contractor shall provide Project implementation services pursuant to the terms of this Agreement and the following attachments which are attached and made a part of this Agreement. Any reference to “this Agreement” means this Agreement together with the following Attachments. For the avoidance of doubt, should there be conflicting terms or documents, the order of precedence shall be:

- A. Professional Services Agreement IS000214
- B. Exhibit 1 – Hosting Security Exhibit
- C. Attachment 2 –Statement of Work #1 (“SOW 1”)

**2.4.**

Contractor shall provide the County with their Certificate of Insurance no later than 10 days after the contract has been fully executed.

**2.5.**

During the term of the contract, the County reserves the right to add similar in scope goods/services, via additional SOWs or via change order, a, to accommodate accidental omissions, unanticipated needs, or new offerings.

**2.6.**

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

**3. Schedule**

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

Each Statement of Work will set forth the projected work effort and schedule applicable to the Services. All statements and agreements concerning time are based upon information available and circumstances existing at the time made, and each Statement of Work is subject to equitable adjustment upon any material change in such information or circumstances, the occurrence of a force majeure event (as detailed in Section 16 below) or upon modification of the scope, timing or level of work to be performed by Contractor. Either Party will be entitled to propose changes. It is mutually acknowledged that any such change may affect the fees or charges payable to Contractor and/or the project schedule. Neither Party shall have any obligation respecting any change until an appropriate change order or amendment to the applicable Statement of Work is executed in writing by both parties. Change order process is defined in SOW 1. If change order exceeds the value of SOW #1 an amendment must be executed.

## 4. Cost

### 4.1.

The County shall pay the Contractor a not-to-exceed amount of \$6,495,204.00 over the Initial Term of the Agreement, according to the agreed upon rates set forth in SOW#1. The County shall pay the Contractor the following unit rates:

For the Initial Term of this Agreement. Pricing will be in accordance with the pricing document, as set forth in Attachment 2 – Statement of Work (SOW) which is attached and made a part of this Agreement. The Parties may enter into subsequent SOWs for additional services at agreed upon pricing.

### 4.2

Reimbursement of expenses will be made consistent with County policies, which will be provided to the Contractor upon request. The County will reimburse only the actual cost of out of pocket expenses incurred for completion of the project. If reimbursement for travel is permitted, all airfare will first be authorized by the County and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by the resulting contract will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

## 5. Contracting for Equity

[Reserved]

## 6. Commitment to Advancing Racial Equity

### 6.1

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

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures.

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

### 6.2 Non-Discrimination

To the extent applicable to Services under this Agreement, Contractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals

without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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

#### **6.3.1.**

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat.

§144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964.

#### **6.3.2.**

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel, as applicable to the performance of its Services.

#### **6.3.3.**

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

##### **6.3.3.1.**

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

##### **6.3.3.2.**

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

##### **6.3.3.3.**

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

### **6.4 Diverse Workforce Inclusion Resources**

[RESERVED]

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

### **7.1. Payment**

**7.1.1.**

No payment will be made until the invoice has been approved by the County. Contractor will have no obligation to perform any Services when any undisputed amount required to be paid by the County remain due and unpaid beyond the date such amount is due.

**7.1.2**

**Taxes** - If the County is exempt from the payment of such taxes pursuant to applicable law, the County shall provide to Contractor the required exemption certificate or other documents required to exempt the Services and Deliverables from such taxes in advance of invoice for the Services and Deliverables.

**7.2 Application for Payments**

**7.2.1.**

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

**7.2.2.**

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

**7.2.3.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service (as applicable), 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 or joint ventures between the parties or as constituting the Contractor as an employee of the County.

## **7.4 Successors, Subcontracting and Assignment**

### **7.4.1.**

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

### **7.4.2.**

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. Notwithstanding the foregoing, Contractor may, upon prior written notice to the County (but without any obligation to obtain the consent of such other Party), assign this Agreement or any of its rights hereunder to any corporate affiliate of Contractor or to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of Contractor, if such entity agrees in writing to assume and be bound by all of the obligations of Contractor under this Agreement. County reserves the right to an immediate termination upon written notice to Contractor without penalty in the event the County reasonably determines it is not in the County's best interest to continue with the assignee under this clause.

### **7.4.3.**

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

## **7.5 Compliance With Legal Requirements**

### **7.5.1.**

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

### **7.5.2.**

Unless otherwise provided in the Agreement or a SOW, 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.

### **7.5.3 Export Control**

The County agrees to notify Contractor of any requirements for Deliverables or any other technology, technical data or information to which Contractor will have access as a result of the Services that, in any case, will subject the Deliverables or the other technology, technical data or information to control under applicable export regulations under any classification other than EAR99 (or its non-U.S. equivalent) and, in such event, the County will (i) identify to Contractor the applicable regulations (e.g. the United States Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations ("ITAR") and classifications (e.g. ECCN) and (ii) follow such

guidelines as Contractor may communicate to County that reasonably are required to avoid violations. Each Party acknowledges and agrees that to the extent that any tangible or intangible technical data provided under this Agreement is subject to US export laws and regulations, such Party will not use, distribute, transfer, or transmit technical data provided by the other Party under this Agreement except in compliance with US export laws and regulations. Notwithstanding the foregoing, the County agrees that it will not provide Contractor with any technology, technical data or information that is subject to control under the ITAR. In the event that the County wishes to provide Contractor with ITAR-controlled technology, technical data or information, the County will notify Contractor in writing of such intent, and the Parties agree to cooperate to determine the appropriate agreements and controls, if any, required before the County makes such disclosure.

#### **7.5.4 FCPA**

Neither Party shall take any action in connection with the performance of its obligations under this Agreement that violates the Foreign Corrupt Practices Act, as amended, and the rules and regulations thereunder in any manner that has a material adverse impact on the other Party. To the extent that any of the Services or Deliverables cannot be performed or provided without violation of any law, regulation, or other control, then Contractor shall not be obligated to provide the same and the applicable Statement of Work shall be amended accordingly.

#### **7.5.5 Work Authorization/HR Compliance/Relationship Matters**

In the event that it is necessary for Contractor to obtain visas or work permits for Contractor personnel, the County will cooperate with Contractor by taking all reasonably necessary actions to facilitate Contractor's efforts, including, but not limited to, providing, and hereby consents to Contractor providing to immigration authorities, documentation indicating the nature and location of the work to be performed, the necessity of the work to be performed, and other documentation as may be reasonably required and related to this Agreement (including the existence and terms of this Agreement and the identity of the Parties hereto), and posting such notices as may be legally required (including any legally required notice posting at the County sites from which the parties contemplate services being provided by Contractor personnel who are foreign skilled workers). Notwithstanding anything herein to the contrary, the County hereby authorizes Contractor to use the County's name to internally (within Contractor) or externally reference to the County as a Contractor customer and to describe the services provided to the County.

### **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 that are applicable to Contractor's performance of the Services.

#### **7.6.2.**

The Contractor designates Nancy Gaines, Engagement Manager (or her

successor) for the Project as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

**7.6.3.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged. Contractor is not required to provide public data to the public if that same data is available from the County, unless stated otherwise in this Agreement.

**7.7 Security**

**7.7.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

**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.

**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 restrictions and conditions no less restrictive than those 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. Contractor agrees to provide, upon the County's reasonable request, access to relevant external security certifications, audit report summaries of audits performed by Contractor to verify Contractor 's compliance with its security obligations under this Agreement and/or any other relevant documentation relating to the Services necessary to verify Contractor 's compliance with this Agreement. While it is the parties' intention ordinarily to rely on the provision of such documentation to verify Contractor 's compliance with this Agreement, Contractor shall permit the County (or its appointed third party auditors) to audit Contractor 's processing of the Personal Data under this Agreement following a Security Incident suffered by Contractor or when instructed by a competent data protection authority. Except for audits instructed by a competent data protection authority, for which the County will give Contractor as much notice as reasonably possible, County must give Contractor 45 days' notice of its intention to audit with finalized audit scope and evidence request list provided no less than 20 days in advance of a site visit. The County agrees to conduct its audit during normal business hours, take all reasonable measures to prevent unnecessary disruption to Contractor 's operations, and such audit shall not exceed a period of 40 hours. Any such audit shall be subject to the following limitations: (i) use of any third party auditor shall be subject to Contractor 's prior written approval, such approval not to be unreasonably withheld or delayed; and (ii) the County or any auditor conducting any such audit shall at all times comply with any and all reasonable security and confidentiality guidelines and other policies of Contractor with respect to the audit.

**7.7.5.**

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

**7.8 Indemnification and Limitation on Liability**

**7.8.1 Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any third party claims related to any negligent act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, or any gross negligence, fraud, criminal acts or willful misconduct of 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 that results in personal injury, tangible property damage, or breach of laws and regulations applicable to Contractor as they relate to Contractor's performance of the Services, provided that Contractor obligations to comply with laws applicable to privacy and data protection shall remain subject to the limitation set forth in section 7.8.2(d). The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the County's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the County's failure to fulfill its obligation under this Contract.

### **7.8.2 Limitation of Liability**

Except as outlined in this Agreement, in no event shall the Contractor's liability to County arising out of or in connection with the Agreement or the Services exceed, in the aggregate, the total fees paid or payable by the County to the Contractor in the twelve (12) month period preceding the last act or omission giving rise to any such liability. In the event the act or omission giving rise to any such liability occurs prior to the Agreement being effective for a complete twelve (12) months, liability shall not exceed the total fees payable by the County to the Contractor in SOW 1 for the initial twelve (12) month period.

Notwithstanding the limitation of liability, such limitations shall not apply to the following:

- a. Claims of infringement pursuant to Section 7.8 and 7.21
- b. Contractors' gross negligence or gross or willful misconduct
- c. Damages for bodily injury (including death) and damage to real property and tangible personal property arising from Contractor's negligence
- d. Breach of its obligations under 7.5, 7.6, 7.7 and the Hosting Security Exhibit related to data practices, hosting, and security obligations, to the extent caused by Contractor's acts or omissions in the performance of this Agreement, which shall be limited to three times (3 X) the total fees paid or payable by the County to the Contractor in the twelve (12) month period preceding the last act or omission giving rise to any such liability, in the aggregate. In the event the act or omission giving rise to any such liability occurs prior to the Agreement being effective for a complete twelve (12) months, liability shall be limited to three times (3X) the total fees payable by the County to the Contractor in SOW 1 for the initial twelve (12) month period.

Items for Which Contractor Is Not Liable: Under no circumstances is Contractor liable for special, punitive, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings) even if Contractor is informed of their possibility.

## **7.9 Contractor's Insurance**

### **7.9.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

### **7.9.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

### **7.9.3.**

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

**7.9.3.1.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

**7.9.4. Workers' Compensation**

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

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

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

**7.9.5.**

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

**7.9.6.**

Cyber Liability insurance, including first-party costs, for any breach arising out of Contractor's performance of its services under this Contract that compromises Ramsey County data. The required limit shall be no less than \$1,000,000 per occurrence with a \$5,000,000 aggregate. Claims-made coverage is acceptable. Such insurance shall name Ramsey County, its officials, employees, volunteers and agents as additional insureds for liabilities assumed in this Agreement. Coverage shall be provided for the duration of this Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

**7.9.7.**

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

**7.9.7.1.**

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

**7.9.7.2.**

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

**7.9.8.**

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured for liabilities assumed in this Agreement to the Contractor's Commercial General Liability, Auto Liability, and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

**7.9.9.**

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

**7.9.10.**

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

**7.9.11.**

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 certificates of insurance shall be submitted to the County upon written request and within 10 business days

**7.9.12.**

Best's Rating for the insurer shall not be less than an A-.

**7.9.13.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable

Certificate of Insurance to the County.

**7.9.14.**

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium. In the event the insurance carriers will not issue or endorse their policies to comply with the notice provision, the Contractor shall assume such notice obligation.

**7.9.15.**

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

**7.9.16**

The inclusions of minimum limits herein shall not entitle to County to insurance limits maintained by Contractor which may exceed any limitation or liability caps that may be in place in this Agreement.

**7.9.17.**

The minimum amount of insurance may be maintained through primary and umbrella or excess coverage.

**7.9.18**

Except for any statutory required insurance, coverage and limits required herein may be met through the combination of primary, local admitted and global insurance policies maintained by Contractor.

**7.10 Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

Any such audit should be conducted upon reasonable prior notice and must comply with any and all reasonable security and confidentiality guidelines and other policies of the Contractor. Use of any third-party auditor that is a competitor of the Contractor shall be subject to Contractor's prior written approval, such approval not to be unreasonably withheld or delayed.

**7.11 Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**County:**

Mike Piram, Information Services, 121 7th Place East, Suite 2300, Saint Paul, MN 55101

**Contractor:**

Legal Department, Collaborative Solutions, LLC, 300 Frank W Burr Blvd., Suite 36, 6th Floor, Teaneck, NJ 07666

**7.12 Non-Conforming Services**

Deliverables, if any, under this Agreement will be as set forth under any SOW. Each SOW will describe, if applicable, the Deliverables that Contractor is obligated to furnish to The County hereunder, the acceptance criteria for each of the Deliverables (the “Acceptance Criteria”) and the completion criteria, if any, to signify completion of each phase of a project. The County shall review, evaluate and/or test, as the case may be, each of the Deliverables within the applicable time period set forth in a SOW (with respect to each Deliverable, the “Acceptance Period”) to determine whether or not such Deliverable satisfies the applicable Acceptance Criteria in all material respects. If the County does not furnish a written notice to Contractor specifying that a Deliverable has failed to satisfy its Acceptance Criteria in all material respects prior to the end of the Acceptance Period therefor and/or if The County commences using the Deliverables commercially or in a production environment, then The County will be deemed to have accepted such Deliverable. If any Deliverable fails to satisfy its Acceptance Criteria in any material respect, then the County will notify Contractor in writing specifying the respects in which such Deliverable does not conform to the applicable Acceptance Criteria and what modifications are necessary to make it conform thereto. Thereafter, Contractor shall use its diligent commercially reasonable efforts to modify such Deliverable to so conform and the Deliverable will be resubmitted for acceptance by The County. If, after repeated attempts, Contractor is unable to remedy any non-conforming portion of any Deliverable, the County may terminate pursuant to Section 17.18 herein and be refunded any associated costs for the non-conforming Deliverable, provided such non-conforming Deliverable is returned to Contractor.

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

**7.13 Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. In connection with any dispute for which the County withholds the payment of charges pursuant to this Agreement, if the total amount being disputed (other than amounts in dispute resulting from clear billing errors of Contractor ), plus any amount that is undisputed but past due and any interest that has accrued thereon, exceeds the amount of fees billed by Contractor in the then-prior three-month period (the “Disputed Amount”), Contractor may, without liability to The County or its Affiliates, with at least 30 days’ prior written notice to The County , suspend the further delivery of Services that are not paid for in advance until all payment disputes are resolved using the dispute resolution process set forth in this Agreement. If the County pays the Disputed Amount, Contractor shall promptly

recommence performance of the Services and all Contractor timing obligations and delivery commitments under this Agreement and/or each applicable SOW shall be extended by the number of days between the date of suspension and the date Contractor recommences performance of the relevant Services.

**7.14 Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

**7.15 Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

**7.16 Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

**7.17 Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may terminate this Agreement upon at least sixty (60) days prior written notice if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

**7.18 Termination**

**7.18.1.**

This Agreement may be terminated by either Party (the "non-breaching party") upon written notice to the other Party if any of the following events occur by or with respect to such other Party (the "breaching party"): (i) the breaching party commits a material breach of any of its obligations hereunder and fails to cure such breach within sixty (60) days after receipt of notice of such breach or fails to reach an agreement with the non-breaching party regarding the cure thereof; or (ii) any insolvency of the breaching party, any

filing of a petition in bankruptcy by or against the breaching party, any appointment of a receiver for the breaching party, or any assignment for the benefit of the breaching party's creditors

**7.18.2.**

Either party may terminate this Agreement without cause upon giving at least sixty (60) calendar days prior written notice thereof to the other party without early termination penalty or liability except as otherwise agreed in a SOW). In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement (including works in progress), up to and including the effective date of termination. Contractor will also be entitled to recover those reasonable costs incurred in anticipation of performance of the Services, which have been approved in writing by the County, to the extent the costs cannot reasonably be eliminated.

**7.19 Interpretation of Agreement; Venue**

**7.19.1.**

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

**7.19.2.**

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**7.20 Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the Services and Deliverables provided shall be in material compliance with the specifications set forth in the SOW during the warranty period, which shall be a period of sixty (60) days following delivery of a particular Deliverable (or the performance of a particular Services), or such other time period agreed upon by the parties in the applicable Statement of Work.

Remedies. Contractor does not warrant that any Deliverable will operate uninterrupted or error-free, provided that Contractor shall remain obligated pursuant to this Agreement. In the event that any Deliverable or Service fails to conform to the foregoing warranty in any material respect, the sole and exclusive remedy of the County will be for Contractor, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure, or, in the event the failure cannot be cured or corrected to refund associated costs with the failed Deliverable, provided that such non-conforming Deliverable is returned to Contractor. The foregoing warranty is expressly conditioned upon (i) the County providing Contractor with prompt written notice of any claim thereunder prior to the expiration of the applicable Warranty Period, which notice must identify with particularity the non-conformity; (ii) County's full cooperation with Contractor in all reasonable respects relating thereto, including, in the case of modified software, assisting Contractor to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than Contractor.

Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.20 CONTRACTOR DOES NOT MAKE OR GIVE ANY REPRESENTATION OR



WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

Responsibility of County. In the event that the County asserts any claim for warranty services hereunder and such claim relates to any matter that is determined not to be Contractor's responsibility hereunder (including any problem with County's third party vendors, the County's computer hardware or software that was not caused by any Services performed by Contractor), The County will be responsible to pay Contractor for all costs incurred for all evaluation, correction or other services performed by Contractor relating to such claim on a time and materials basis at Contractor's then standard billing rates. For the avoidance of doubt and consistent with the Request for Proposal response from Contractor, the Parties agree that Contractor is responsible for the Project Management Oversight responsibilities as set forth in the SOW.

## **7.21 Infringement**

### **7.21.1.**

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

### **7.21.2.**

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

Intellectual Property Rights Exclusions. Contractor shall have no obligation under Section 7.21 for any infringement claim resulting from: (i) modifications made other than by Contractor, (ii) use of the Deliverables other than for County's internal purposes, (iii) County's use or incorporation of materials not provided by Contractor, or (iv) County's continuing the allegedly infringing activity after being

notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

## **7.22 Ownership**

### **7.22.1 Ownership generally**

1. The Contractor agrees that all right, title, and interest in all works of authorship developed by Contractor specifically for County that Contractor shall originate, either individually or jointly with others, pursuant to a SOW (the “Materials”), are the property of the County and are by this Agreement assigned to the County along with ownership of any and all copyrights in the Material.
2. Material arising out of the performance of this Agreement does not include Contractor information that is not public information under the Minnesota Government Data Practices Act, or Contractor Proprietary Intellectual Property (as defined below)
3. Where applicable, Materials created by Contractor for the County in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. Contractor shall, upon the request of the County, execute all papers and perform all other acts reasonably necessary to assist the County to obtain and register copyrights on such material.
4. The Contractor warrants that any Materials created by or through Contractor in the performance of this Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party.

### **7.22.2 Residual rights**

Notwithstanding anything to the contrary herein, Contractor, Contractor Affiliates, and their respective employees and agents shall be free to use and employ any Residual Information. “Residual Information” means the general knowledge, ideas, know-how, experience, and techniques that would be retained in the unaided memory of an ordinary person skilled in the art, not intent on appropriating the proprietary information of the disclosing party. Nothing in this paragraph, however, shall be deemed to grant a license under the County ’s registered intellectual property rights.

### **7.22.3 Contractor Proprietary Intellectual Property**

The County acknowledges that Contractor personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship, creative works, ideas, know-how, research results, data or other materials which have been or are originated, developed, licensed, purchased, or acquired by Contractor or its Affiliates or subcontractors (collectively, “Contractor Proprietary Intellectual Property”); which constitutes Contractor Confidential Information. County agrees that Contractor Proprietary Intellectual Property and Residual Information, any derivatives of Contractor Proprietary Intellectual Property or Residual Information, is the sole property of Contractor (or its licensors) and that Contractor (or its licensors) will retain sole and exclusive title to and ownership thereof. If any Contractor Proprietary Intellectual Property owned by Contractor is embedded in a Deliverable,

Contractor grants to County a worldwide, royalty free, non-exclusive, transferable, perpetual license to use, execute and perform such Contractor Proprietary Intellectual Property as a functional element of the applicable Deliverable for its governmental purposes. Any license to Contractor Proprietary Intellectual Property that is not embedded in Deliverables or that is commercially available will be pursuant to a separate license agreement between the County and Contractor (or its licensor).

**7.23 Debarment and Suspension**

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

**7.24 Alteration**

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

**7.25 Entire Agreement**

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

## **Exhibit 1 – Hosting and/or Cloud Services and Security Standards (“Hosting Security Exhibit”)**

1. **Virtual Infrastructure/Cloud Services.** In addition to the Contractor responsibilities listed in the Agreement by and between the Parties, Contractor acknowledges and agrees to assume the following additional responsibilities:
  - 1.1. **Connectivity.** Contractor will provide the connectivity as described in in the Agreement.
  - 1.2. **Security.** Contractor will implement reasonable and appropriate systems and procedures sufficient to ensure the security and confidentiality of the County Data, as further specified herein. County Data is defined as the data described in the Data Practices section of this Professional Services Agreement.
  - 1.3. **SOC 3.** Contractor will provide the Services utilizing a SOC 3 compliant data center located in the continental United States. The data center provider will perform periodic audits (SOC 3 or other industry equivalent standard mutually agreed to by the Parties) of its security controls (i.e., physical and logical security, network configuration, change/problem and vulnerability management and recovery services), and Contractor will make available to the County a copy of such SOC 3 report and, upon the County’s request, written reports regarding such audits. In the event of any qualified statements in such reports that materially impact the County, the County may immediately terminate the Agreement for material breach without further period to cure.
  - 1.4. **Back-up Services.** Contractor’s third party provider for Contractor’s Sharepoint site will perform the backup services at its standard intervals. In addition, Contractor will assist with restoration requests as directed by the County due to site failures
  - 1.5. **Anti-Virus Software.** Contractor or its third party provider will install and maintain industry standard anti-virus and anti-spyware software for all physical and virtual servers used to provide the Services.
  - 1.6. **Fix Errors.** Contractor will use Contractor’s best efforts to promptly remedy any failure of the Services.
2. **Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).
3. **Monitoring Services.**
  - 3.1. **Fix Issues.** Contractor will promptly apply a fix to any disruption in the Services.
4. **Operating System Patch Services.** Contractor will provide the following Services with respect to operating system Patches:
  - 4.1. **Patch Monitoring Services.** Contractor will monitor recommendations from software vendors relating Patches (defined below) to software used in one or more Services.
  - 4.2. **Installation Services.** Contractor will install Patches at a time appropriate to their risk level, which may include considering the following factors: any possible disruption to the Services, and the urgency of the need to install the Patch.

**4.3. Definition of Patch.** For the purposes of this Hosting Security Exhibit, the term “Patch” means platform and applications software security and anti-virus updates and other software fixes and updates issued by and recommended for installation by software vendors for Software used in one or more Services.

**5. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor’s data privacy, security policies, client guide and/or Information Security Policy, and security procedures that apply to county data, which have been provided to the County and are herewith included herein by reference. In the event Contractor materially degrades the information security standard during any such modification, such degradation shall constitute a material breach by Contractor under the Agreement Contractor will comply with applicable U.S. laws and regulations concerning information security, and conduct SSAE 16 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 16 equivalent.

**6. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures (“Security Program”) that complies with industry best practice and applicable privacy laws. Contractor’s Security Program includes, at a minimum:

**6.1.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;

**6.2.** A security design intended to prevent any compromise of Contractor’s own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;

**6.3.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures, operation systems and other applications with up-to-date virus definitions and security patches so as to avoid any adverse impact to County’s systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality;

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

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

**7. Audit.** While it is the parties' intention ordinarily to rely on the provision of such documentation to verify Contractor’s compliance with this Exhibit 1, Contractor shall permit the

County (or its appointed third party auditors) to audit Contractor 's processing of the Personal Data under this Agreement following a Security Incident suffered by Contractor or when instructed by a competent data protection authority. Except for audits instructed by a competent data protection authority, for which County will give Contractor as much notice as reasonably possible, County must give Contractor 45 days' notice of its intention to audit with finalized audit scope and evidence request list provided no less than 20 days in advance of a site visit. County agrees to conduct its audit during normal business hours, take all reasonable measures to prevent unnecessary disruption to Contractor 's operations, and such audit shall not exceed a period of 40 hours. Any such audit shall be subject to the following limitations: (i) use of any third party auditor shall be subject to Contractor 's prior written approval, such approval not to be unreasonably withheld or delayed; and (ii) County or any auditor conducting any such audit shall at all times comply with any and all reasonable security and confidentiality guidelines and other policies of Contractor with respect to the audit. Contractor will provide County copies of its data privacy and security policies and procedures that apply to County Data. 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 without undue delay 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. Mobility and Transfer of Data.** No Confidential Information, CPI, CPM or County Data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, "thumb drives," DVDs, CDs, unless encrypted using an encryption methodology approved in writing by County. All electronic data transfers of County Data must be via secure FTP or other County approved protocol and/or in approved encrypted form. Any physical removal or transfer of County Data from County's or Contractor's facilities shall be conducted only according to controls developed or approved by County.

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

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

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

**12. Penetration Testing.** Penetration testing of the Contractor's architecture is included at a frequency of one per year at no additional cost. Contractor will coordinate with the current Contractor penetration testing vendor and shall use best efforts to remedy any issues identified immediately but no later than within thirty (30) days of reporting. At the County's request

Contractor will provide access to the final report to the County once it has been verified it does not contain information related to any other clients. Contractor's failure to remedy and report the remedy in a timely manner will be a material breach of the Agreement. Additional penetration tests or the County specific penetration tests will be at the expense of the County and will be arranged through Contractor's vendor for penetration testing.

**13.Security Policies.** Contractor's security policy is posted [<https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>] and is made up of the following documents:

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

#### **14. Hosting Security Standards. [RESERVED]**

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

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

**16. County Data.** The Contractor shall provide the County with all County Data or securely delete the data upon termination. In addition, to the extent the County requests Transition Services, the Contractor will provide such Transition Services as provided below. The return of the County Data will either be provided once Transition Services are completed, or earlier, as requested by the County. The Contractor shall not destroy the County Data until such time as the County has confirmed successful access to the returned County Data.

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

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

**16.3.** "Transition Services Plan" is the written methodology and approach, including Deliverables and timelines that Contractor will use to deliver the Transition Services during the Transition Services Period.

**16.4.** Transition Services. In connection with the expiration or termination of the Agreement, any Service Order, or SOW, for any reason, and notwithstanding any dispute between the Parties, Contractor will provide Transition Services for the Transition Services Period, or as otherwise agreed upon between the Parties as follows: (i) Applicable Requirements and Access. Notwithstanding the foregoing, Contractor in under no



obligation to provide its Confidential Information to any Third Party Service Provider. If requested by County, at Comparable Fees, Contractor will assist County and its designated Third Party Service Provider in developing a Transition Services Plan; (iii) Comparable Fees. Contractor shall provide the Transition Services during the Transition Service Period at fees that are no greater than fees charged County for comparable services prior to termination or if comparable services were not performed for County prior to termination or expiration, then at fees no greater than the fees charged by Contractor to other similarly situated customers or fair market value, whichever amount is less; (iv) Post Transition Services Period. For up to three (3) months after the Transition Services Period, at no cost to County, Contractor will answer all reasonable and pertinent verbal or written questions from County regarding the Services on an “as needed” basis as agreed to by the Parties, and deliver to the County any County owned Deliverables and County Data that might still be in the possession of Contractor.

**17. Data Retention.** Contractor may continue to keep or maintain any County Data obtained in the course of performance of the Services so long as the Agreement and the relevant Service Order or SOW remains in effect and such use shall not extend beyond the termination of the Agreement or the relevant Service Order or SOW except with respect to providing Transition Services, provided that Contractor will provide a copy of the County Data upon termination or expiration of the Agreement in accordance with Section 16 or at any time requested by County.

**18. Warranties.**

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

Prepared For:  
Ramsey County Minnesota

# Statement of Work Workday Deployment Services

## STATEMENT OF WORK FOR WORKDAY DEPLOYMENT SERVICES

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the Professional Services Agreement between CSLLC and Client dated as of April 1, 2025 (the “Agreement”). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

### 1.0 Scope of Work (“Scope”)

The Scope set out below describes the limits of the implementation in terms of organization, functionality, data conversion, integrations, reports, change management, and training which will be a part of the project.

#### 1.1 Organization Scope

##### 1.1.1 Person Population

Population Type	Count
Active Employees	Four thousand five hundred forty-five (4,545)
Contingent Workers	Active at time of Go-Live
Terminated Workers	Active in current year
Retired Workers	Up to twenty-three hundred fifty- seven (2357)

1.1.2 **Language:** All communication, documentation, data and Deliverables will be in English.

1.1.3 **Currency:** United States Dollars (“USD”).

1.1.4 **Security:** Single sign-on and activation of Workday Factory delivered security groups.

##### 1.1.5 Program Management & Oversight (PMO):

**Oversight Services.** CSLLC represents and warrants that it has reviewed each of the agreements entered into between the County and each of the two contractors (Workday, Euna), and acknowledges the obligations in those agreements as they specifically relate to CSLLC’s performance of its Services pursuant to this SOW. CSLLC agrees that it shall provide overall program management, oversight, coordination and direction for the installation and implementation of the Statements of Work and of the Systems and Services provided by EUNA for the integration of all such Statements of Work and Systems and Services into the Project for the County. CSLLC represents and warrants that it has the capacity, personnel, knowledge and experience to perform these program management functions. CSLLC shall have overall

program management responsibility that includes coordination and program management of all contractor activities as part of the Project. CSLLC will be responsible for ensuring completion of the developing, testing, and implementing integrations between the in-scope systems of each Contractor, and will coordinate activities with necessary parties to create all in-Scope integrations. CSLLC will serve as the primary program manager and collaborate with a management team made up of resources from the County and each individual contractor.

- Support the following program management activities:
  - Program roadmap – Management of all mutually agreed upon projects or workstreams across the program
  - Program schedule and key milestones log
  - Manage consolidated, program level status report.
  - RAID log management (Risks, Actions, Issues and Decision)
  - Workday and Euna Project management plan.
  - Cutover plan.
- Support the following for documentation and facilitation:
  - Status and RAID reviews with program project managers and leads - Weekly.
  - Status Meeting with PMO leadership team - Bi-weekly
  - Executive Committee Meeting – Monthly
- Support project communication:
  - Ensure timelines and tasks are well coordinated across program activities.
  - Drive consistency and clarity across program status reporting
  - Support communication across the program team

**Conflict Resolution and Escalation Process**

While both parties agree it is the desire to resolve issues quickly and within the project team(s), at times this may not be possible, and issue(s) may need to be escalated to resolve. A project issue can include anything from a business process change, to a schedule issue, to a personnel issue, etc. The following table shows a typical escalation path:

<b>Escalation Path</b>	<b>CSLLC</b>	<b>County</b>
Level 4	Executive Sponsor	Steering Committee (Executive Sponsors)
Level 3	Portfolio Director	Program/Project Leadership Team
Level 2	Engagement Manager	Program Manager / Project Manager
Level 1	Workstream Lead	Workstream Lead

**CSLLC Services/Deliverables**

- Provide program management support as defined in the CSLLC Scope of services
- Coordinate with CSLLC project and Client project managers as needed
- Create and maintain program roadmap
- Lead the development and maintenance of consolidated program schedule
- Maintain program RAID Log
- Facilitate resolution of escalations and/or RAID log items
  
- Create and/or facilitate the creation of program status reports
- Provide status for CSLLC owned projects/workstreams
- Jointly schedule meetings and status reporting
- Co-create presentations for executive governance meetings
- Conduct program/project meetings
- Request sign off on program deliverables as needed

**Client Responsibilities**

- Provide program management leadership and guidance to CSLCC program manager
- Provide Client project management support for all program workstreams and projects
- Provide input to roadmap and approval as need
- Participate in the development and maintenance of the consolidated program schedule
- Maintain program RAID log
- Facilitate resolution of escalations and/or RAID log items as needed
  
- Provide input to program status reports
- Provide status for Client owned projects/workstreams
- Jointly schedule meetings and status reporting
- Co-create presentations for executive governance meetings
- Co-lead program/project meetings
- Sign off on program deliverables as needed

**Program Management Assumptions**

1. Client will provide Client program and project support for all Client owned projects & workstreams.
2. Client PMs will provide clear and accurate status of Client owned workstreams to the CSLLC program manager on a weekly basis or mutually agreed upon schedule.

**CSLLC Role**

<p><b>Program Manager (CSLLC Engagement Manager will assume this role).</b></p>	<p>The Program Manager oversees the successful delivery of the program. This role includes:</p> <ul style="list-style-type: none"> <li>• Defining and managing program governance controls</li> <li>• Planning the overall program and monitoring progress to ensure goals are met</li> <li>• Overseeing project managers</li> <li>• Meeting with sponsors and leads to discuss program status</li> <li>• Working with the team to produce accurate and timely reporting of program status</li> <li>• Analyzing program risk</li> <li>• Managing escalations and working to drive issues to closure</li> </ul>
---	--

Euna Solutions will work with CSLLC to integrate the solutions provided by Euna Solutions, Inc. with the Client’s Workday solution as defined below:

Euna solutions will work with CSLLC to establish an integration between Euna Budget and the Workday Systems. The integration shall import the Chart of Accounts, financial actuals and amended budget data required to support the budgeting process and create a file to load data back into the Financial System. CSLLC will also standardize the intake of HR data files to kick off the new budget cycle. The integration shall be stable and reliable in a production environment, without any defects.

**1.2 Functionality Scope**

The following functional areas will be configured within the Workday application. This project is being deployed using CSLLC’s Cynergy methodology.

Reference table only – Workday Stock Keeping Units (“SKUs”) contracted for Client.

Workday Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
CHCM	Core Human Capital Management	FSE*	Full Enterprise (incl. Former Workers with Access)
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
USP**	Payroll for United States	FSE*	United States-based Employees only
FIN	Core Financials	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise
PRJT	Projects	FSE*	Full Enterprise
TT	Time Tracking	FSE*	Full Enterprise
SC	Scheduling	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise
PRO	Procurement	FSE*	Full Enterprise
SRC	Strategic Sourcing Enterprise	FSE*	Full Enterprise
SCLO	Labor Optimization	FSE*	Full Enterprise

The following functional areas will be configured within the Workday application.

Functional Area	Location Scope
Human Capital Management (“HCM”): Core	United States of America
Compensation: Core	United States of America
Compensation: Processing	United States of America
Benefits	United States of America
Absence Management	United States of America
Time Tracking	United States of America
Scheduling and Labor Management	United States of America

Functional Area	Location Scope
Strategic Sourcing	United States of America
Payroll	United States of America
Core Financial Management, Accounting, and Finance	United States of America
Financial Accounting (“FIN”)	United States of America
Banking and Settlement	United States of America
Procurement	United States of America
Budgets	United States of America
Commitment Accounting	United States of America
Supplier Accounts	United States of America
Business Assets	United States of America
Expenses	United States of America
Projects	United States of America
Grants Management	United States of America
Mobile Solutions	United States of America
Employee Self-Service	United States of America
Manager Self-Service	United States of America

Configuration of the functional areas above will be limited to the functionality Scope contained in Appendix D of this SOW.

### 1.3 Data Conversion Scope

Four (4) tenant builds are included in the Scope of this SOW. Data from Client's copy of current Production systems will be converted into Workday during each of the conversion cycles without data scrambling or masking. Data scrambling or masking is not included in the Scope of this SOW, with the exception of email addresses for all person types which will be masked until the gold/pre-Production build. The tenant builds for this SOW include:

- Foundation tenant becomes the configuration tenant (the configuration tenant consists of up to three (3) Workset data loads)
- End-to-End tenant
- Parallel tenant
- Gold/pre-Production tenant

The data conversion Scope is further detailed in Appendix E. Cynergy data validation reports will be provided as a starting point for data conversion files. Minor modifications will be necessary for Client specific requirements of additional data points; however, any additional changes to the delivered reports are considered out-of-Scope.

**1.4 Interfaces/Integrations Scope**

The integrations listed in Appendix B are included in the Scope of the project. Below is a summary of the integration counts.

Integrations	Owner	Cloud Connect	Enterprise Interface Builder/Document Transformation Service	Workday Studio	Other
	CSLLC	Twenty (20)	Thirty- Six (36)	Nineteen (19)	Six (6)
	Client	Zero (0)	Zero (0)	Zero (0)	Zero (0)

**1.5 Report Scope**

All Workday delivered standard reports associated with the Scope listed in Section 1.2 are included in the Scope of the project. CSLLC has included up to two hundred fifty (250) hours of assistance for additional custom reporting support as part of CSLLC's estimate. Any hours identified for custom reporting support are inclusive of design discussions, requirements gathering, development and Knowledge Transfer (“KT”). How these hours will be used varies depending on the volume and complexity of the custom reports identified during design. An example breakdown of these hours might look something like this: **60 hours** for Requirements/Design Discussions, **40 hours** for minor customizations to existing delivered reports (10 Reports \* 4 hours per report), **120 hours** for complex customizations and new reports (6 reports \* 20 hours per report), **30 hours** for migration activities, project meetings, workstream meetings, etc. The assumption is that report development will be a joint effort between CSLLC and Ramsey County. CSLLC would contribute to the development effort and provide guidance and leadership throughout the process.

Any specific custom reports listed in Appendix B are included in the Scope of the project.

**1.6 Strategy Scope**

CSLLC will perform a Strategic Implementation Planning engagement over a period of six (6) working weeks in support of pre-implementation planning activities. This stage shall be performed by a team including CSLLC Strategy & Transformation consultants in collaboration with Client HR, Payroll, Finance, and IT representatives.

CSLLC will facilitate Strategy workshops around the key areas of: Leadership Alignment, Technology Readiness, and Experience Design. CSLLC will engage with Client to create a foundation of the future state of select HR and Finance processes, technology, and operating model to align with Client organizational goals and Workday functionality as indicated in the table below.

Strategy Area	Strategy Scope	Stage
Leadership Alignment	Strategy Map <ul style="list-style-type: none"> <li>• Vision</li> <li>• Guiding principles</li> <li>• Goals &amp; objectives</li> </ul>	Strategy



	<ul style="list-style-type: none"> <li>• Value proposition</li> <li>• Success metrics</li> </ul> <p>Project Governance</p> <ul style="list-style-type: none"> <li>• Roles and responsibilities</li> <li>• Decision making and escalation authority</li> </ul>	
<b>Technology Readiness</b>	<ul style="list-style-type: none"> <li>• Readiness Workshops:             <ul style="list-style-type: none"> <li>○ Foundation data concepts &amp; master data model (FIN &amp; HCM)</li> <li>○ Job architecture</li> <li>○ Data conversion</li> <li>○ Workday technology &amp; enterprise architecture</li> <li>○ Reporting &amp; analytics</li> </ul> </li> </ul>	Strategy
<b>Experience Design</b>	<ul style="list-style-type: none"> <li>• Process Review &amp; Optimization             <ul style="list-style-type: none"> <li>○ Hire &amp; onboard</li> <li>○ Change of position</li> <li>○ Record to report</li> <li>○ Procure to pay</li> </ul> </li> <li>• Service Delivery Framework             <ul style="list-style-type: none"> <li>○ Workday support &amp; Production governance model</li> </ul> </li> </ul>	Strategy

**Final Review Meeting and Executive Readout**

- Conduct an executive presentation with Client leadership to present the summary of work completed.

**1.7 End User Organizational Change & Training (“OC&T”) Scope**

As they relate to the applications, areas, and events specified in Sections 1.1 and 1.2 above, CSLLC will complete OC&T management Services. The specific OC&T management Services and tasks to be performed by CSLLC and the Client are detailed in Section 2.0 below. All OC&T activities, communication, materials, and Deliverables will be conducted and/or produced in English.

**2.0 Services/Deliverables and Responsibilities**

This section identifies the Services/Deliverables to be performed by CSLLC and the responsibilities of the Client.

Stage	CSLLC Services/Deliverables	Client Responsibilities
<b>Strategy</b>	<ul style="list-style-type: none"> <li>• Assemble the CSLLC project team for Strategy</li> <li>• Conduct Strategy planning sessions for this stage</li> </ul>	<ul style="list-style-type: none"> <li>• Assemble the Client project team</li> <li>• Identify stakeholders, sponsors, and super users</li> </ul>

Stage	CSLLC Services/Deliverables	Client Responsibilities
	<ul style="list-style-type: none"> <li>• Schedule Strategy meetings and status reporting</li> <li>• Participate in weekly project meetings</li> <li>• Jointly schedule Strategy workshops</li> <li>• Conduct Strategy workshops</li> <li>• Deliver Workday considerations and key design decisions documentation</li> <li>• Deliver End-to-End process maps for strategic processes</li> <li>• Create the executive presentation summary of Strategy findings and recommendations</li> <li>• Conduct leadership meetings to align on project approach, resource requirements and expectations, future vision and key changes and potential impacts</li> <li>• Provide stage sign-off document</li> </ul>	<ul style="list-style-type: none"> <li>• Participate in Strategy planning sessions for this stage</li> <li>• Jointly schedule Strategy meetings and status reporting</li> <li>• Participate in weekly project meetings</li> <li>• Jointly schedule Strategy workshops</li> <li>• Participate in Strategy workshops</li> <li>• Provide interface requirements and existing architecture</li> <li>• Begin Workday training</li> <li>• Provide plan and policy documents</li> <li>• Identify initial risks and recommendations to reduce risk</li> <li>• Sign off on stage</li> </ul>
<b>Plan</b>	<ul style="list-style-type: none"> <li>• Assemble the CSLLC project team</li> <li>• Deliver discovery templates (deployment discovery questionnaire, integration discovery)</li> <li>• Create integrations discovery list</li> <li>• Create the integration tracker</li> <li>• Conduct functional and technical project planning sessions</li> <li>• Create the project charter</li> <li>• Create the project plan</li> <li>• Identify initial risks and recommendations to reduce risk</li> <li>• Schedule recurring project meetings and status reporting</li> <li>• Create baseline tenant management plan</li> <li>• Provide the data-gathering workbook for the foundation tenant</li> <li>• Provide the sample data conversion and validation strategy template; advise on development of the data conversion strategy and plan</li> <li>• Provide design document templates</li> <li>• Jointly schedule architect workshops (SMEs planning for design)</li> <li>• The CSLLC project team will coordinate project preparation and kickoff</li> </ul>	<ul style="list-style-type: none"> <li>• Identify and provide project team and project Subject Matter Experts (“SMEs”)</li> <li>• Participate in functional and technical planning sessions</li> <li>• Provide input into the project charter</li> <li>• Provide input into the project plan</li> <li>• Approve and sign off on project charter and project plan</li> <li>• Provide interface requirements and existing sample files</li> <li>• Notify third-party vendors for integrations and obtain consensus on the Timeline (as defined herein)</li> <li>• Provide third-party vendors contact information and confirm third-party vendors agree to the Timeline</li> <li>• Provide the completed discovery templates</li> <li>• Identify initial risks and recommendations to reduce risk</li> <li>• Co-Lead development of the data conversion strategy &amp; plan</li> <li>• Jointly schedule architect workshops (SMEs planning for design)</li> <li>• Complete Workday training including integration and functional training</li> </ul>

Stage	CSLLC Services/Deliverables	Client Responsibilities
	<ul style="list-style-type: none"> <li>• Create the executive presentation for project kickoff meeting</li> <li>• Participate and support the project kickoff meeting</li> <li>• Conduct Foundation Data Model (“FDM”) Sessions</li> <li>• Complete conceptual overview session</li> <li>• Provide test strategy sample template and assist with populating it; advise on development of the test strategy. Guide the County on scheduling and executing the testing activities.</li> <li>• Work with Client to set up CSLLC’s secure transfer site for sharing confidential/private employee data</li> <li>• Provide Client access to CSLLC’s Knowledge Depot</li> <li>• Build foundation tenant</li> <li>• Provide exception reports/issues log from tenant build</li> <li>• Deliver Cynergy tenant validation reports and support validation efforts of foundation tenant</li> <li>• Provide stage sign-off document</li> </ul>	<ul style="list-style-type: none"> <li>• Lead project kickoff meeting</li> <li>• Participate in FDM Sessions</li> <li>• Provide plan and policy documents</li> <li>• Receive access to CSLLC’s Knowledge Depot</li> <li>• Lead development of test strategy</li> <li>• Work with CSLLC to set up CSLLC’s secure transfer site for sharing confidential/private employee data</li> <li>• Provide Implementation tenant for exclusive use in this project</li> <li>• Provide Client personal data/personally identifiable information for build of foundation tenant and submit to CSLLC’s secure transfer site</li> <li>• Review and resolve issues from exception reports</li> <li>• Validate foundation tenant build</li> <li>• Sign off on stage</li> </ul>
<p><b>Architect &amp; Configure</b></p>	<ul style="list-style-type: none"> <li>• Manage the project plan</li> <li>• Conduct weekly one (1) hour project meeting; co-lead steering committee meetings</li> <li>• Conduct weekly workstream meetings; up to one (1) hour</li> <li>• Conduct iterative Workset design and playback workshops</li> <li>• Develop the CSLLC assigned integration design approach documents; advise Client on development of design approach documents for Client assigned integrations</li> <li>• Deliver the initial functional design documentation for sign off</li> <li>• Assist with questions regarding mapping of data to Workday data model</li> <li>• Build configuration tenant</li> <li>• Provide exception reports/issues log from tenant build</li> </ul>	<ul style="list-style-type: none"> <li>• Provide input to the project plan</li> <li>• Participate in weekly project meetings and workstream meetings; co-lead steering committee meetings</li> <li>• Provide project SMEs for iterative Workset design and playback workshops</li> <li>• Participate in iterative Workset design and playback workshops</li> <li>• Assist in clarifying configuration requirements</li> <li>• Conduct integrations architect workshop for Client assigned integrations</li> <li>• Develop Client assigned integration design approach documents</li> <li>• Review and sign off on functional design documents</li> <li>• Agree to the integration design approach for each integration (after design approach review session)</li> </ul>

Stage	CSLLC Services/Deliverables	Client Responsibilities
	<ul style="list-style-type: none"> <li>• Deliver Cynergy tenant validation reports and support validation efforts of configuration tenant</li> <li>• Provide baseline End-to-End Test scenarios to Client for review and use determination</li> <li>• Conduct smoke test for configuration tenant</li> <li>• Begin functional KT process during configuration tenant smoke testing</li> <li>• Jointly conduct Workday Customer Confirmation Sessions (“CCS”)</li> <li>• Develop CSLLC assigned integrations</li> <li>• Conduct smoke testing of integrations developed by CSLLC</li> <li>• Create integration operations instruction guides for CSLLC assigned integrations</li> <li>• Update functional design documents</li> <li>• Provide smoke test scenarios from architect workshops and advise on Client defined test scenarios</li> <li>• Provide input on test management processes and tools including defect management, status tracking/reporting and daily test status meetings</li> <li>• Review Client defined test scenarios for End-to-End and Production Dress Rehearsal (“PDR”)</li> <li>• Design, develop and smoke test CSLLC assigned reports</li> <li>• Transition ownership of final CSLLC maintained design workbooks to Client at the end of this stage</li> <li>• Assist with questions regarding mapping of data to Workday data model</li> <li>• Build of End-to-End tenant</li> <li>• Provide exception reports/issues log from End-to-End tenant build</li> <li>• Deliver Cynergy tenant validation reports and support validation efforts of End-to-End tenant</li> <li>• Provide stage sign-off document</li> </ul>	<ul style="list-style-type: none"> <li>• Finalize data conversion strategy and plan</li> <li>• Update data-gathering workbooks for configuration tenant</li> <li>• Update data-gathering workbooks for End-to-End tenant</li> <li>• Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the configuration tenant</li> <li>• Provide Client personal data/personally identifiable information for configuration tenant and submit to CSLLC’s secure transfer site</li> <li>• Validate configuration tenant build</li> <li>• Review and resolve issues from exception reports</li> <li>• Review existing reports and confirm which Workday report will meet these needs and identify any necessary custom reports as part of the Architect &amp; Configure stage</li> <li>• Finalize test strategy</li> <li>• Develop catch-up data transaction entry approach</li> <li>• Define and document test plan and test scenarios (End-to-End and Regression)</li> <li>• Jointly conduct CCS</li> <li>• Develop Client assigned integrations</li> <li>• Conduct Workset configuration validation testing</li> <li>• Conduct Unit Testing of configuration</li> <li>• Conduct smoke testing of integrations developed by Client</li> <li>• Create integration operations guides for all Client assigned integrations</li> <li>• Review integration smoke test results and final integration design in order to provide sign-off of integrations ready for End-to-End Testing</li> </ul>

Stage	CSLLC Services/Deliverables	Client Responsibilities
		<ul style="list-style-type: none"> <li>• Participate in functional KT during configuration tenant Unit Testing</li> <li>• Define and implement test management processes and tools including defect management, status tracking/reporting and daily test status meetings</li> <li>• Develop comprehensive cross-functional scenarios from smoke and/or End-to-End Test scenarios provided by CSLLC</li> <li>• Review and finalize test scenarios, test scenario assignments and detailed daily test plan</li> <li>• Train and prepare testers for testing</li> <li>• Develop material to be presented at the Test kickoff meeting</li> <li>• Design, develop and Unit Test Client assigned reports</li> <li>• Sign off on functional design documents</li> <li>• Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the End-to-End tenant</li> <li>• Provide Client personal data/personally identifiable information for End-to-End tenant and submit to CSLLC’s secure transfer site</li> <li>• Validate End-to-End tenant build</li> <li>• Review and resolve issues from exception reports</li> <li>• Sign off on stage</li> </ul>
<p><b>Test</b></p>	<ul style="list-style-type: none"> <li>• Manage the project plan</li> <li>• Conduct weekly one (1) hour project meeting; co-lead steering committee meetings</li> <li>• Conduct weekly workstream meetings up to one (1) hour</li> <li>• Participate in Test kickoff session</li> <li>• Conduct up to one (1) hour navigation review per workstream, at start of test cycle</li> <li>• Create integrations schedule recurrence tracker</li> </ul>	<ul style="list-style-type: none"> <li>• Provide input to the project plan</li> <li>• Participate in weekly project meetings and workstream meetings; co-lead steering committee meetings</li> <li>• Lead Test kickoff session</li> <li>• Lead daily End-to-End and Parallel Test meetings</li> <li>• Execute all test scenarios (End-to-End, User Acceptance and Regression) and provide test management (e.g., testing</li> </ul>

Stage	CSLLC Services/Deliverables	Client Responsibilities
	<ul style="list-style-type: none"> <li>• Support integration defect resolution for CSLLC assigned integrations</li> <li>• Provide functioning CSLLC assigned interfaces per the test plan</li> <li>• Coordinate the first Workday product release during the project along with KT for the Client to manage subsequent updates</li> <li>• Participate in one (1) thirty (30) minute daily End-to-End or Parallel Test status meeting, limited to one (1) CSLLC functional workstream consultant and one (1) CSLLC integration consultant, if applicable for workstreams where there is an open issue</li> <li>• Conduct up to five (5) one (1) hour KT meetings, per workstream</li> <li>• Resolve CSLLC assigned test defects; advise Client in resolution of Client assigned test defects</li> <li>• Support Client led End-to-End issue resolution up to five (5) hours per week per workstream</li> <li>• Assist with questions regarding mapping of data to Workday data model</li> <li>• Build of Parallel tenant</li> <li>• Provide exception reports/issues log from Parallel tenant build</li> <li>• Deliver Cynergy tenant validation reports and support validation efforts of Parallel tenant</li> <li>• Support execution of three (3) payroll Parallel cycles per Client defined Parallel Test management strategy and success criteria</li> <li>• Setup Parallel CSLLC's ImPaCT tool in preparation of Parallel Testing using Client provided legacy payroll data files in CSLLC's designated format</li> <li>• Provide Parallel variance reports utilizing CSLLC's ImPaCT tool and assist with questions related to variance analysis</li> <li>• Partner with Client on finalizing Parallel Test strategy and success criteria</li> </ul>	<p>coordination, compiling scenarios, reporting metrics, etc.)</p> <ul style="list-style-type: none"> <li>• Resolve Client assigned test incidents</li> <li>• Support integration defect resolution for Client assigned integrations</li> <li>• Provide functioning Client assigned interfaces per the test plan</li> <li>• Client SMEs to participate in KT meetings</li> <li>• Develop subset or supplemental scenarios for additional testing during Test stage</li> <li>• Plan and execute performance testing if required by Workday</li> <li>• Update system configuration as required</li> <li>• Update design documentation (as required by internal audit team)</li> <li>• Participate in the first Workday product release during the project; coordinate activities related to subsequent updates</li> <li>• Complete test of extraction and load process for catch-up data transaction entry</li> <li>• Develop extract scripts and provide validated extract data from legacy system(s) into one (1) set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the Parallel tenant</li> <li>• Provide Client personal data/personally identifiable information for Parallel tenant and submit to CSLLC's secure transfer site</li> <li>• Validate Parallel tenant build</li> <li>• Review and resolve issues from exception reports</li> <li>• Complete catch-up data transaction entry for Parallel</li> <li>• Execute three (3) payroll Parallel cycles per Client defined Parallel Test management strategy and success criteria</li> <li>• Provide legacy payroll data files in CSLLC's designated format in</li> </ul>



Stage	CSLLC Services/Deliverables	Client Responsibilities
	<ul style="list-style-type: none"> <li>• Provide sample deployment cutover plan, advise Client in developing detailed cutover plan</li> <li>• Provide KT workbook for sign off</li> <li>• Provide stage sign-off document</li> </ul>	<p>preparation for Parallel Testing and use of CSLLC's ImPaCT tool</p> <ul style="list-style-type: none"> <li>• Develop and provide any executive summaries for Parallel reporting to the project leadership team</li> <li>• Manage and sign off on all test results (End-to-End, Parallel, and Regression)</li> <li>• Develop deployment cutover plan</li> <li>• Complete and sign off on the KT workbook</li> <li>• Sign off on stage</li> </ul>
<b>Deploy</b>	<ul style="list-style-type: none"> <li>• Manage the project plan</li> <li>• Conduct weekly one (1) hour project meeting; co-lead steering committee meetings</li> <li>• Conduct weekly workstream meetings up to one (1) hour</li> <li>• Provide the Workday Go-Live Checklist and Move-to-Production Authorization</li> <li>• Update integration schedule and recurrences tracker</li> <li>• Assist with questions regarding mapping of data to Workday data model</li> <li>• Build of gold/pre-Production tenant</li> <li>• Provide exception reports/issues log from gold build</li> <li>• Deliver Cynergy tenant validation reports and support validation efforts of gold/pre-Production tenant OR deliver Cynergy tenant validation reports and support validation efforts of Sandbox tenant</li> <li>• Verify migration of CSLLC assigned integrations</li> <li>• Schedule integrations according to the integrations schedule recurrence tracker</li> <li>• Schedule the transition to Production support meeting with Client (held after Move-to-Production)</li> <li>• Jointly complete the Workday Go-Live announcement</li> <li>• Provide stage sign-off document</li> </ul>	<ul style="list-style-type: none"> <li>• Provide input to the project plan</li> <li>• Participate in weekly project meetings; conduct steering committee meetings</li> <li>• Manage and execute to the Deploy cutover plan</li> <li>• Provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the gold/pre-Production tenant</li> <li>• Provide Client personal data/personally identifiable information for gold/pre-Production OR Sandbox and Production tenant and submit to CSLLC's secure transfer site</li> <li>• Validate gold/pre-Production tenant build</li> <li>• Review and resolve issues from exception reports</li> <li>• Provide required sign off for Sandbox configuration migration to Production</li> <li>• Verify migration of Client assigned integrations</li> <li>• Jointly complete the Workday Go-Live announcement</li> <li>• Approve and sign off on the Workday Go-Live Checklist and Move-to-Production Authorization</li> <li>• Create and distribute the Workday Go-Live announcement</li> <li>• Sign off on stage</li> </ul>

Stage	CSLLC Services/Deliverables	Client Responsibilities
<p><b>Post-Production support</b></p>	<ul style="list-style-type: none"> <li>• Provide standby support after the Move-to-Production as defined by the number of weeks in the Timeline outlined in Section 3.3</li> <li>• Conduct KT sessions for CSLLC developed integrations</li> <li>• Conduct payroll support</li> <li>• Conduct support for first financial period close</li> <li>• Provide stage sign-off document</li> <li>• Ensure all project documentation from CSLLC central repository solution is delivered to Client in an agreed upon format and delivery method.</li> </ul>	<ul style="list-style-type: none"> <li>• Complete catch-up data transaction entry</li> <li>• Staff and manage help desk</li> <li>• Make any updates to Production</li> <li>• Sign off on stage</li> </ul>

**OC&T Services**

	CSLLC Services/Deliverables	Client Responsibilities
<p><b>Organizational Change Management</b></p>	<ul style="list-style-type: none"> <li>• Conduct OC&amp;T kickoff</li> <li>• Establish and facilitate weekly workstream meetings</li> <li>• Develop the OC&amp;T timeline</li> <li>• Conduct OC&amp;T discovery workshop</li> <li>• Complete discovery workbook</li> <li>• Provide stakeholder identification and assessment template</li> <li>• Advise on identification and analysis of stakeholders and sponsors</li> <li>• Provide and advise on the use of readiness assessment toolkit</li> <li>• Provide change impact analysis template</li> <li>• Advise on the collection of change impacts throughout functional design sessions and playback sessions</li> <li>• Facilitate OC&amp;T strategy design session</li> <li>• Develop change strategy document</li> <li>• Facilitate change strategy confirmation and readout session targeted toward Client workstream leads and sponsors</li> </ul>	<ul style="list-style-type: none"> <li>• Provide organizational change counterpart to regularly interface with CSLLC’s OC&amp;T team</li> <li>• Participate in OC&amp;T kickoff</li> <li>• Provide input and approval of all facets of the OC&amp;T timeline</li> <li>• Participate in OC&amp;T discovery Workshop</li> <li>• Provide input on discovery workbook</li> <li>• Identify stakeholders and sponsors with guidance from CSLLC</li> <li>• Collect change impacts throughout functional design sessions and playback sessions</li> <li>• Attend functional CCS and confirm change impacts</li> <li>• Develop change impact readout</li> <li>• Participate in OC&amp;T strategy design session</li> <li>• Provide input and approve change strategy document</li> <li>• Identify attendees and coordinate scheduling for</li> </ul>



	<b>CSLLC Services/Deliverables</b>	<b>Client Responsibilities</b>
	<ul style="list-style-type: none"> <li>• Develop initial end-user communications plan</li> <li>• Advise on communications development</li> <li>• Advise on the change champion network plan</li> <li>• Advise on the identification of change champions</li> <li>• Advise on the design of user experience sessions</li> <li>• Recommend end-user adoption measurement activities</li> <li>• Advise on sustainment activities</li> </ul>	<p>change strategy readout session</p> <ul style="list-style-type: none"> <li>• Conduct all readiness assessments, as needed</li> <li>• Provide input and approve initial end-user communications plan; assume ownership at the start of functional CCS</li> <li>• Develop and deliver all communications</li> <li>• Develop the change champion network plan</li> <li>• Identify change champions</li> <li>• Design, manage, and implement change champion network activities</li> <li>• Design, manage, and facilitate user experience sessions</li> <li>• Measure and report on end-user adoption</li> <li>• Develop the Sustainment Plan and execute sustainment activities</li> </ul>
<b>End User Training</b>	<ul style="list-style-type: none"> <li>• Develop training needs assessment and training curriculum plan</li> <li>• Provide training prototypes for formatting discussions and decisions</li> <li>• Introduce in-system guidance planning tools</li> <li>• Provide the following training support:                             <ul style="list-style-type: none"> <li>○ Develop training materials, as defined in the training curriculum plan, up to one thousand fifty (1,050) hours</li> <li>○ Deliver end-user training, as defined in the training curriculum plan, up to eighty (80) hours</li> <li>○ Stage the training environment to facilitate hands-on practice, up to forty (40) hours</li> </ul> </li> <li>• Recommend training evaluation methods</li> </ul>	<ul style="list-style-type: none"> <li>• Provide input and approve the training needs assessment and training curriculum plan</li> <li>• Define format templates for all training methods (job aids, presentations, videos, etc.)</li> <li>• Own the development, conversion, and maintenance of in-system guidance (Help Text, Guided Tours, etc.)</li> <li>• Own the development of training materials beyond the defined CSLLC effort allowance</li> <li>• Own the delivery of training activities beyond the defined CSLLC effort allowance</li> <li>• Own training logistics, including but not limited to: registering participants, tracking training attendance and completion, scheduling, etc.</li> <li>• Evaluate training effectiveness</li> <li>• Coordinate training reinforcement activities, as needed</li> </ul>

	CSLLC Services/Deliverables	Client Responsibilities
	<ul style="list-style-type: none"> <li>Recommend additional reinforcement activities to increase adoption</li> </ul>	

**3.0 Project Approach**

**3.1 Methodology**

The implementation will be completed by following CSLLC’s Cynergy methodology which consists of the following stages: Plan, Architect & Configure, Test, and Deploy. The specific tasks and durations to complete these tasks will be detailed in the project plan, project charter and Project Schedule which are to be developed jointly by the CSLLC Engagement Manager (“CSLLC EM”) and the Client Project Manager.

**3.1.1 Delivery Model**

CSLLC will deliver this implementation using the onshore GDC delivery model. CSLLC is providing a project team comprised of Workday certified experts both at onshore and GDC locations that provide the knowledge required to ensure a successful implementation utilizing a combination of Client specific requirements and industry best practice.

**3.2 Governance**

**Project Management**

In the Plan stage of the project, the CSLLC EM will work with the Client Project Manager to develop a detailed project plan to be used to maintain project tasks and the Timeline. A project charter will be created to guide the team in maintaining Scope and project objectives. The project charter will also define the path of issue escalation.

Finalization of the Scope, as determined during the Plan and Architect & Configure stages, may require the project team to revise the estimates and resource requirements for the remaining stages of the project.

**Change Control Process**

Any additional or modified Scope of Services shall be documented in a separate written and fully executed Project Change Order form (“Change Order”) using the template set forth in Appendix C. Such form shall include the written approval of an authorized representative of Client before CSLLC will begin any additional work or incur any charges or fees outside the Scope of this SOW. Client and CSLLC agree to the following Change Control Process:

- **Step 1:** CSLLC will prepare a description of the necessary change including Scope, process, cost, impact to the Timeline, and impact to resources along with a list of alternative solutions.
- **Step 2:** The Client Project Manager will review and approve or reject within his or her authority or escalate to the executive sponsor for review and approval or rejection.
- **Step 3:** Client will review and approve or deny the request for the additional or modified Services within three (3) business days so as not to cause any unnecessary delay in the Timeline.

- **Step 4:** Any approved additions or modifications to the Scope of Services will be documented pursuant to a Change Order and become an addendum to this SOW.

### **Status Reporting**

During the Plan stage of the project, the CSLLC EM will coordinate with the Client Project Manager to establish a set of regularly scheduled meetings to present project status and risks. These will include, but are not limited to, a monthly steering committee meeting, a weekly project core team status meeting, weekly workstream meetings, a weekly project management meeting, and additional meetings, as needed. The CSLLC EM will report out at the steering committee and team status meetings on the status, activities, issues and other relevant project information.

The monthly steering committee meeting will include a review of the Timeline and status, accomplishments to date, upcoming project activities and milestones, review of issues and risks requiring action from the steering committee members, potential changes to Scope and a review of the financials of the project. The steering committee will include a readout by the CSLLC EM on the state of the project; participation may be in person or remote.

A weekly Status Meeting will be held with the core team and the Client Project Manager to assess recent accomplishments, issues, risk factors and to ensure that the work planned for the next two (2) weeks is properly resourced. Risk factors and roadblocks will be assessed and either resolved or escalated. In addition to these meetings, meetings with functional teams will be scheduled to review and resolve any open issues.

All meeting agendas, status reports, steering committee presentations, issues log, project plan and the project charter will be stored on the project collaboration site as referenced in Section 4.0 Assumptions & Dependencies.

### **Knowledge Transfer (KT)**

Over the course of the project, CSLLC will conduct functional and technical KT through iterative Workset design and playback sessions, CCS, weekly workstream meetings and during the Test stage. Additional KT will occur during the Post-Production stage as needed. To formalize KT, CSLLC will complete and require sign off by the Client of the KT workbook. CSLLC and Client will utilize the KT workbook to track progress and topics during each stage.

### **Knowledge Depot**

Client will have access to the Knowledge Depot to review available video content for the functionality which is in Scope during the Term of this SOW. Knowledge Depot Video content only will reside within the provided SharePoint folder(s) and Client acknowledges that such video content will not be downloaded locally. If the client chooses our post production support services past the hypercare period, they will have access to the Knowledge Depot along with that contract.

Client will have access to the Knowledge Depot to review available video content for the functionality which is in Scope during the Term of this SOW. Video content only will reside within the provided SharePoint folder(s) and Client acknowledges that such video content will not be downloaded locally. If Client requires additional KT, this may result in a Change Order. Process documentation (e.g., operational guides and process flow

diagrams) is not in Scope for KT, with the exception of the integrations operations guide for CSLLC owned integrations.

**3.3 Project Schedule**

The time required to complete the project (the “Project Schedule” or “Timeline”) is based on the contents of this SOW. The parties agree that the completed deployment date will be on or before December 11, 2026. Unless otherwise mutually agreed upon, Services under this SOW are expected to commence ten (10) business days from the date of execution by the Client and CSLLC. The estimated duration and estimated start dates of each project stage are listed below, pending execution of this SOW and availability of Client resources and training. The Client payroll schedule may require an adjustment on the estimated start date for the Deploy and Post-Production stages. If the Client payroll schedule requires an adjustment, the number of weeks defined in the Timeline below will determine the new stage start and end dates for the Deploy and Post-Production stages.

Client resources will attend Workday fundamentals training for the functional areas in Scope prior to the start of the Architect & Configure stage, and Client resources which are assigned to design/build integrations (as indicated in the integrations Scope) will complete the required Workday training (report writing, calculated fields, and integration-related classes) prior to the start of the Architect & Configure stage. If training is not attended, this could result in a significant impact to the time and cost of the project.

The project will be completed in one (1) phase– as presented below. The Timeline for the project is as follows:

Project Timeline								
	Strategy	Plan	Architect & Configure	Test	Parallel	Deploy	Post Production	Total Weeks
Weeks	6	8	40	22	9	6	6	97
Start	4/7/2025	4/28/2025	6/23/2025	3/30/2026	8/31/2026	11/2/2026	12/14/2026	
Finish	5/16/2025	6/20/2025	3/27/2026	8/28/2026	10/30/2026	12/11/2026	1/22/2027	

**Note:**

- Integrations will be developed based on a timeframe dependent on the batches defined in the integrations planning sessions and third-party vendor availability.
- Functional architect hours are assumed to be heavier in the Architect & Configure stage and will reduce to high level oversight following CCS.

**3.4 Resources**

**CSLLC personnel assignment**

CSLLC warrants that all personnel assigned to perform the Services under this SOW shall have the necessary skills, qualifications, and expertise to perform the work competently and professionally.

### **Replacement of CSLLC personnel**

If the County reasonably determines that any CSLLC personnel is not performing the Services to the required standard, the County may request the replacement of such personnel.

Upon receiving a written request from the County, CSLLC shall promptly provide a replacement with equivalent or superior qualifications and expertise.

CSLLC shall bear all costs associated with the replacement of personnel, including any necessary training or onboarding of the new personnel.

The County will review and approve proposed CSLLC personnel with the understanding that delays in resource assignments could impact project timelines. Where reasonably possible, CSLLC will notify County of any changes in approved personnel with at least seven (7) calendar days advance notice and good cause. CSLLC will work with the County to mitigate project impacts after any such removal. The County will review and approved any CSLLC personnel changes.

### **4.0 Assumptions & Dependencies**

The Services, labor estimates, and Pricing presented in this SOW are dependent on the following assumptions being true. Pricing, terms and conditions herein are effective only upon execution of this SOW by both Parties. CSLLC reserves the right to alter any Pricing, terms and conditions prior to the execution of this SOW.

Client will:

- a. Timely complete each item listed as a Client responsibility in Section 2.0.
- b. Have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously. This includes gathering any necessary approvals from governing bodies, such as a works council, needed to proceed with the project.
- c. Have the necessary resources available in each stage, according to how they are identified in the staffing and project plans. Resources will be empowered and capable of making decisions on behalf of the Client. Resources will include, but are not to be limited to, functional and technical leads, and applicable business process and SMEs. If resource and/or priority conflicts occur, they will be discussed and resolved with the project steering committee.
- d. If CSLLC is able to travel in accordance with its internal policies and procedures, Client will provide the necessary hardware for the deployment, a desk, access to office space, and an internet connection.
- e. Provide all required technology needs, connectivity, and network access to all relevant Client applications necessary for the deployment. The CSLLC consultants will have access to software including security rights and passwords where required in order to complete the deployment. CSLLC resources will provide their own laptops. If Client owned laptops or virtual machines are required to be used, this may result in a Change Order.
- f. Be responsible for workstation compliance to Workday's minimum requirements. Client has determined their technical needs will be met, and internal systems and policies, as well as third-party vendors, are compatible with Workday. Any technical issues which may arise during implementation are to be resolved by Client.

- g. Lead the coordination with any Client's third-party vendor involvement required to complete the Services. Client understands that some of their third-party vendors may charge fees for the completion of Services and such fees are the sole responsibility of Client.
- h. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.
- i. Use CSLLC provided central repository solution for non-sensitive project document sharing and CSLLC's secure transfer site for the secure exchange of sensitive Client employee data with the CSLLC project team.
- j. Be responsible for any job catalog and/or compensation restructuring efforts, with initial draft of restructure completed by the start of the Architect & Configure stage and completed by the start of the Test stage.
- k. Seek to minimize the amount of plan and/or Client changes during the course of the project, with any changes finalized by the end of the Architect & Configure stage. If CSLLC needs assistance with the minimization of project impacts, this may result in a Change Order.
- l. Perform all of the Client responsibilities in the stages identified, and per the project plan including but not limited to sign off at the completion of each stage, provision of data files, provision of test scenarios, execution of test scenarios and integration testing.
- m. Be solely responsible for executing the test scenarios, which shall include configuration, business processes, data, reports and integrations. CSLLC will support testing activities and assist the County with the development of the test strategy. Client will provide written acceptance of test results to CSLLC prior to any Move-to-Production.
- n. In the event CSLLC is required to assist Client with Move-to-Production activities, Client will provide written approval if CSLLC's assistance is required during Client's Move-to-Production activities. Upon completion of Move-to-Production activities, Client will verify Production results and shall be solely responsible for Production accuracy. Client shall provide written acceptance to CSLLC after such Move-to-Production activities have been completed. CSLLC will advise and support these activities and also will have tasks of their own to complete across the move to production.
- o. Adhere to the outlined meeting schedules defined in the Section 2.0 Services/Deliverables and Responsibilities table; any variation could result in an impact to cost and Timeline.
- p. Coordinate participation from key stakeholders and project team to attend a single CSLLC led architect workshop and CCS per functional area. If additional workshops or sessions are needed, the Client Project Manager will work with the CSLLC EM to determine impact to project effort and Timeline.
- q. Use CSLLC tools and templates. If the Client requires CSLLC to utilize Client specific/owned tools and templates, the Client Project Manager will work with the CSLLC EM to determine impact to project effort.
- r. Be responsible for ensuring Production tenant updates are reflected in the Implementation tenant used for this project, specifically for items which may impact the Scope of the project. CSLLC will not be responsible for any issues during migration directly related to mismatched



configuration between the Production and Implementation tenants. If there was a situation in which CSLLC caused an issue during migration CSLLC will take responsibility for that item.

### **Absence Assumptions**

- a. Workday required training is completed by functional resources before the conclusion of Workset A which is part of the Architect & Configure stage. A workset is an agile and iterative approach to ensure our clients have an opportunity to see results and drive the configuration before moving to the next step.
- b. Client has no more than nine (9) unions.
- c. Pre-configured absence business processes and Workday security will be utilized with limited minor modifications.
- d. Regulatory leave types will be implemented using a consolidated approach.
- e. Regulatory sick plans will be consolidated at the state/province level utilizing the most generous entitlement for the states/provinces in Scope.

### **Time Tracking Assumptions**

- a. Request overtime is not included.
- b. Workday required training is completed by functional resources before the conclusion of Workset A. Workset A takes place during the Architect & Configure Stage.
- c. Client has no more than nine (9) unions
- d. Pre-configured time tracking business processes and Workday security will be utilized with limited minor modifications.
- e. No more than twenty-five (25) work schedule calendars.

### **Scheduling Assumptions**

- a. Preconfigured scheduling business processes and Workday security will be utilized with limited minor modifications.
- b. Workday defined default domain security will be used.

### **Payroll Assumptions**

- a. Client is responsible for providing executive summaries for Parallel reporting to the project leadership team. CSLLC will be responsible for providing delivered Parallel reports from the CSLLC Parallel ImPaCT tool.
- b. Processing of payroll occurs from a centralized office for all locations included in the payroll Scope.
- c. Gathering of payroll requirements and testing will be owned by a centralized office for all locations included in the payroll Scope.
- d. KT will be delivered to a key resource and the Client is responsible for training their payroll organization.
- e. Tax filing will be handled by a third-party vendor. Workday does not currently support tax filing as part of the core Workday payroll module and only provides basic tax balancing reports.
- f. If 1099 tax elections and payroll processing are required, those will be handled by a third-party vendor. Workday does not currently support 1099 tax elections or processing as part of the core Workday payroll module.
- g. Payroll commitments, payroll obligations, encumbrance accounting, and position budgets are not included in the Scope of this SOW.

- h. Client is responsible for the accuracy of the payroll data provided in the required format. Client is also responsible for reconciling all payroll data to the legacy system.
- i. Timeline includes three (3) cycles of payroll Parallel Testing.
- j. Only employees in Workday will be paid out of Workday payroll. Payments for any 1099-R retirees, spouses and/or dependents will be processed by a third-party payroll provider.
- k. Client is responsible for payroll compliance review with internal or external counsel.

### **Integration Assumptions**

- a. Integration estimates will be reviewed at the completion of the Architect & Configure stage of the project. Adjustments may be required after further analysis and any possible changes to Scope. If a configured integrations template does not satisfy Client's unique requirements, a custom integration will be a viable solution and can be built at an additional cost.
- b. Client integration functional owners are available for integration discovery and design sessions throughout the Plan and Architect & Configure stages.
- c. Client design meetings for each integration will not exceed ten percent (10%) of the estimated effort of each integration.
- d. CSLLC integration team assistance for Client built integrations will not exceed ten percent (10%) of the overall estimated effort for the integrations assigned to the Client.
- e. Requirements and specifications for all in Scope integrations will be available by the end of the Plan stage.
- f. Client integration workstream meetings will be limited to a maximum of two (2) hours per week for all integration resources.
- g. Inbound integrations are scoped using Workday standard fields. If Workday custom objects are needed to store data, the integration effort will need to be revised.
- h. Workday required performance testing is not in Scope.
- i. Integrations (both CSLLC and Client owned) may be separated into batches depending on priority, critical and Timeline impacts; the Timeline could be adjusted due to delays in requirements or Client accessibility. Batches will have varying timeframes to accommodate prioritization and architect workshop schedules to reduce rework.
- j. Client is responsible for execution of integrations, third-party vendor coordination and results validation for the End-to-End and Parallel Test scenarios.
- k. Integrations dependent upon FDM may follow separate milestones and testing cycles.

### **Authentication Assumptions**

- a. CSLLC will advise Client of the Workday options for a single sign-on solution and will perform the applicable authentication setup within the Workday tenant.
- b. Client is responsible for all implementation work outside of the Workday tenant (e.g., Security Assertion Markup Language (SAML) setup, identity server). Client will provide the appropriate resource commitments and skill sets depending on the single sign-on option selected during design.

### **Testing Assumptions**

- a. Client will provide a Test Lead unless otherwise stated in this SOW who is responsible for overseeing test scenario creation and consolidating scenarios to be used for End-to-End, PDR, Parallel and Regression Testing, managing testers, and reporting out testing metrics.
- b. Client and CSLLC will review and approve proposed enhancements coming out of testing to identify the priority and potential impact to the Timeline, resources and level of effort prior to



changes being made. Any such approved enhancements requests shall be pursuant to a Change Order.

- c. Client will finalize and sign off on End-to-End Testing prior to entering Parallel Testing. Exceptions must be agreed upon by CSLLC if additional End-to-End Testing is required prior to entering Parallel Testing.
- d. Client will complete testing within the time specified in the Timeline.
- e. Client will coordinate participation from project testers to be co-located together on a remote basis, or at a mutually agreed upon shared site if CSLLC is able to travel in accordance with its internal policies and procedures. If additional support locations are needed for testing, the Client Project Manager will work with the CSLLC EM to determine impact to project effort and Timeline.
- f. During cycle one (1) of End-to-End Testing, CSLLC will resolve assigned test incidents working alongside Client resources as part of KT. For End-to-End cycle two (2) and beyond, Client resources will lead the resolution of test incidents with support from CSLLC.
- g. When a Workday update occurs, the only additional changes which will be included in the project are those which are automatically required by Workday. Any additional functionality to be implemented as part of a Workday product release will be treated as additional Scope and managed through the Change Control Process set forth herein.
- h. Prior to the start of the Test stage, if CSLLC determines that an Object Master Tenant (“OMT”) is required, the OMT will be the source for the Parallel and/or pre-Production tenant(s). The OMT will include only Client approved/validated configurations. CSLLC will maintain sole access to the OMT.

### **Strategy Assumptions**

- a. Client executive sponsor(s) will be available to participate in plan/visioning sessions to set goals and objectives, vision, and help guide the governance and decision-making framework for the project.
- b. Project does not include any current state process mapping sessions, or any development of process tools and templates (e.g., checklists, job aids, user knowledge articles).
- c. Project does not include any finance nor human resources program policy reviews or re-writing.
- d. Future-state process maps will include steps inside and outside of Workday, and not include non-Workday system workflows and architecture (e.g., learning systems, financial systems).
- e. Future-state process maps will include one (1) iteration for each End-to-End process design.
- f. Non-Workday technology assumptions –
  - i. Client will extract and consolidate required documentation from non-Workday human resources systems to CSLLC as required for review and analysis.
  - ii. Issues and progress tracking for technology changes to be made with third-party vendors to be managed and owned by Client.

### **Organizational Change & Training Assumptions**

- a. All materials will be created and delivered in English.
- b. All training materials are developed to reflect the Client’s specific configuration of Workday and replicate what the end-user will see in the system.
- c. All materials will require review by a Client subject-matter expert in order to add in any additional context or policy that the CSLLC developers may not have access to.

- d. Development of all training materials allows for two (2) review & revision cycles per document/item by the Client. Subsequent revisions requested of CSLLC may impact the total amount of materials that can be completed within the above budget.
- e. CSLLC OC&T consultants will require implementer access to all tenant environments suitable for training.

### **General Assumptions**

- a. CSLLC will operate in a global delivery model from onshore and CSLLC's Global Deployment Center ("GDC") locations.
- b. Unless the Parties agree otherwise, support hours for onshore are assumed to be within standard business hours, defined as follows, with response time based on forecasted hours:
  - i. 9:00 AM Eastern Time ("ET") through 5:00 PM ET.
  - ii. Monday through Friday.
  - iii. Excluding CSLLC holidays. A list of CSLLC holidays will be made available to the Client upon request.
- c. All meetings where CSLLC's GDC consultants involvement will be required will be scheduled between 9:00 AM ET and 1:00 PM ET.
- d. CSLLC's GDC consultants, when required, will be available during the Client's business hours for key events defined as follows:
  - a. Requirement workshops
  - b. End-to-End Testing of critical issue triage
- e. Pre-configuration: CSLLC Team will utilize CSLLC's leading practices based pre-configuration to conduct the design sessions in the Architect & Configure stage. The approach for the design sessions will be reviewed at pre-configuration and then CSLLC will adjust the configuration in areas which are in Scope but do not meet the Client's business requirements.
- f. Design workshops will take place during a one (1) week period within each Workset and may require overlap of individual workstreams.

## **5.0 Response**

- a. Response targets for implementation Post-Production support are limited to standard business hours, defined as follows:
  - i. 9:00 AM ET through 5:00 PM ET.
  - ii. Monday through Friday.
  - iii. Excluding CSLLC holidays. A list of CSLLC holidays will be made available to the Client upon request.
- b. Issue response expectations:
  - i. Client will ensure the issue is genuine, assign the proper priority, and assign issue to the appropriate CSLLC resource for further resolution.
  - ii. As issues are assigned to CSLLC, CSLLC will use commercially reasonable efforts to acknowledge receipt of the issue as per the Target Response Times provided in the table below and will provide next steps.
  - iii. After performing an analysis of the issue CSLLC will provide an estimated resolution time.

c. Testing Issue Categorization:

Priority	Description	Target Response Time
<b>Blocker</b>	<ul style="list-style-type: none"> <li>• Critical issue that severely impacts Client’s use of Workday (functionality is not available)</li> <li>• The issue halts testing from proceeding</li> <li>• No workaround exists</li> </ul>	Two (2) business hours
<b>Critical</b>	<ul style="list-style-type: none"> <li>• Critical issue that severely impacts Client’s use of Workday (functionality is not available)</li> <li>• The issue will prevent Go-Live</li> <li>• No workaround exists</li> </ul>	Two (2) business hours
<b>High</b>	<ul style="list-style-type: none"> <li>• Major functionality issue with impact to business operations (e.g., prevents the Client from completing one (1) or more important business processes)</li> <li>• Workaround exists but is not an optimal solution</li> </ul>	Four (4) business hours
<b>Medium</b>	<ul style="list-style-type: none"> <li>• An issue with the service or functionality that prevents the Client from completing one (1) or more non-critical business processes that are not imperative to a Client’s business operations</li> <li>• Workaround exists</li> </ul>	After all above items are resolved, four (4) business hours
<b>Low</b>	<ul style="list-style-type: none"> <li>• Limited or no impact to service or functionality</li> <li>• “Nice to Have” functionality or a future optimization request</li> <li>• Workaround exists or is not needed</li> </ul>	After all above items are resolved, four (4) business hours

**Post-Production Hypercare (“Hypercare”) Support Assumptions**

- a. Response targets for implementation post-Production support are limited to standard business hours, defined as follows:
  - i. 9:00 AM ET through 5:00 PM ET.
  - ii. Monday through Friday.
  - iii. Excluding CSLLC holidays. A list of CSLLC holidays will be made available to the Client upon request.
- b. Issue response expectations:
  - i. Client will ensure the issue is genuine, assign the proper priority, and assign issue to the appropriate CSLLC resource for further resolution.
  - ii. If “Severity One (1)” emergency assistance, as defined in the table below, is needed in Production, Client will log a case with Workday.
  - iii. As issues are assigned to CSLLC, CSLLC will use commercially reasonable efforts to acknowledge receipt of the issue as per the Hypercare Target Response Times provided in the table below and will provide next steps.

iv. After performing an analysis of the issue CSLLC will provide an estimated resolution time.

c. Production Issue Categorization:

Severity	Description	Hypercare Target Response Time
<b>Severity One (1)</b>	<ul style="list-style-type: none"> <li>• Critical Production issue that severely impacts Client’s use of Workday</li> <li>• The issue halts Client’s business operations</li> <li>• No procedural workaround exists</li> </ul>	Two (2) business hours
<b>Severity Two (2)</b>	<ul style="list-style-type: none"> <li>• Major functionality is impacted or significant performance degradation is experienced</li> <li>• The issue causes a high impact to portions of Client’s business operations</li> <li>• No reasonable workaround exists</li> </ul>	Four (4) business hours
<b>Severity Three (3)</b>	<ul style="list-style-type: none"> <li>• There is a partial, non-critical loss of use of service</li> <li>• The situation causes a medium-to-low impact on Client’s business, but Client’s business continues to function</li> <li>• Short-term workaround is available, but not scalable</li> </ul>	After all above items are resolved, four (4) business hours
<b>Severity Four (4)</b>	<ul style="list-style-type: none"> <li>• Inquiry regarding a routine technical issue, information requested on application capabilities, navigation, or configuration</li> <li>• Potential bug affecting a small number of users</li> <li>• Acceptable workaround available</li> </ul>	After all above items are resolved, four (4) business hours

**6.0 Term and Termination**

This SOW shall commence on the Start Date identified above and shall continue through January 22, 2027 (the “Term”), unless terminated sooner pursuant to the Agreement.

**7.0 Pricing**

- a. CSLLC will invoice and Client shall compensate CSLLC on a Fixed Fee basis as set forth in the table below for Services/Deliverables rendered as listed and described for each Milestone and Phase in Section 2.0 Services/Deliverables and Responsibilities. This price is inclusive of any and all associated charges and fees which CSLLC may experience during the fulfillment of this SOW, with the exception of Section 8.0 Expenses. Pricing is based on the schedule defined in the SOW; any changes to the schedule will require a modification in price. Invoices will be paid subject to the terms and conditions of the Agreement. Total cost of the engagement is listed in the Milestones and Events table below.
- b. Payments will be made according to the following schedule:

Fixed Fee and Invoicing				
Milestone / Event	Invoice Date	Invoice Amount	CSLLC Investment	Total Invoice Amount
Project Commencement	4/7/2025	\$ 50,000		\$ 50,000
Strategy Stage: Strategy	5/16/2025	\$ 1,066,637	-\$75,000	\$ 991,637
Plan Stage: Delivery of Plan Artifacts	6/20/2025	\$ 1,066,637	-\$75,000	\$ 991,637
Architect & Configure Stage: Delivery of Design Artifacts	11/10/2025	\$ 1,072,757	-\$81,120	\$ 991,637
Architect & Configure Stage: Delivery of End-to-End Tenant	3/27/2026	\$ 1,066,637	-\$75,000	\$ 991,637
Test Stage: Completion of End-to-End Test	8/28/2026	\$ 1,066,637	-\$75,000	\$ 991,637
Test Stage: Completion of Parallel Test	10/30/2026	\$ 1,066,637	-\$75,000	\$ 991,637
Deploy Stage: Completion of Move-to-Production (Go-Live)	12/11/2026	\$ 300,000	-\$25,000	\$ 275,000
Post-Production support: Completion of Project	1/22/2027	\$ 245,382	-\$25,000	\$ 220,382
<b>Project Total for All Phases</b>		<b>\$ 7,001,324</b>	<b>-\$506,120</b>	<b>\$ 6,495,204</b>
Estimated Expenses				\$0
<b>Grand Total</b>				<b>\$ 6,495,204</b>

- c. Workday specific training services and fees will be covered under a separate agreement between Client and Workday.
- d. Invoices will be emailed to the following address(es): [michael.piram@co.ramsey.mn.us](mailto:michael.piram@co.ramsey.mn.us), [kevin.kaszynski@co.ramsey.mn.us](mailto:kevin.kaszynski@co.ramsey.mn.us) and [sheila.rumpca@co.ramsey.mn.us](mailto:sheila.rumpca@co.ramsey.mn.us)  
Any other mailed correspondence will be delivered as follows below:

Ramsey County Minnesota  
 121 7<sup>th</sup> Place East Suite 2300  
 Saint Paul, MN 55101

- e. Any and all fees associated with Client’s e-invoicing, portal, or payment solution will be the responsibility of Client, without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.
- f. Any additional Services rendered in addition to the Scope as defined in this SOW will only be performed after the Parties agree to a Change Order utilizing the rate table to build the cost as identified below:

Project Role	Rate
Portfolio Director	\$320
Engagement Director	\$312
Senior Functional Architect	\$328
Strategy Architect	\$352
Functional Architect	\$284
Strategy Manager	\$312
Engagement Manager	\$264
Senior Principal Consultant	\$232
Principal	\$204
Consultant	\$168

Associate	\$152
Offshore	\$184

- f. Client does not require a purchase order number for billing/invoicing.

**Milestone/Event Definitions**

**Project Commencement –**

This milestone is achieved on the signing of this SOW by Client and allows CSLLC to begin the project and initiate the following tasks.

- a. Setup project Site and Populate with Relevant Assets
- b. Onboard and introduce CSLLC team and hold internal Kick Off
- c. Establish project tools and templates and begin to populate them
- d. Introduce CSLLC engagement manager/s to Client and begin scheduling activities

**Strategy Stage: Strategy –** This milestone is achieved after the following is complete:

- a. Executive Readout
- b. Strategy Map
- c. Security concepts and Security alignment
- d. Completion of the Strategy Stage

**Plan Stage: Delivery of Plan Artifacts –** This milestone is achieved after the following is complete:

- a. Project charter
- b. Draft Project Schedule and plan
- c. Kickoff deck agenda and presentation draft
- d. Schedule for architect workshops

**Architect & Configure Stage: Delivery of Design Artifacts –** This milestone is achieved after the following is complete:

- a. Iterative Workset design and playback sessions as defined in Scope are conducted
- b. Security concepts, security group reviews, and assignments
- c. Updated functional design documentation provided to Client

**Architect & Configure Stage: Delivery of End-to-End Tenant –** This milestone is achieved after the following is complete:

- a. End-to-End tenant build for use in End-to-End Testing

**Test Stage: Completion of End-to-End Test –** This milestone is achieved after the following is complete:

- a. Execution of test scenarios or timeframe for End-to-End Testing has lapsed
- b. Any issues reasonably identified as preventing progress to Parallel Testing have been addressed or mitigated. Start of any Services/Deliverables or responsibilities in the Deploy stage will be deemed as completion of this milestone.

**Test Stage: Completion of Parallel Test –** This milestone is achieved after the following is complete:

- a. Timeframe for Parallel Testing has lapsed
- b. Any issues reasonably identified as preventing progress to Production have been addressed or mitigated. Start of any Services/Deliverables in the Deploy stage will be deemed as completion of this milestone.

**Deploy Stage: Completion of Move-to-Production (Go-Live)** – This milestone is achieved after the following is complete:

- a. Production Workday system is available to any Client employees.

**Post-Production support: Completion of Project** – This milestone is achieved after the following is complete:

- a. Timeframe for Post-Production support has lapsed following the Move-to-Production.

CSLLC will present the applicable Deliverables to the Client and the Client will have three (3) business days to provide a specific list of reasonable issues to be remedied. CSLLC will address issues and resubmit the deficient Deliverables. After three (3) business days, should the Client not provide a list of issues, the Deliverables will be deemed complete. Use of the Deliverables by the Client will deem the Deliverables as completed.

## 8.0 Expenses

It is expected Services will be provided primarily on a remote basis. If travel is required, all reasonable travel expenses incurred by CSLLC related to the performance of services defined herein; reimbursement of those expenses will be made consistent with County policies, which will be provided to CSLLC upon request. The County will reimburse only the actual cost of out of pocket expenses incurred for completion of the project. If reimbursement for travel is permitted, all airfare will first be authorized by the County and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by the resulting contract will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.



### Appendix A – Detail Roles Description

#### Client Roles

Client personnel are experts on Client business/technologies and as such will have responsibility for providing project management, non-Workday functional, technical, and culture expertise to the project.

Client project team members and cross-functionality representation are currently identified as follows: (Note that project teams’ roles could be specific to implementation needs.)

Team Member	Description of Role
<b>Steering Committee, Senior Design Reviewers, Key Stakeholders, Executive Sponsor</b>	The steering committee provides funding and support to the project. Responsibilities include: <ul style="list-style-type: none"> <li>• Obtaining appropriate funding and approvals</li> <li>• Ensuring all appropriate resources are available for the project</li> <li>• Resolving issues which are impeding the progress of the project</li> <li>• Providing overall direction to the Client Project Manager</li> <li>• Sign off on key Deliverables/project milestones</li> <li>• Assuring project delivery and quality control</li> <li>• Attending steering committee Meetings</li> </ul>
<b>Project Manager</b>	The Client Project Manager is a dedicated resource focused specifically on the Workday implementation. While CSLLC understands there are many other activities linked to the implementation, this resource needs to be dedicated full-time to the project. Responsibilities include the following: <ul style="list-style-type: none"> <li>• Establishing and managing the project details, Deliverables, schedules, tasks, assignments, and execution</li> <li>• Coordinating business teams and support teams</li> <li>• Driving the implementation of the optimized processes</li> <li>• Managing the resolution of issues</li> <li>• Anticipating and resolving issues which could impact the project budget, schedule, Scope or quality</li> </ul>
<b>Functional Team (Global Process Owners, Process Leads, and SMEs/Business Analysts)</b>	The Functional Team are those familiar with Client business processes and systems. These individuals provide information to the CSLLC Functional Consultant(s) to configure the Workday solution. Responsibilities include: <ul style="list-style-type: none"> <li>• Communicate functional requirements which need to be configured in Workday</li> <li>• Describe current business processes and work with team to simplify and improve</li> <li>• Work with CSLLC Consultants to help map and load data into Workday</li> <li>• Actively participate in all testing activities</li> <li>• Pre-validate extracted data files prior to providing it to CSLLC; then validate data after it has been converted into Workday solution</li> <li>• Contribute to identifying and executing test scenarios for functional areas</li> <li>• Perform end user training</li> <li>• Participate in KT</li> </ul>



Team Member	Description of Role
<b>Technical Team (Integration Lead, Integration Engineers/Developers, and Data Conversion Specialist)</b>	<p>Technical resources perform the following:</p> <ul style="list-style-type: none"> <li>• Support the conversion and loading of data contained in existing systems</li> <li>• Design and develop custom integrations as outlined within the Scope section above</li> <li>• Develop custom reports</li> <li>• Manage Client communications</li> <li>• Participate in KT</li> <li>• Actively participate in testing activities</li> </ul> <p><i>Note: Resource experience, data quality and the amount of transformation required could impact the actual resources needed to support the data conversion efforts.</i></p>
<b>Internal Auditor</b>	<p>The Internal Auditor works with the project team to ensure proper procedures are followed and proper documentation is created for the implementation of Workday. This person is responsible for providing compliance-related guidance and expertise to the project team.</p>
<b>Test Lead</b>	<p>The Client Test Lead develops and manages the overall Client test strategy and plan. Responsibilities include:</p> <ul style="list-style-type: none"> <li>• Establish an approach to testing</li> <li>• Define resource requirements for testing</li> <li>• Establish the test schedule</li> <li>• Conduct overall execution of the Client prescribed End-to-End (including integrations), PDR and Parallel Test process for either Workday payroll from start to end of the test period</li> <li>• Facilitate testing coordination and progress meetings</li> <li>• Successfully manage defect resolutions</li> <li>• Resolve test issues via coordination of Client and CSLLC teams as required to complete testing for successful completion of Workday test</li> <li>• Define the overall test strategy</li> <li>• Define test approach, roles and responsibilities</li> <li>• Define test tools and scenarios by tester and success criteria for each test stage</li> <li>• Define and report test metrics to the project team and project executives</li> </ul>
<b>Organizational Change Lead</b>	<p>The Organizational Change Lead is focused on planning and executing the change management and communications activities. He or she is the primary counterpart to the CSLLC Organizational Change Lead (if there is someone assigned) and is responsible for providing primary insight into the Client’s culture, operations, and competing projects or interests. The Organization Change Lead is the primary liaison between the project team and other internal resources needed to execute and deploy the various change management and communications activities. He or she is ultimately responsible for all change management and communications-related Deliverables.</p>
<b>Training Lead</b>	<p>The Training Lead is focused on planning and executing the end user training activities. He or she is the primary counterpart to the CSLLC training</p>

Team Member	Description of Role
	lead (if there is someone assigned) and is responsible for providing primary insight into the Client’s training resources and preferences, as well as competing projects or interests related to end user training. The Training Lead is the primary liaison between the project team and other internal resources needed to plan, execute, and deploy the various training activities for the deployment. He or she is ultimately responsible for all training-related Deliverables. The Client may choose to assign the Organizational Change Lead and Training Lead roles and responsibilities to a single actual resource.
<b>Training Communications, and Change Management support Resources</b>	Depending on the specific strategies and plans the Client establishes as part of its OC&T program, additional resources will be needed at various times throughout the project lifecycle to support and execute the communications, change management, and training plans. These roles often include: <ul style="list-style-type: none"> <li>• Training developers responsible for developing and revising the end user training collateral as defined in the training curriculum plan</li> <li>• Communications leads/developers responsible for developing, revising, and deploying the end user communications collateral as defined in the communications plan</li> <li>• Trainers and super users responsible for gaining advanced familiarity with the new systems and user support tools, and in turn planning and delivering pre-Go-Live and ongoing training to end user audiences</li> <li>• Change champions responsible for generating awareness and support around future changes within their designated areas of influence</li> </ul>

**CSLLC roles**

The extent of each CSLLC team member’s involvement will vary by task as defined in the project plan. CSLLC will notify Client of any change in the CSLLC team that may be necessary. The team listing below does not exclude other CSLLC staff from being involved in this project.

CSLLC resources are process/software specialists and are responsible for providing functional and technical expertise to the project. Our core responsibilities include the following:

- Lead and drive business process configuration according to Client’s requirements
- Set up and configure system as defined in the statement of work
- Coach Client about the options and implications around each process/configuration decision
- Assist Client with the resolution of issues
- Identify potential business process improvements
- Escalate project problems and risks to the project leadership and/or steering committee as appropriate
- Support Client during testing and validation activities
- Assist Client with planning and managing the organizational change and training (OC&T) program
- Share OC&T templates and coach Client on how to use and maintain
- Provide OC&T support during the implementation

<b>Team member</b>	<b>Description of role</b>
Portfolio director	CSLLC provides a portfolio director to serve in an advisory role and escalation point on all Workday deployments to ensure success by working collaboratively with Client executives, Client project manager, Workday leadership and CSLLC’s engagement manager. Supports CSLLC engagement manager to resolve any escalated issues in a timely manner and sign-off on key deliverables throughout the project per the Cynergy™ for Workday methodology. The CSLLC portfolio director is an active and visible resource on the project and is expected to participate in regularly scheduled steering committee meetings and milestone activities to ensure the project is meeting the goals/objectives and timeframes outlined at the beginning of the project.
Functional architect	CSLLC provides a functional architect to work with Client in leading and driving the solution based on their broad Workday experience along with deep implementation expertise. The functional architect will work with Client to drive Client solutions and provide design/strategy support. The functional architect is responsible for driving the design and business process sessions along with the CSLLC consultants.
Engagement manager	CSLLC provides a designated engagement manager (EM) who is responsible for working with the Client project manager to ensure the timely success of the project. The EM guides the project by providing Workday best practices as they relate to project management techniques, the use of Cynergy™ tools and templates, interaction with Workday Product Strategy and Development, and leveraging CSLLC Cynergy™ implementation methodology. The EM staffs the project and guides project activities to ensure the timely completion of the project in accordance with the project charter and project plan. The EM is liaison with Workday on project-related issues that may be outside the direct control of the project team (e.g., coordinating the resolution of issues with product development).t The EM partners with the CSLLC consultants and Client project leads to provide additional guidance on Workday implementation best-practices, industry standards, and facilitate knowledge sharing among Workday clients as appropriate. The EM keeps the Client project team apprised of Workday updates, tenant changes, and can provide guidance on using the Workday Community.
Project associate	CSLLC provides a project associate. The project associate is responsible for coordinating with the CSLLC consultants to maintain the forecast, maintain status report details, and run weekly financials reports. The project associate may also attend meetings such as steering committee meetings to capture meeting minutes allowing the engagement manager to focus on leading the discussion. Performs engagement management tasks as assigned by EM.
Executive sponsor	The point of contact for CSLLC’s executive management team. Works with the CSLLC EM and Client PM to ensure that escalated issues do not impact the project timeline.
Test manager	The test manager is responsible for drafting, presenting, and getting Client sign off of the testing strategy. The strategy will include details of each testing segment: namely unit testing, end to end testing, user acceptance/experience testing and payroll parallel testing. For each of the phases, the strategy will define testing participant, roles and responsibilities, data and tenant requirements, acceptance criteria and signoff process. Tools used throughout the Test stage will be identified. Working with the project managers, the Client test lead will ensure that the testing team is identified and has required levels of

Team member	Description of role
	knowledge to execute the testing scenarios. This is repeated for both UAT testing and payroll parallel cycles. Throughout the phase, the test manager manages issue management, issue resolutions and retest verification. They will report on test management and metrics, and adherence to acceptance criteria.
Functional consultant(s)	Responsible for working with Client to lead and drive Client business process design and integration requirements. The principal consultant(s) lead business process workshops and workflow iterative development and develop business process templates that are a key input into the configuration of the solution. The principal consultant(s) configures Workday according to Client requirements and documents any areas where requirements are not met. They provide best practices to enhance Client access to the features/functions of the Workday solution. They support the testing, data conversion, and integration development efforts. They escalate issues that may impact the go-live date to the CSLLC EM.
Integration consultant(s)	Responsible for working with the CSLLC principal consultant(s) and the Client business analysts to gather and document integration requirements. The integration consultant(s) leads the configuration and supports the testing of Workday packaged integrations and the development of Client integrations as defined by the statement of work.
Data conversion consultant(s)	Responsible for converting Client data into Workday based on the configuration and mapping done by the CSLLC principal consultant(s) and the Client business analysts. The CSLLC data conversion consultant(s) works with the Client business analysts to resolve data related issues. They work with Client to resolve loading errors and reload the appropriate tenants.
Change architect	The change architect is a senior professional resource of the organizational change and training (OC&T) practice who supports the OC&T team to ensure the quality of consulting services and deliverables. The change architect provides leadership and expertise to both CSLLC's OC&T Lead and the client's organizational change, communications and training resources. The change architect supports the client relationship, ensures client satisfaction throughout the duration of the project, and is the first point of escalation for risks and issues related to the OC&T workstream.
Change architect	The change architect is a senior professional resource of the organizational change and training (OC&T) practice who supports the OC&T team to ensure the quality of consulting services and deliverables. The change architect provides leadership and expertise to both CSLLC's OC&T Lead and the client's organizational change, communications and training resources. The change architect supports the client relationship, ensures client satisfaction throughout the duration of the project, and is the first point of escalation for risks and issues related to the OC&T workstream.
Organizational change and training developer(s) and principal(s)	As needed and specified by project scope, additional organizational change principal(s) and/or training developer(s)/principal(s) will join the project team at key times during the project cycle. These resources are led by the OC&T lead(s) and are responsible for understanding the Workday configuration and Client business processes to create and support the change management,

	<p>communications, and training deliverables as specified in the project scope and/or subsequent strategies and plans once they have been completed. These resources may also be called up on to support user experience sessions, train-the-trainer, and/or training delivery as indicated by the project scope and the specific strategies designed for Client during the initial project stages.</p>
<p><b>Strategy architect</b></p>	<p>The strategy architect provides oversight and direction for strategy engagements to other Strategy team members and delivering trusted business advisor support to clients. They partner with senior executives to understand organizational perspectives and recommend best-fit methods to execute business strategies, improve operations and performance, and optimize roles and responsibilities. The architect works with clients to understand the people issues associated with technology implementations, specifically Workday and ancillary systems including but not limited to role re-definition, skill gaps, and change readiness. The architect continues to partner with senior executives and program managers to understand an organizations inherent capability regarding governance, decision making, data integrity, and technology development to design strategies to set the stage for successful technology implementations.</p>
<p>Strategy architect</p>	<p>The strategy architect provides oversight and direction for strategy engagements to other Strategy team members and delivering trusted business advisor support to clients. They partner with senior executives to understand organizational perspectives and recommend best-fit methods to execute business strategies, improve operations and performance, and optimize roles and responsibilities. The architect works with clients to understand the people issues associated with technology implementations, specifically Workday and ancillary systems including but not limited to role re-definition, skill gaps, and change readiness. The architect continues to partner with senior executives and program managers to understand an organizations inherent capability regarding governance, decision making, data integrity, and technology development to design strategies to set the stage for successful technology implementations.</p>

## **Appendix B – Integrations and Custom Reports**

### **Integrations**

The following integrations are in Scope. Please refer to the column labeled “Owner” to identify if the integration is Client assigned or CSLLC assigned.

ID#	Integration Name	Integration Description	Third-Party Vendor	Functional Area	Integration Data Type	Tool	Total Hours	Owner
INT001	Basic SSO/SAML Setup		TBD	Security	Basic SSO SAML Setup Outbound Custom	Setup	30	CSLLC
INT002	Active Directory Outbound		SailPoint	HCM	Active Directory Outbound Cloud Connect	CC	42	CSLLC
INT003	Active Directory Inbound		SailPoint	HCM	Active Directory Outbound Cloud Connect	CC	42	CSLLC
INT007	ACA Outbound		TBD	Benefits	ACA Outbound Cloud Connect	CC	20	CSLLC
INT012	Financials (AP) Check Layout		Workday	BIRT	Financials Custom Check Layout_Low	BIRT	40	CSLLC
INT013	1099 Filing Outbound		IRS	Financials	Electronic Filing 1099 Outbound Cloud Connect	CC	20	CSLLC
INT015	Purchase Order Layout		Workday	BIRT	Purchase Order Custom Layout_Low	BIRT	40	CSLLC
INT016	Customer Invoice Layout		Workday	BIRT	Customer Invoice Custom Layout_Low	BIRT	40	CSLLC
INT017	Customer Statement Layout		Workday	BIRT	Customer Statement Custom Layout_Low	BIRT	40	CSLLC
INT018	Procurement card transactions (inbound)		US Bank	Financials	Credit Cards Masked Inbound Cloud Connect	CC	50	CSLLC
INT019	Positive pay files (outbound)	Future ERP	US Bank	Financials	Positive Pay with Voids Outbound Custom	Studio	70	CSLLC
INT020	Bank statements for reconciliation (Inbound)	US Bank	Future ERP	Financials	Bank Statement Inbound Cloud Connect	CC	53	CSLLC
INT021	SSIS Vendor extract (outbound)	Future ERP	SSIS	Financials	Suppliers Outbound Custom	EIB/DTS	63	CSLLC
INT022	SSIS Voucher Load	SSIS	Future ERP	Financials	Adhoc Bank Transaction Inbound Cloud Connect	CC	50	CSLLC
INT023	SSIS Paid Voucher/Payment Confirmation Extract	Future ERP	SSIS	Financials	Payments Outbound Custom EIB	EIB/DTS	100	CSLLC
INT024	Work comp paid voucher extract	Future ERP	Corvel Corporation	Financials	Payments Outbound Custom EIB	EIB/DTS	100	CSLLC
INT026	Retiree insurance data to billing tables	Future ERP (HCM)	Future ERP (FIN)	Financials	Deductions Outbound Custom	EIB/DTS	74	CSLLC
INT027	Client ID upload	Café	Future ERP	Financials	Demographic Inbound Custom	Studio	70	CSLLC
INT028	Cert Supplier data interface	CERT collaborative system (B2GNow)	Future ERP	Financials	Suppliers Inbound Custom	Studio	120	CSLLC
INT029	AR customer information	Future ERP	iPayment CORE	Financials	Customer Outbound Custom	EIB/DTS	84	CSLLC



INT030	AR Open Items information	Future ERP	iPayment CORE	Financials	Customer Invoices Outbound Custom	EIB/DTS	84	CSLLC
INT031	AR Item Customer info Open & Closed	Future ERP	iPayment CORE	Financials	Customer Invoices Outbound Custom	EIB/DTS	84	CSLLC
INT032	GL Chartfield Values	Future ERP	iPayment CORE	Financials	Other Outbound Custom	EIB/DTS	80	CSLLC
INT033	GL Budget Strings Values	Future ERP	iPayment CORE	Financials	Other Outbound Custom	EIB/DTS	80	CSLLC
INT034	GL Department ID Edits Values	Future ERP	iPayment CORE	Financials	Other Outbound Custom	EIB/DTS	80	CSLLC
INT035	AR Payment file	iPayment CORE	iPayment CORE	Financials	Payments Inbound Custom	Studio	100	CSLLC
INT036	GL import	iPayment CORE	iPayment CORE	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC
INT037	Requisitions	PMWeb	PMWeb	Financials	Adhoc Payments Inbound Custom	Studio	90	CSLLC
INT038	Supplier information	Future ERP	PMWeb	Financials	Suppliers Outbound Custom	EIB/DTS	63	CSLLC
INT039	Contracts information	Future ERP	PMWeb	Financials	Suppliers Contracts Outbound Custom	EIB/DTS	100	CSLLC
INT040	Purchase Orders	Future ERP	PMWeb	Financials	Suppliers Outbound Custom	EIB/DTS	63	CSLLC
INT041	Voucher data	PMWeb	PMWeb	Financials	Suppliers Invoice Inbound Custom	EIB/DTS	120	CSLLC
INT042	PMWeb payments	Future ERP	PMWeb	Financials	Adhoc Payments Custom Outbound	EIB	100	CSLLC
INT043	Budget data for parks budgets	Future ERP	PMWeb	Financials	Budgets Outbound Custom	EIB/DTS	84	CSLLC
INT044	Journal entries	SymPro	SymPro	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC
INT045	Expenditure activity, CERT small business	Future ERP	Socrata	Financials	Budgets Outbound Custom	EIB/DTS	84	CSLLC
INT046	Back-up Documents	Future ERP	Laserfiche	Financials	Other Outbound Custom	EIB/DTS	80	CSLLC
INT047	AssetWorks data	Future ERP	AssetWorks	Financials	Customer Outbound Custom	EIB/DTS	84	CSLLC
INT048	Billing and AR data (only if billing not created in future ERP system).	Sheriffs Civil Division Software	Sheriffs Civil Division Software	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC
INT049	Data for generating bills (only if billing not created in future ERP system).	Compuweigh	Compuweigh	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC



INT050	AR billing and invoices (only if billing not created in future ERP system).	PHDoc	PHDoc	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC
INT051	Budget data (for use in Project Management Software to help manage projects)	Future ERP	CAMMS	Financials	Adhoc Payments Inbound Custom	Studio	90	CSLLC
INT052	Digital health department data	MS Dynamics Business Central	Future ERP	Financials	Accounting Journals Inbound Custom	Studio	100	CSLLC
INT053	New hire data	NeoGov	NeoGov	HCM	Staffing Inbound Custom	Studio	120	CSLLC
INT054	Employee data	Future ERP	Cornerstone	HCM	Demographic Outbound Custom	EIB/DTS	63	CSLLC
INT055	Employee data	Future ERP	Relias	HCM	Demographic Outbound Custom	EIB/DTS	63	CSLLC
INT056	Employee data	Future ERP	Kronos ETS	HCM	Demographic Outbound Custom	EIB/DTS	63	CSLLC
INT057	Leave balances	Future ERP	Kronos ETS	Time_Tracking	Absence Outbound Custom	EIB/DTS	74	CSLLC
INT058	Time entry data - 24-7s	Kronos ETS	Kronos ETS	Time_Tracking	Time Tracking Inbound Custom	Studio	105	CSLLC
INT059	Time entry data - Election Judges	Modus	Modus	Time_Tracking	Time Tracking Inbound Custom	Studio	105	CSLLC
INT063	457 Savings plan updates	Future ERP	Nationwide	Benefits	Retirement Savings Inbound Cloud Connect	CC	53	CSLLC
INT064	457 Savings plan updates (Demographic and Contribution)	Nationwide	Nationwide	Payroll	Retirement Savings Financials Outbound Cloud Connect	CC	53	CSLLC
INT065	457 and HCSP savings plan data	Future ERP	MSRS	Payroll	Retirement Savings Financials Outbound Cloud Connect	CC	53	CSLLC
INT066	457 and HCSP savings plan data	MSRS	MSRS	Benefits	Retirement Savings Inbound Custom	Studio	90	CSLLC
INT067	Direct deposits	Future ERP	US Bank	Payroll	ACH NACHA Payment Outbound Cloud Connect	CC	40	CSLLC
INT068	Focus card	Future ERP	US Bank	Payroll	Payment Outbound Custom	EIB/DTS	80	CSLLC
INT069	Payroll positive pay	Future ERP	US Bank	Payroll	Positive Pay with Voids Outbound Custom	Studio	40	CSLLC
INT070	Deductions	Future ERP	Public Employee Retirement Association	Payroll	Demographics Or Enrollment Outbound Custom	EIB/DTS	70	CSLLC
INT071	Demographic data	Future ERP	Public Employee	HCM	Demographic Outbound Custom	EIB/DTS	63	CSLLC

			Retirement Association					
INT072	payroll data	Future ERP	MN department of economic security	Payroll	Other Outbound Custom	EIB/DTS	80	CSLLC
INT073	SSN verification	Future ERP	social security admin	Payroll	Employment Verification Outbound Custom	EIB/DTS	74	CSLLC
INT074	W2/W2c data	Future ERP	IRS	Payroll	Wages Outbound Custom	EIB/DTS	74	CSLLC
INT076	Member Medical data	Future ERP	BCBS	Benefits	Medical Or Dental Or Vision Or Rx Outbound Cloud Connect	CC	42	CSLLC
INT077	Member Dental data	Future ERP	Metlife	Benefits	Medical Or Dental Or Vision Or Rx Outbound Cloud Connect	CC	42	CSLLC
INT078	Member Vision data	Future ERP	VSP	Benefits	Medical Or Dental Or Vision Or Rx Outbound Cloud Connect	CC	42	CSLLC
INT079	Member Cafeteria Plan data	Future ERP	WEX	Benefits	Demographic Outbound Custom	EIB/DTS	63	CSLLC
INT080	Member Life Insurance data	Future ERP	Securian	Benefits	Life Or ADandD Outbound Cloud Connect	CC	42	CSLLC
INT081	Member Disability Insurance data	Future ERP	Madison National	Benefits	Life Or ADandD Outbound Cloud Connect	CC	42	CSLLC
INT082	Member Medical data	Future ERP	UHC	Benefits	Life Or ADandD Outbound Cloud Connect	CC	42	CSLLC
INT085	Meta data load (if budget creation system not replaced)	Future ERP	Sherpa	Financials	Custom Web Service Pulls (up to 15) from Sherpa to Workday using Workday RaaS	Studio	150	CSLLC
INT086	TIN matching - create file to upload to IRS website	Future ERP	IRS	Financials	Supplier Verification Outbound Custom	EIB/DTS	70	CSLLC
INT087	TIN matching - upload file from IRS	IRS	IRS	Financials	Supplier Verification Inbound Custom	Studio	105	CSLLC
INT089	Insurity Benefits Outbound		TBD	Benefits	Other Outbound Custom	EIB/DTS	80	CSLLC
INT090	Dunning Letter		TBD	Birt	Dunning Letter Custom Layout_Medium	BIRT	60	CSLLC
INT091	Check Payments File to US Bank		TBD	Financials	Payments Outbound Custom EIB	EIB/DTS	100	CSLLC
INT092	Everbridge		TBD	HCM	Demographic Outbound Custom	EIB/DTS	63	CSLLC
INT093	COBRA Initial Rights		TBD	Benefits	COBRA Initial Rights Outbound Cloud Connect	CC	53	CSLLC

INT094	COBRA QE Events		TBD	Benefits	COBRA Events Outbound Cloud Connect	CC	53	CSLLC
INT095	NeoGov Job Profile		TBD	HCM	Demographic Outbound Custom	EIB/DTS	63	CSLLC
INT096	NeoGov Org Data		TBD	HCM	Demographic Outbound Custom	EIB/DTS	63	CSLLC
INT097	Procurement Contract Layout		TBD	Financials	Procurement Contact Custom Layout	BIRT	40	CSLLC
INT098	Audit Logs to Rapid7		Rapid7	Security		Security	30	CSLLC
INT0102	FIN ACH Payments Dire	Future ERP	US Bank	Financials	ACH NACHA Payment Outbound Cloud Connect	CC	40	CSLLC

**Integration Tool Key:**

- BIRT = Business Intelligence Reporting Tools
- CC = Cloud Connect
- EIB/DTS = Enterprise Interface Builder/Document Transformation Service
- Setup = Web Services or Integration system user setup
- Studio = Workday Studio
- Support = Hours allocated for assistance at the direction of the Client

**The interfaces/integrations required for this project include:**

- **Cloud Connect** – CC provides Workday customers with the same level of support as they would receive in the core Workday application. Such Workday integrations are (i) part of the Workday hosted application Service and (ii) provided with ongoing support by Workday in accordance with Workday’s then-current Support and Service Availability Policy. While Workday integrations are designed and developed as part of the subscription license, CSLLC anticipates some amount of time dedicated to configure and test the integrations during the implementation.
- **Custom Integrations** – Custom integrations are developed by CSLLC or Client using Workday’s tools such as Report Writer, EIB, DTS, or Studio.

**Custom Reports**

Financial Reporting		
Report Name	Area	Description
Data Audit - Funds	Financial Accounting	Listing of the funds in the tenant and the hierarchy structure for those funds.
Data Audit - Cost Centers	Financial Accounting	Listing of the cost centers in the tenant as well as the cost center manager assignments, hierarchy structure and related worktags established for those cost centers.
Data Audit - Programs	Financial Accounting	Listing of the programs in the tenant and the hierarchy structure for those programs.
Data Audit - Locations	Financial Accounting	Listing of all locations showing usage, type, hierarchy structure and address information.
Data Audit - Grants	Financial Accounting	Listing of all grants in the tenant as well as the grant manager assignments, hierarchy structure and related worktags established for those grants.
Data Audit - Revenue Categories	Financial Accounting	Listing of all the revenue categories in the tenant as well the hierarchy structure.

Report Name	Area	Description
<b>Data Audit - Spend Categories</b>	Financial Accounting	Listing of all the spend categories in the tenant as well as their usages and hierarchy structure.
<b>Find Projects</b>	Projects	A custom copy of the Find Projects report that has additional data about the projects.
<b>Find Journal Lines with Worktag Details</b>	Financial Accounting	A copy of the delivered Find Journal Lines report with the worktags broken out into their own columns for easier viewing and reporting.
<b>View Plan Lines</b>	Budget	Report showing all budget lines entered with details about the plan, entry type, status and all worktag detail.
<b>Balance Sheet by Fund</b>	Financial Accounting	Custom balance sheet report displaying ledger account balances by fund.
<b>Income Statement by Fund</b>	Financial Accounting	Custom income statement displaying revenue and spend amounts by fund for the report period, current YTD, and prior YTD.
<b>Financial Budget vs Actuals by Fund</b>	Budget/Financial Accounting	This report is designed to show the overall financial budgets by fund and is intended to be used by the central Budget staff for an overall picture to determine where they need to pay attention or drill into the details using other reports.
<b>Budget vs Actuals by Cost Center</b>	Budget/Financial Accounting	This report is designed to show the overall budget of a fund by cost centers and is intended to be used primarily by the central Budget staff to look at the top cost center hierarchy and get an overall picture to determine where they need to pay attention or drill into the details using other reports.
<b>Budget vs Actuals for Cost Center</b>	Budget/Financial Accounting	This report is designed to show the detailed budget vs actuals for one cost center or a cost center hierarchy. If the user is looking for the details for just one cost center, he/she can choose to repeat the columns by either Fund or Program and can then use the other parameters to limit the view further as appropriate. If the user would like to see the data for a cost center hierarchy, he/she can

Report Name	Area	Description
		<p>choose to repeat by Cost Center and can then use the other parameters to limit the view to particular funds, programs or other worktags as appropriate.</p>
<p><b>Budget vs Actuals for Program</b></p>	<p>Budget/Financial Accounting</p>	<p>This report is designed to show the detailed budget vs actuals for one program or a program hierarchy. If the user is looking at the details for one program, he/she can choose to repeat the columns by either Fund or Cost Center and can then use the other parameters to limit the view further as appropriate. If the user would like to see the data for a program hierarchy, he/she can choose to repeat by Program and can then use the other parameters to limit the view to particular funds or cost centers as appropriate.</p>
<p><b>Budget vs Actuals by Project</b></p>	<p>Projects/Budget/Financial Accounting</p>	<p>This report is designed to show a life to date overview of the budget and actuals for all projects within a hierarchy and is used primarily by users who are managing multiple projects within a project hierarchy or by the central Budget/Finance team to get an overview of all projects. From here, users can determine where they need to pay attention or drill into the details using other reports.</p>
<p><b>Budget vs Actuals for Project</b></p>	<p>Projects/Budget/Financial Accounting</p>	<p>This report is designed to show the detailed life to date budget vs actuals for one project at a time.</p>
<p><b>Budget vs Actuals by Award</b></p>	<p>Grants/Budget/Financial Accounting</p>	<p>This report is designed to show a life to date overview of award budgets and is used primarily by the central Budget and Finance staff to look at the top grant hierarchy and get an overall picture of the award budgets. From here, users can determine where they need to pay attention or drill into the details using other reports.</p>

<b>Report Name</b>	<b>Area</b>	<b>Description</b>
<b>Budget vs Actuals by Grant</b>	Grants/Budget/Financial Accounting	This report is designed to show the detailed life to date budget vs actuals for one grant.
<b>Find Assets</b>	Assets	Custom copy of the delivered Find Assets report that adds in relevant fields and reorders columns to be more practical.
<b>Time Off Liability with Worktags</b>	Financial Accounting	Custom version of the Time Off Liability report that includes worktag detail for cost center, fund, etc.
<b>Payroll Accounting Details</b>	Financial Accounting	A report that returns payroll GL entries by worker with worktag details.
<b>Project Remaining Budget for Rollover</b>	Budget	Report for budget team to use when evaluating project budgets at the end of a fiscal year and determining the amount of budget to be rolled to the next fiscal year.
<b>Trial Balance with Worktags</b>	Financial Accounting	Custom trial balance report used for exporting trial balance data to auditors or other programs.
<b>Cash Balance by Fund</b>	Financial Accounting	A report detailing Client's reportable cash balance by fund.
<b>Payroll Deductions</b>	Financial Accounting	A report detailing the payroll liability amounts withheld from each payroll.
<b>Depreciation Expense by Function</b>	Assets/Financial Accounting	Depreciation expense detailed by function for annual reporting purposes.
<b>Statement of Net Position</b>	Financial Accounting	Government-wide statement for annual financial report.
<b>Statement of Activities</b>	Financial Accounting	Government-wide statement for annual financial report.
<b>Schedule of Expenditures of Federal Awards</b>	Grants/Financial Accounting	Designed to report award expenditures for annual financials.
<b>Up to three (3) formatted fund financial statements for annual report</b>	Financial Accounting	Fund financial statements for annual financial report.

**Summit vs. HRIS Reporting**  
**Replacements for the reports below will be discussed and identified during the Reporting Requirements phase. Any custom development needed for these reports is included in the SOW estimate.**

<b>Report Name</b>	<b>Area</b>	<b>Description</b>
<b>RC HR 010 Salary Increase Due Report</b>	Compensation	Accurately administer salary changes based on union contracts, rules & statutes
<b>RC HR 012 New Hires Separations Report</b>	HCM - Staffing	To meet requirements of PELRA-Generate a monthly report that lists hires, separations, and job changes affecting bargaining unit status, and provide information such as home address (for union membership correspondence), appointment type, and salary information.
<b>RC HR 013 HR Audit Report</b>	HCM	Provide an audit document that reports changes made to the PeopleSoft database in a format that is most efficient for HR Transactions staff, who are responsible for this auditing function.
<b>RC HR 014 Temp EEs by Union</b>	HCM - Staffing	To meet requirements of PELRA
<b>RC HR 015 Temp EEs by Dept</b>	HCM - Staffing	Custom SQR to provide listing of active temporary employees by department
<b>RC HR 093/RC HR 093A/RC HR 093B</b>	Compensation	These are used to create our Compensation Manual Index/Compensation Manual/Compensation Manual by Salary Plan
<b>RC HR 100 Probation Due Report</b>	HCM - Staffing	The program creates a report and a comma-delimited data file detailing those who are coming up on probation
<b>RC HR 146 Provisional Ees</b>	HCM - Staffing	This report lists all provisional employees with start dates in order to track 6 month limit requirement as mandated in the Personnel Act.
<b>RC HR 146A EEs Working Out of Class</b>	HCM - Staffing	List employees working out of class with start dates in order to track prescribed limits



Report Name	Area	Description
<b>RC HR 229 Pay Equity Report</b>	Compensation	within Union Contract provisions and the Personnel Act Ramsey County uses a predicted pay interface to report pay equity/job code information to the State of Minnesota as required to comply with the Local Government Pay Equity Act. Produces both PDF and data file
<b>RC HR 241 Ramsey County Ees on LOA</b>	Absence	List of employees on LOA (paid and unpaid)
<b>RC HR 277 Promotional Audit Report</b>	HCM - Staffing	Provides an exception audit report for all promotions
<b>RC HR 285 Union Change Report</b>	HCM - Staffing	Provides the State of MN a list of those employee's who transfer within the County
<b>RCPY057   PERA Audit Report</b>	Payroll	Report allows Central Payroll Specialists to audit an employee's PERA status.
<b>RCPAY708   PERA Exclusion Report</b>	Payroll	Sent to PERA annually to verify EEs not paying into pension correctly.
<b>RCPY708   Compliment Control Report</b>	Payroll	Used by department accountants and PBTAs to verify headcount

<b>Report Name</b>	<b>Area</b>	<b>Description</b>
<b>RCPY080   Year End Liability Report</b>	Absence	Calculates leave accrual values
<b>RCBN187   Average Hours Worked</b>	Payroll	Calculates average hours worked
<b>RCBN033   Wellness Incentive</b>	Absence	Report shows employees who have not used sick time by quarter

**Appendix C – Sample Change Order Form and Sample Plan Stage Sign Off**

**Project Change Order**

This Change Order form is used for requesting, documenting and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project’s Scope, changes for a major configuration element, Timeline/schedule changes, integration specifications changes, addition of resources or any other Deliverable change from the originally planned Workday deployment or applicable service offering.

**Summary**

<b>Client:</b>	XYZ Client
<b>SOW/Project Name:</b>	Project ID # / Project Name as it exists in Workday
<b>Change Order #:</b>	C01 (adjust as appropriate)
<b>Project Manager (Client):</b>	Project Manager Name, XYZ Client
<b>Project Sponsor (Client):</b>	Project Sponsor Name, Title
<b>Engagement Manager (CSLLC):</b>	Engagement Manager Name, Collaborative Solutions, LLC (“CSLLC”)
<b>Acceptance Due Date:</b>	The date by which Client will need this approved in order to avoid negative Project Schedule impact.
<b>Change Type:</b>	Type of change. For example: <i>integration change, request for additional functionality, change in SOW estimate based on design sessions, etc. (usually more applicable to Phase One (1) or Phase Two (2) projects.)</i> Select one (1): Term Extension (zero (0) budget add) Term Extension (additional hours added) Change in Scope (additional hours added) Change in Scope (no additional hours added) Other (detail in request description)
<b>Impact Assessed by:</b>	List those assessing the impact. Normally the CSLLC EM, Functional or Integrations Consultant, and possibly someone on the Client side.
<b>Priority:</b>	High, medium, or low based on need for the change.
<b>Billing:</b>	Select one (1): Bill under current project Bill separately under current project Bill separately under new project
<b>Contract Line Type:</b>	Describe the billing basis. For example: <i>Time &amp; Materials, Fixed Fee Installment/Milestone, Prepaid, Subscription.</i> For “Bill under current project,” the billing basis of this Change Order MUST match the applicable SOW’s billing basis.
<b>Is new PO# required?</b>	Select one (1): New PO# (insert PO#) PO# to be created after receiving countersigned documents No new PO# needed

## Request Description

<<Describe the change and why it is needed. It is important to describe why this was not estimated correctly in the SOW or where the change occurred. For example:  
*Adding a new integration for Aetna, COBRA, Qualifying Event. Original integration listed on the SOW addressed only Aetna PPO/HMO, did not specify COBRA. Additional forty (40) hours added to cover COBRA QE.>>*  
 If this CO is for an extension, please include the number of hours and budget remaining on current project.

## Business Purpose / Reason for Change

<<Describe the purpose/reason for change and be sure to explain the impact to NOT doing the change. For example:  
*Client offers COBRA coverage for any employees eligible for a COBRA Qualifying Event; this was not included in the original SOW estimate. If Client does not approve this change Client will not be able to provide COBRA coverage.>>*

## Impact Assessment

<b>Project Activities Affected:</b>	Describe the additional work that needs to be done. For example: <i>Create one (1) additional integration or three (3) new performance templates need to be configured, etc.</i>			
<b>Deliverables Affected:</b>	Describe Deliverables affected. For example: <i>One (1) additional interface file to be delivered to Aetna will be produced.</i>			
<b>Project Schedule Impact:</b>	Describe schedule impact, if any. For example: <i>Architect stage will be extended by one (1) week to complete all integrations.</i> Include the original end date and new end date, if extending the term of the SOW.			
<b>Pricing Modifications</b>	Modifications to the Pricing are as follows:			
	<b>Role</b>	<b>Rate</b>	<b>Hours</b>	<b>Cost</b>
	Executive			
	Strategy Manager			
	Senior Functional Architect (Consulting Director)			
	Engagement Director (Portfolio Director)			
	Engagement Manager			
	Functional Architect			
	Senior Principal Consultant			
	Principal Consultant			
	Consultant			
	Analyst			
	<b>Total</b>		<<total>>	

## Payment Terms – If Client is adding hours

- Time & Materials SOW: This Change Order will be billed monthly on a Time and Materials (“T&M”) Basis based on actual usage at the rates set forth in the SOW and as identified in the Pricing Modifications above.
- Prepay SOW: This Change Order will be invoiced upon execution by both Parties at the rates set forth in the SOW and as identified in the Pricing Modifications above.

## Assumptions

- Describe any new Assumptions different from the SOW. For Example:
- *Client will provide the requirements for the new integration.*
- If not different from the SOW, add “All Assumptions from the SOW dated XX December XXXX apply to this Change Order”, otherwise, if there are new Assumptions different from the SOW, list them here.

## Authorization

Client Authorization Signature	Collaborative Solutions, LLC Authorization Signature
Name	Name
Job Title	Job Title
Date	Date

**SAMPLE – DO NOT SIGN**

# Plan Stage Sign Off

This document is used to confirm that Ramsey County has completed a stage in the Workday implementation.

Client Name	
Principal Consultant	
Engagement Manager	
Current Date	
Phase Completion Date	

This form is to document acceptance and completion of deliverables in Plan Stage of Workday Implementation. These deliverables include:

#	Task Name	Date	Notes
1	Project Charter		
2	Draft Project Schedule/Plan		
3	Kickoff deck agenda and presentation draft		
4	Schedule for architect workshops		

The approval provided within this document will be used as the basis to move forward with the next stage of the implementation. Please refer to the project plan managed by the CSLLC Engagement Manager/Ramsey County Project Manager for the next stage activity. The signature below indicates each item listed above has been verified by the appropriate resource for its completeness and accuracy. Client agrees that any delays in the approval of this document based on agreed timelines by CSLLC and Client will result in the delay of actual proposed production go live date. If Client does not provide CSLLC with a written response listing which of the above items it deems incomplete within 5 days from delivery of this document, then all of the items will be deemed accepted and the stage complete.

\_\_\_\_\_  
[client] Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
CSLLC Engagement Manager Signature

\_\_\_\_\_  
Date

## Appendix D – Detailed Functionality

Overall assumptions apply to all functions in Scope, unless otherwise stipulated:

- **Business Processes:** Up to two (2) rule-based business processes per process with no more than twenty (20) steps per business process. Unused steps within a process will not apply to alternate business processes. Includes up to two (2) consolidated templates for applicable processes
- **Notifications:** Up to five (5) notifications per business process. Unused notifications within a process will not apply to alternate business processes.
- **Configurable Security:** Security concepts, security group reviews, and assignments are addressed during the Architect & Configure phase. This happens prior to any access is granted to the Workday tenant(s) outside of the CSLLC team. This is to ensure a solid security foundation. Workday delivered security groups will be used. Inactivated or unused security groups and implementers will remain on domain security policy definitions to allow for ease of implementing other functionality in the future. Inactivated or unused security groups and implementers will be removed from the business process security policy definitions to match design requirements identified. Please see **Exhibit 1 – Hosting and/or Cloud Services and Security Standards (“Hosting Security Exhibit “)** to the Agreement for agreed security controls.
- **Custom Objects:** Up to two (2) custom object per functional area in Scope with no more than five (5) custom field(s) per object. If custom lists are required, up to ten (10) items per list. Unused custom object(s) may not be applied to other areas.
- **Guided Tours:** guided tours are Out-of-Scope unless OC&T is in Scope and guided tours are explicitly identified in the OC&T Scope.
- **Tenant Branding:** Workday delivered tenant branding with up to one (1) condition rule and one (1) upload of images. Any changes to images uploaded will be completed by the Client through KT.
- **Dashboards:** Workday delivered dashboards for the functional Scope below will be configured with Workday delivered reports unless custom reports are included in Scope in Appendix B. Includes configuration of up to three (3) announcements(s) per dashboard, where applicable.
- **Translations:** Translations conversion is not in Scope. Client is responsible for providing translated values.
- **Scheduled Reports & Alerts:** Scheduled reports, task alerts, and business process alerts are not in Scope. General report-based alerts are defined within the Scope in Appendix B.
- **Setup Values:** Current values, including organizations. No historical loads unless needed to support the data conversion Scope detailed in Appendix E.
- **Documents:** Documents are assumed to be attachments only. Generated documents and/or documents enabled for Adobe Esign or DocuSign are in scope for Strategic Sourcing Only. Templates do not include logos or any specialized formatting unless called out as a BIRT layout in the reporting Scope.
- **Workday Docs:** Workday Docs is a document template creation application in Workday to design and create Workday Docs templates to generate documents. Common use cases for Workday Docs include: HCM, change job letters, probation letters.
- **Request Framework:** Request Framework is assumed out-of-Scope unless identified below.
- **Questionnaires:** Questionnaires are assumed out-of-Scope unless identified below. Common use cases for questionnaires include: HCM, probation review questionnaire, custom exit interview questionnaire.

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
HCM: Core	Organization hierarchy structure per organization type (supervisory, company, cost center, region, custom, and location hierarchy) (not including organization studio)	Y	One (1)
	Physical location(s) where workers perform job functions (not including workspaces)	Y	
	Matrix organization tracking	N	
	Job catalog (not including loading qualifications)	Y	
	Staffing model used to manage headcount	Y	One (1)
	Worker profile for detailed worker information tracking (not including purging)	Y	
	Worker document(s)	Y	Up to Ten (10) (up to ten (10) document security segments)
	Regulatory reporting: and applicable Workday delivered compliance reports	N	
	Employee contract(s)	N	
	Probation period tracking	Y	Up to four (4) probation period defaulting rules per country in Scope
	Probation period reviews	Y	Up to five (5) probation period outcomes per country, and excludes probation review questionnaires
	Notice period tracking	N	
	Contingent worker tracking	Y	
	Retiree functionality	Y	
	Union(s)	Y	Up to ten (10)
	Collective bargaining agreement(s)	Y	Up to five (5) (up to five (5) factors per agreement)
	Additional (multiple) jobs	Y	



Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	International assignment tracking	N	
	Position budgeting	N	
	Onboarding	Y	
	<ul style="list-style-type: none"> <li>Onboarding setup template(s)</li> </ul>		Up to one (1)
	<ul style="list-style-type: none"> <li>Additional worker documents</li> </ul>		Up to twenty (20)
	<ul style="list-style-type: none"> <li>Bulletin Worklets</li> </ul>		Up to one (1)
	<ul style="list-style-type: none"> <li>Wage Theft Notice (Workday Doc)</li> </ul>	Y	Up to one (1)
	Form I-9 tracking [United States of America only]	Y	
	Basic HCM asset tracking	N	
	Reference letter template(s)	Y	Up to one (1) (up to five (5) conditional text blocks each)
	Safety incident tracking	N	
	<ul style="list-style-type: none"> <li>Questionnaire(s)</li> </ul>	N	
	<ul style="list-style-type: none"> <li>Safety incident location(s) per business site</li> </ul>	N	
	Vaccination tracking and workplace test	Y	One vaccine type and associated vaccination statuses (up to 5) with attestation statements, vaccination date types (up to 5) and vaccine manufacturers (up to 4).
	Committees tracking	N	
	Basic skills and experience: education, certifications, external job history, languages	Y	
	Job requisitions (not including confidential or evergreen)	Y	
	Workday assistant	Y	
	Workday Today	Y	Delivered cards and default homepage content only

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Custom security group(s)	Y	Up to three (3) (up to one (1) intersection security group)
	Custom questionnaire(s)	Y	Up to two (2) (up to twenty-five (25) questions per questionnaire)
	Modifiable business processes	Y	<ul style="list-style-type: none"> <li>• Hire employees</li> <li>• Contract contingent worker</li> <li>• Onboarding</li> <li>• Onboarding setup</li> <li>• Change job</li> <li>• End contingent worker contract</li> <li>• Create position</li> <li>• Terminate employee</li> <li>• Report safety incident</li> <li>• Update safety incident</li> <li>• Up to three (3) additional configurable business processes</li> </ul>
<b>Compensation: Core</b>	Compensation packages	Y	Up to one (1)
	Currency rate tracking	Y	In Scope currencies only
	Compensation grades tied to job profiles	Y	
	Compensation grade profiles	Y	Up to twenty-five (25) number of compensation eligibility rules
	Compensation grade steps	Y	Up to eighteen (18) (up to five (5) progression rule(s) total)
	Compensation plans (types can include: salary, hourly, period salary, non-reimbursable allowance, commission, basic stock, basic merit, and basic bonus)	Y	Up to twenty (20) number (up to one (1) profile and compensation eligibility rule per country for applicable plans)
	One-time payment plans	Y	Up to Twenty (20) (up to three (3) profiles per plan)
	Severance packages	Y	Up to one (1) (up to one (1) severance matrix and up to one (1) notice period matrix each)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Custom compensation bases	N	
	Total rewards template(s)	Y	One (1)
	Wage theft prevention template(s)	Y	Up to one (1) (up to ten (10) conditional text blocks each)
	Compensation survey management survey(s)	N	
	Workday compensation benchmarking	N	
	Custom security group(s)	N	
	Modifiable business processes	Y	<ul style="list-style-type: none"> <li>Request Compensation Change</li> <li>Up to one (1) additional configurable business process</li> </ul>
<b>Compensation: Processing</b>	Compensation review process workflows routing through the supervisory organization	Y	Up to ten (10) validations
	Parallel process automation (participation rules)	Y	
	Configurable grid(s)	Y	Up to one (1) (five (5) calculated fields each)
	Merit plan(s)	Y	Up to two (2)
	<ul style="list-style-type: none"> <li>Up to one (1) profile per country in Scope</li> </ul>		
	<ul style="list-style-type: none"> <li>Up to one (1) compensation matrix with up to two (2) standard factors each</li> </ul>		
	Bonus plan(s)	Y	Up to two (2)
	<ul style="list-style-type: none"> <li>Up to eight (8) profiles per plan</li> </ul>		
<ul style="list-style-type: none"> <li>Up to one (1) compensation matrix with up to two (2) standard factors each</li> </ul>			

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	<ul style="list-style-type: none"> <li>Up to two (2) scorecard(s) with up to two (2) scorecard profile(s) each</li> </ul>		
	Custom compensation statement layout(s)	Y	Up to one (1) (up to five (5) calculated fields each)
	Custom security group(s)	Y	Up to one (1)
	Modifiable business processes	Y	<ul style="list-style-type: none"> <li>Initiate compensation review process</li> <li>Up to one (1) additional configurable business processes</li> </ul>
<b>Benefits</b>	Benefit plans	Y	Up to sixty (60) (up to one (1) benefit rate type each)
	Benefit credit(s) and/or surcharge(s)	Y	
	Benefit group(s)	Y	Up to twenty-five (25)
	Benefit job(s)	N	
	Dependents and beneficiaries tracking	Y	
	Benefit enrollment event(s)	Y	Up to sixteen (16)
	Open enrollment enablement for 2026 benefit plan year, referencing existing or in Scope plans	Y	
	Enrollment event rule(s)	Y	Up to one (1)
	Workday delivered COBRA eligibility processing to third-party administrator	Y	
	Affordable Care Act ("ACA") Measurement period tracking	Y	
	1094/1095-C	Y	
	Medicare tracking	Y	
	Dependent verification functionality through use of custom ID(s)	N	
Custom security group(s)	Y	Up to one (1) (up to one (1) intersection security group)	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Modifiable business processes	Y	<ul style="list-style-type: none"> <li>Change benefits for life events review process</li> <li>Dependent event</li> <li>Change benefits</li> <li>Passive even</li> <li>Up to one (1) additional configurable business processes</li> </ul>
<b>Absence Management</b>	Accruals	Y	Up to twelve (12)
	Time offs	Y	Up to twenty-four (24)
	Configuration: Time-off types, eligibility, plans, accruals, calculations, and balance periods	Y	
	Leave types with an entitlement	Y	Up to eight (8)
	Leave types without an entitlement	Y	Up to eight (8)
	Leave of absence validations	Y	Five (5)
	Configuration of leave of absence families which enables configuration of impact on payroll, benefits, active status while on leave and enhances user experience	Y	
	Work schedule calendars with eligibility rules	Y	Up to five (5)
	Work schedule calendars without eligibility rules	Y	Up to twenty (20)
	Holiday calendars	Y	Three (3)
Custom security roles	Y	Up to Three (3) (up to one (1) intersection security group)	
	Modifiable business processes	Y	<ul style="list-style-type: none"> <li>Request time off</li> <li>Correct time off</li> <li>Request leave of absence</li> <li>Request return from leave of absence</li> </ul>

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
			<ul style="list-style-type: none"> <li>Up to four (4) total process steps</li> <li>Up to four (4) notifications</li> <li>Absence calendar</li> </ul>
<b>Time Tracking</b>	Time entry codes	Y	Up to fifteen (15)
	Time calculations	Y	Up to Twenty-eight (28)
	Time tracking templates	Y	Up to eight (8)
	Work schedule calendar	Y	
	Period schedule(s)	Y	Up to two (2)
	Custom security roles	Y	Up to Three (3) (up to one (1) intersection security group)
	Modifiable business processes	Y	<ul style="list-style-type: none"> <li>Enter time</li> <li>Up to four (4) total process steps</li> <li>Up to four (4) notifications</li> <li>Reported time batch event</li> <li>Up to one (1) total process step</li> <li>Up to two (2) notifications</li> </ul>
<b>Scheduling and Labor Optimization</b>	Time Zones	Y	Up to one (1)
	Multiple positions	Y	Availability will be entered by workers after Go-Live as part of an Employee Self Service familiarization exercise. Worker Preferences and Overrides will be loaded for employees with multiple jobs/positions
	Organizations – re-organization of the Supervisory Organization structure and/or Custom Organization structure	N	
	Eligibility schedule tag types	Y	Up to two (2)
	High Level Scheduling Organizations (HLSO)	Y	Up to three (3)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Scheduling Organizations (SO)	Y	Up to fifty (50)
	Custom Reports	N	
	Labor Optimization	Y	
	Loading of labor demand (only needed for Labor Optimization)	N	
	Static Work Schedules with Patterns	N	
	Shift Profiles (Only needed for static work schedules)	N	
	Modifiable Business Processes	Y	<ul style="list-style-type: none"> <li>• Change Worker Schedule Tags</li> <li>• Change Worker Scheduling Settings</li> <li>• Change Worker Availability</li> <li>• Open Shift</li> <li>• Take Back Shift</li> <li>• Cover Shift</li> <li>• Swap Shift</li> <li>• Accept Shift Swap</li> <li>• Publish Schedule</li> <li>• Change Published Schedule</li> <li>• Bulk Change Publish Schedule</li> <li>• Up to one (1) process step is included</li> <li>• Up to two (2) custom notifications added across any of the above scheduling bps are included</li> </ul>
<b>Payroll</b>	Pay groups	Y	Up to two (2)
	Earning codes	Y	Up to one hundred- fifty (150)
	Deduction codes	Y	Up to one hundred- fifty (150)
	Federal Identification Numbers (FEIN)	Y	Up to two (2)
	States	Y	Up to two (2)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	State and local tax authorities	Y	Up to two (2)
	Pay frequencies	Y	Up to two (2)
	Payroll period schedules	Y	Up to two (2)
	Configure payroll calculation rules	Y	
	Configure Workday on-cycle and on-demand pay check template	Y	One (1)
	Configure payment elections with payment election rules	Y	
	Bank depository and source bank accounts	Y	Up to two (2)
	Configure pay slips	Y	One (1) per country
	Establish payroll accounting to generate and review payroll accounting data	Y	One (1)
	Establish comparison rules and audit components	Y	
	Settlement rules	Y	
	Third-party payroll provider provides tax, garnishment, check, and deposit advices	Y	
	Custom payroll calculations (value compare, instance set, conditional, etc.)	Y	
	Configure retroactive payroll processing	Y	
	Configure Fair Labor Standards Act (FLSA) calculations using Workday delivered functionality	Y	
	Withholding orders	Y	
	Custom security roles	Y	Up to two (2) (up to one (1) intersection security group)
<b>Core Financial Management, Accounting and Finance</b>	One (1) currency (USD)	Y	
	<ul style="list-style-type: none"> <li>Companies (legal entities)</li> </ul>	Y	Up to five (5) companies organized in up to three (3) company hierarchies Cost centers organized in up to
	<ul style="list-style-type: none"> <li>Cost centers</li> </ul>	Y Y	



Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	<ul style="list-style-type: none"> <li>Custom organizations</li> </ul>	Y	two (2) independent hierarchy structures with up to four (4) hierarchy levels each Up to one (1) custom organization if needed with a hierarchy structure
	Locations of assets	Y	Up to two hundred and thirty-three (233) Business Asset and Ship-To organized in a hierarchy structure with up to four (4) levels of hierarchy
	Custom security groups	Y	Up to two (2)
<b>Financial Accounting</b>	Foundation Data Model (FDM) design and utilizing Workday worktags for analytics	Y	
	Account sets (parent-child relationship)	Y	One parent-child account set configuration
	Ledger account summaries	Y	One ledger account summary structure with up to five (5) levels
	Configure standard/delivered account posting rules <ul style="list-style-type: none"> <li>Including spend and revenue categories and account posting rules for operational transactions</li> </ul>	Y	One (1) Posting Rule Set
	Categories	Y	Revenue Categories with one hierarchy structure containing up to four (4) levels Spend Categories with one hierarchy structure containing up to four (4) levels
	Custom worktags	Y	Up to three (3)
	Custom reports to support financial reporting for Generally Accepted Accounting Principles	Y	See Appendix B

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	(GAAP) and regulatory reporting requirements, Workday financial statements for external reporting, and internal management reports		
	Allocations	Y	Up to ten (10)
	Fiscal schedule(s) (fiscal year)	Y	
	Fiscal summary schedule(s)	Y	
	Custom validation(s)	Y	Up to one hundred (100)
<b>Banking and Settlement</b>	Financial institutions	Y	Up to five (5)
	Configure check printing modifications and electronic bank integrations (type of electronic payments, and wire payments unique by company)	Y	Check printing configured for one (1) Financial Institution
	Cash position	N	
	Bank reconciliation automation and integrations	Y	All operational bank accounts at one (1) financial institution
	Supplier settlement via check or electronic payments	Y	Electronic payment automation and integrations configured for one (1) Financial Institution
<b>Procurement</b>	Punchouts	Y	Up to number (3)
	Purchase order layout	Y	Up to one (1) Custom Purchase Order Layout
	Receiving and matching	Y	
	Supplier portal functionality	Y	
	Request for Quotation ("RFQ") processes	Y	
	Procurement Contract Layout	Y	Up to one (1) Custom Procurement Contract Layout
<b>Supplier Accounts</b>	Suppliers including payment terms, attributes for payments and 1099 reporting	Y	
	Supplier contracts	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Supplier categories and groups	Y	
	Check or electronic payments for supplier settlement(s)	Y	
	Tax books, excluding actuals	N	
<b>Business Assets</b>	Depreciation Profiles	Y	
	Asset Books	Y	
<b>Expenses</b>	Worker expense preferences (e.g., Employee travel card – American Express)	Y	
	Expense policy security groups	Y	Up to five (5) Expense Policy Security Groups
	Expense items	Y	Configuration of up to one hundred (100) Expense Items
	Expense item groups	Y	
<b>Strategic Sourcing</b>	System Configuration	Y	Configure global settings
		Y	Configuration of Single Sign-On access. CSLLC will be primarily responsible for configuration of Single Sign-On access
		Y	Configuration of API Tokens for Supplier Connector. Only applies if Supplier Connector is in Scope
	Suppliers	Y	Configure custom field groups and custom fields required for the Supplier Profile
		Y	Provide Supplier import template. Supplier import is only in Scope if the Supplier Connector is out of Scope
		Y	Import up to twenty-five thousand (25,000) suppliers. Supplier import is only in Scope if the Supplier Connector is out of Scope

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Sourcing	Y	Configure RFx Template(s), including the description, questionnaires & worksheets
		Y	Configure up to 2 RFx templates
	Pipeline Projects	Y	Edit default fields and configure custom fields & custom field groups
		Y	Configure up to 3 Pipeline Project Types
		Y	Customize Project layouts
		Y	Configure Financial Details settings
		Y	Provide Project import template
		Y	Data must be formatted per Workday's import template requirements & data validations
<b>Projects</b>	Projects of medium complexity including: <ul style="list-style-type: none"> <li>• Project phases</li> <li>• Project tasks</li> <li>• Project worker roles/talent pools</li> <li>• Project groups</li> <li>• Basic projects</li> </ul>	Y Y Y Y Y	
	Delivered Workday capital project functionality	Y	
	Delivered Workday billable project functionality	N	
	Project hierarchies	Y	One (1) primary and one (1) optional project hierarchy structure with up to four (4) levels in each.
	Project templates (project, project plan, or a combination thereof)	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
<b>Grants Management</b>	Grants: hierarchies, security, business processes, and Award Cost Processing (ACP)	Y	Up to seven hundred (700) Active Grants organized into one hierarchy structure with up to four (4) levels.
	Awards	Y	
	Sponsors	Y	
	Award proposals	Y	
<b>Budgets</b>	Structures (Financial, Award, Project)	Y	Parent-child structure set up for the financial plan
	Position Budget Structure	N	
	Ledgers for encumbrances	Y	
	Budget checking for operational, Grants, and project budgets	Y	
	Payroll Commitment Accounting	N	
<b>Revenue Management</b>	Customer attributes for billing and collection through aging reports and collection disputes. Including Auto Application Rules for Customer Payments	Y	Active customers at time of go live
	Customer Invoice layout(s)	Y	Up to one (1) custom invoice layout
	Customer Statement layout(s)	Y	Up to one (1) custom statement layout
	Dunning Letter	Y	Up to one (1) custom Dunning Letter Layout
<b>Employee Self-Service</b>	Employee self-service for all Workday functionality specified above	Y	
<b>Manager Self-Service</b>	Manager self-service for all Workday functionality specified above	Y	
<b>Mobile Solutions</b>		Y	

## Appendix E – Data Conversion

### HCM Transactional History Conversion Assumptions:

- Transactional history is only available for employees. Transactional history for contingent workers is not supported. Employees who were previously contingent workers will not have their contingent worker staffing events reflected in the history.
- All employees converted with transactional history will be assigned a single position Identification (“ID”) in their primary position for the purposes of conversion. Conversion of historical position management changes is not supported. Current additional jobs will be converted as required.
- All employees converted with transactional history will be converted into current supervisory organization and other position details will be updated to reflect changes.
- All necessary configuration for job profiles, compensation grades, locations, organizations, etc., which are referenced in the load of historic transactions will be provided by the Client through the use of the Cynergy design documents.

### Finance-related History Conversion Assumptions:

- Suppliers active in the two (2) years prior to Go-Live
- Customers active in the two (2) years prior to Go-Live

In Scope person population(s) which are active at time of the Go-Live conversion extract will be included in the conversion process. Clients’ workers who were terminated in the current and prior calendar year based on the final extract date will be included in the data conversion to Workday to support rehires and reporting.

Functional Area	Data Conversion Scope	Population
HCM	<p><b>Current job/position details:</b> job profile, time type, default and scheduled weekly hours, work shift, location, position ID, position title, business title, union membership, employee contracts, probation periods, notice periods, collective bargaining agreements, annual work periods and contingent worker supplier and rates.</p> <p><b>Current organization assignments:</b> company, cost center, region, custom organizations, retiree, supervisory organization (single job management ‘terminated’ organization for all terminated workers and pay group</p> <p><b>Service dates:</b> original hire date, most recent hire date, position start date for conversion, continuous service date, termination date (most recent for current terminations only) and all other Workday delivered service dates</p> <p><b>Current biographic data:</b> legal and preferred name, date of birth, date of death, gender, disability status, ethnicity, marital status, citizenship status, and military status.</p> <p><b>Current ID information:</b> license(s), visa(s), passport(s), national ID(s), additional government ID(s) and custom ID(s)</p>	Active and terminated workers and retirees

Functional Area	Data Conversion Scope	Population
	<p><b>Current contact information:</b> home address, mailing address, home and work telephone, email, instant messenger, and web address.</p>	
<p><b>HCM Transactional Employee History</b></p>	<p><b>Transactional staffing history:</b> Two (2) years of active employee job/position history to be converted into Workday’s job/position transactional objects:</p> <ul style="list-style-type: none"> <li>• Original hire row, rehires, and terminations</li> <li>• Transfers, promotions, and demotions</li> <li>• Organization assignments including company, cost center, and pay group</li> </ul> <p><b>Transactional compensation history:</b> Two (2) years of active employee compensation history to be converted to Workday’s compensation transactional objects:</p> <ul style="list-style-type: none"> <li>• Base pay plan changes from promotions, merits, or adjustments (salary or hourly)</li> <li>• Bonus assignments not including bonus actual amounts</li> <li>• Allowance, commission, and merit plan assignments will only be converted with current information.</li> </ul>	<p>Active employees</p>
<p><b>HCM Worker History from a Previous System</b></p>	<p><b>Job and Position History:</b> Client defined number of years of employee job/position history to be converted to Workday’s job and position history from a previous system table</p> <p><b>Compensation history:</b> Client defined number of years of employee compensation history to be converted to Workday’s compensation history from a previous system table</p>	<p>Active and terminated employees and retirees</p>
<p><b>Compensation</b></p>	<p><b>Current compensation Data:</b> most recent effective date of compensation change, compensation grade and grade profile, compensation step (if included in compensation Scope), base pay amount and plan (salary or hourly), bonus, merit, allowance, commission, and unit salary.</p> <p><b>One-time and bonus payments:</b> up to three (3) years of historic bonus and one-time payments</p> <p><b>Severance:</b> ongoing payments for workers currently on severance, loaded as payroll input for Workday payroll conversion or directly in the payroll interface system</p>	<p>Active employees and retirees</p>
<p><b>Benefits</b></p>	<p><b>Related persons:</b> dependents, beneficiaries (including trusts) and emergency contacts associated with a worker</p> <p><b>Current benefit elections:</b> current healthcare, insurance, spending account, health savings, retirement, wellness, Medicare, enrollment custom objects additional benefit elections and associated dependents and beneficiaries</p> <p><b>ACA history:</b> current year medical election changes and ACA hours and wages to support ACA reporting <b>Evidence Of Insurability:</b> pending evidence of insurability is considered Out-of-Scope</p>	<p>Active employees and retirees</p>

Functional Area	Data Conversion Scope	Population
<b>Absence Management</b>	<p><b>Leaves of absence:</b> current leave event data for employees with leave events in the previous twelve (12) months</p> <p><b>Time-off carryover balances:</b> Current absence plan balances at time of cutover</p>	Active employees
<b>Payroll</b>	<p><b>Payroll history:</b> current year-to-date wage and tax data (payroll) including taxable wages and subject wages, for federal, state/province, and local taxes reconciled to tax returns loaded as quarterly data. This will only be required for parallel testing due to January Go-Live date.</p> <p><b>Tax elections:</b> current employee tax elections for federal, state/province, and local tax withholdings such as married, single, and number of exemptions</p> <p><b>Additional payroll data:</b> payment elections, withholding orders, costing allocations, ongoing earnings or deductions which are not benefit-related</p>	Active employees and employees paid within current calendar (Go-Live) year and retirees
<b>Financial Accounting</b>	<p>Fiscal year balances:</p> <ul style="list-style-type: none"> <li>• Single Summarized Journal for Each company Per Period with a Maximum of one (1) Year Plus Current YTD - Prior Year Ending Balance</li> <li>• Company Base Currency Only</li> <li>• Transactional/Detailed Journals are out-of-Scope and will not be included</li> </ul>	
<b>Banking &amp; Settlements</b>	<ul style="list-style-type: none"> <li>• Beginning Balance</li> <li>• Unreconciled Open items</li> </ul>	
<b>Budgets</b>	<ul style="list-style-type: none"> <li>• One (1) Prior Year and Current Year Budget Data</li> </ul>	
<b>Customer Accounts</b>	<ul style="list-style-type: none"> <li>• Customers with Activity Within two ((2) fiscal years Prior to Go-Live</li> <li>• Open Account Receivables Items</li> </ul>	
<b>Customer Contracts</b>	<ul style="list-style-type: none"> <li>• The Remaining Balance of two hundred fifty (250) Active customer Contracts and Open Fixed Fee Client Contract Line Types</li> </ul>	
<b>Procurement</b>	<ul style="list-style-type: none"> <li>• Open Approved Purchase Orders at time of Go-Live</li> <li>• Open Supplier contracts at time of Go-Live</li> <li>• Receipts for Open Approved Purchases Orders at time of Go-Live</li> <li>• Open Requisition conversion is out-of-Scope</li> </ul> <p>Open Request for Quotes (RFQs) are out-of-Scope</p>	
<b>Supplier Accounts</b>	<ul style="list-style-type: none"> <li>• Up to fourteen thousand (14,000) suppliers active in the past two (2) fiscal years</li> <li>• Supplier invoice adjustments in current calendar year for 1099 reporting</li> </ul> <p>Open supplier invoices are out-of-Scope</p>	



Functional Area	Data Conversion Scope	Population
<b>Business Assets</b>	<ul style="list-style-type: none"> <li>• Up to five thousand (5,000) Active Capitalized Assets, Reconciled to Balance Sheet</li> <li>• Up to two thousand (2,000) Tracked Expensed Assets (No Cost)</li> </ul>	
<b>Expenses</b>	<ul style="list-style-type: none"> <li>• Worker Payment Elections for Expense Payments</li> </ul>	
<b>Projects</b>	<ul style="list-style-type: none"> <li>• Up to One Thousand (1,000) projects active at the time of or one (1) year prior to Go-Live with attributes.</li> </ul>	
<b>Grants</b>	<ul style="list-style-type: none"> <li>• FIXED Up to seven hundred (700) Active Grants and associated Grant Hierarchies</li> <li>• Open Sponsor Invoice Balances</li> <li>• Sponsors associated to active awards</li> <li>• Award Contracts active at Go Live</li> <li>• Award Life to Date Billed Balances via Award Historical Cumulative Lines for Active Awards at Go Live</li> <li>• Award Life to Date Expenditure and/or Revenue Balances for Active Awards at Go Live</li> </ul>	

# Board of Commissioners

## Request for Board Action

Item Number: 2025-122

Meeting Date: 4/1/2025

**Sponsor:** Board of Commissioners

### Title

Settlement Agreement in Venedia Larita Campbell and Martin Alan Smith, II v. Ramsey County et al. (Court File No. 24-CV-00913)

### Recommendation

1. Approve the settlement agreement with Venedia Larita Campbell and Martin Alan Smith, II v. Ramsey County et al. (Court File No. 24-CV-00913), totaling \$35,000.
2. Authorize the Chair and Chief Clerk to execute the settlement agreement.

### Background and Rationale

On May 20, 2022, Ramsey County deputy sheriffs responded to a request for assistance call from Minneapolis police officers to assist in investigating an area around a parking lot in St. Paul in which a stolen car was parked. The car belonged to a victim who was shot in Minneapolis and was robbed of the car, his cell phone, and a lawnmower. The investigation in the area around the parking lot led all law enforcement officers on the scene to believe that the perpetrators of the shooting and robbery in Minneapolis were inside of Plaintiffs' home, which was on the same block as the parking lot. Officers then surrounded Plaintiffs' home and ordered them to exit; Plaintiffs complied with the command. The officers then obtained a search warrant of the home and executed it based on the observations of both Minneapolis police officers and Ramsey County deputy sheriffs on the scene. The Plaintiffs were exonerated of any crime after a short investigation.

Plaintiffs sued Ramsey County and Ramsey County Deputy Sheriff Andrew William Schroeder and the City of Minneapolis and several of its police officers, alleging that the defendants violated their rights against unlawful search and seizure under the Fourth Amendment by fabricating the basis of the search warrant of their home.

The parties reached an agreement during settlement negotiations, subject to board approval. The board approved the settlement in a closed session on December 3, 2024.

### County Goals (Check those advanced by Action)

- Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

There is no racial equity impact associated with this request for board action.

### Community Participation Level and Impact

There is no community engagement associated with this request for board action.

- Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

Ramsey County is self-insured, and the settlement agreement will be paid out of the county's tort liability fund.

### Last Previous Action

On December 3, 2024, the Ramsey County Board met in a closed session to receive advice from and provide direction to the County Attorney's Office (Resolution B2024-261).

**Attachments**

1. Settlement Agreement

## **SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims is entered into this 6 day of March, 2025:

WHEREAS, Venedia Larita Campbell and Martin Alan Smith, II (“Plaintiffs”) have instituted legal proceedings against Kyle Allen Williams, acting in his individual capacity, and Ramsey County (“Ramsey County Defendants”) and Andrew William Schroeder, Paul Franz Albers, Robert Aaron Greer, Drew Scott Clark, John Cameron Haugland, all acting in their individual capacities, and City of Minneapolis (“Minneapolis Defendants”), in the United States District Court for the District of Minnesota, 24-cv-913 (“the Litigation”).

WHEREAS, Plaintiffs are dismissing their claims against all Defendants, such dismissal being with prejudice, inclusive of all claims against Defendants, and contingent upon settlement on the terms set forth herein and for the consideration set forth herein; and

WHEREAS, Plaintiffs have offered to compromise all of their claims against the Defendants in the Litigation in exchange for a sum of money and other good and lawful consideration;

NOW, THEREFORE, in consideration of the premises and the mutual promised contained herein, it is agreed as follows.

### 1. **Parties**

This Settlement Agreement and Release of All Claims (“Agreement”) is made and entered into between Plaintiffs and the Ramsey County Defendants, herein collectively referred to as “the Parties.”

### 2. **Purpose**

The purpose of this Agreement is to finally and fully resolve all matters, claims and issues, whether known or unknown, which were raised or which could have been raised in the Litigation. To

avoid the risks, uncertainty, and costs associated with the Litigation, the Parties have agreed to compromise and settle this dispute and end the Litigation.

**3. Consideration**

In consideration of the Agreement and Plaintiffs' release of claims, as set forth herein, the Ramsey County Defendants agree to pay the sum of \$35,000 to Law Office of Eric A. Rice Trust Account. The Minneapolis Defendants have also agreed to pay a separate sum of \$35,000 to the Plaintiffs, subject to the settlement agreement between Plaintiffs and the Minneapolis Defendants. These payments shall constitute full and complete settlement of all claims asserted by Plaintiffs in the Litigation.

**4. Full and Final Release of All Claims**

Plaintiffs for themselves, their heirs, successors, and assigns, do hereby release, acquit, and forever discharge Ramsey County and its current, former, and future employees, officers, past and present elected officials, directors, agents, departments, predecessors, successors and assigns, and their respective heirs, successors, legal counsel, and assigns (hereinafter referred to collectively as "the Released Parties"), to the fullest extent permitted by law, from and against any and all claims, complaints, controversies, causes of action, demands, suits, damages, costs, obligations, liabilities, rights or damages of any nature, including claims for attorneys' fees, which they have ever had, may now have, or which may hereafter arise, whether known or unknown, on account of, or in any way arising out of the incident described in the Litigation, including but not limited to claims existing at any time up to and including the date of this Agreement and further agrees not to commence suit based upon any of the foregoing. This full and final release shall cover and include any and all future injuries and/or damages arising from the matters referred to in this Agreement, not now known to Plaintiffs but

which may later develop or be discovered, including the effects or consequences thereof, and including all causes of action therefore. This expressly includes Plaintiffs' rights, if any, to appeal from dismissal of any or all of the claims in this Litigation.

**5. Plaintiffs' Responsible for Subrogation and Liens**

Plaintiffs agree to assume full responsibility for settlement and reimbursement of any subrogation claims or liens, and further agrees to defend and indemnify and/or hold the Released Parties harmless against any insurers or governmental entities claiming subrogation rights or liens relating to the Litigation. Plaintiffs agree to provide the Ramsey County Attorney's Office upon request the following information to enable Ramsey County to fulfill its obligations under Section 111 of the federal Medicare, Medicaid and SCHIO Extension Act of 2007 (MMSEA): full legal name; gender; date of birth; social security number; and any other information reasonably required under the MMSEA.

Plaintiffs hereby agree to hold harmless the Released Parties from any liability whatsoever to any person, entity, firm, or corporation beyond the consideration already paid as part of this release, including, without limitation, liability for other tort claims and constitutional claims, and/or actions for enforcement of any liens and including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare or Medicaid payments, medical assistance claim, or otherwise, which may now exist or hereafter arise by reason of the matters referred to in the Complaint or other pleadings in the Litigation. It is agreed that all liens or any other obligations, statutory or otherwise, will be satisfied by the proceeds of the settlement.

**6. Plaintiffs' Ability to Execute Agreement and Receive Payment**

Plaintiffs expressly represent and warrant that they are able to execute this Settlement Agreement and Release of All Claims. Plaintiffs are each at least 18 years of age and mentally competent, and have consulted with attorneys and other professional advisers of their choice regarding this Agreement and its legal and tax consequences. Plaintiffs understand and voluntarily accept all the terms, conditions, and consequences of this Agreement. Plaintiffs expressly represent and warrant that they are not a party to any bankruptcy proceeding before any court.

**7. Stipulation of Dismissal**

The Parties hereto agree to execute and file Stipulation of Dismissal with Prejudice and Request for Approval of Settlement Pursuant to Minn. Stat. § 466.08 in the forms attached hereto as Exhibit A.

**8. Voluntary Agreement**

Plaintiffs acknowledge and agree that they have read and thoroughly discussed all aspects of this Agreement with their attorney, that they understand the Agreement's provisions, and that they sign and agree to this Agreement's terms voluntarily and without coercion.

**9. Full Satisfaction**

Plaintiffs understand and agree that acceptance of the above consideration is in full and complete satisfaction of the aforementioned claims including any and all claims for attorneys' fees, and that payment of the above amount in settlement of this case is in no way or manner to be construed as an admission on the part of the Ramsey County Defendants, or of the liability of any Ramsey County Defendant, which validity and liability is expressly denied.

**10. Settlement Forms**

Plaintiffs agree to approve and execute any forms necessary to obtain the above referenced settlement check, including W-9 and Medicare forms, and any forms to documents necessary to effectuate the dismissal of all claims against the Released Parties.

**11. Complete Agreement**

This Agreement contains and sets forth all the terms agreed upon by Plaintiffs and the Released Parties regarding Plaintiffs' claims. This Agreement contains the entire understanding and supersedes all other agreements and understandings relating to the subject matter of this Agreement.

**12. Severability**

If any provision of this Settlement Agreement and Release of All Claims is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable, and this Settlement Agreement and Release of All Claims shall be construed and enforced as if the illegal or invalid provision had never been included herein.

**13. Tax Consequences**

Plaintiffs understand and acknowledge that the Ramsey County Defendants have made no representation or warranties to Plaintiffs as to any tax consequences of the settlement outlined in this Agreement and fully acknowledge that no tax advice or research has been provided to them by the Ramsey County Defendants. Plaintiffs fully acknowledge that they have not relied upon any such representation and agree not to make any such claim. Plaintiffs understand and agree that any tax consequences or liabilities arising from this Agreement are solely the responsibility of Plaintiffs.



**14. Data Preservation**

Data concerning Plaintiffs shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act and other applicable laws.

**15. Agreement May Be Executed in Counterparts**

This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document by the Parties and their respective attorneys.

**16. Effect of Agreement**

Plaintiffs agree that this Agreement binds them and also binds their heirs, executors, administrators, assigns, agents, partners, and successors in interest. Plaintiffs represent that no right, claim, or cause of action covered by this Agreement has been assigned or given to someone else, nor are any attorneys' fees owed to any counsel other than those that may be paid by the proceeds of this Agreement.

**17. All Claims Are Disputed**

All claims, past, present, or future, are disputed. The Released Parties admit no liability, and this Agreement shall not be treated as evidence of liability nor as an admission of liability or responsibility on behalf of the Released Parties.

**18. Costs and Disbursements**

All parties shall bear its own costs, disbursements, and attorney's fees.

**ACCEPTED AND AGREED:**

**Plaintiff Venedia Larita Campbell**

**03/06/2025**

Date: \_\_\_\_\_

By: *Venedia Campbell*

1005 11th ave S Apt. 4 Hopkins MN 55343  
Venedia Larita Campbell  
ADDRESS

*Venedia Campbell*

CITY STATE ZIP CODE


**Plaintiff** Martin Alan Smith, II

Date: 03/06/2024  
\_\_\_\_\_

By: 

Martin Alan Smith, II  
723 Sherburne Ave  
Saint Paul MN, 55104

Date: March 11, 2025  
\_\_\_\_\_

By: 

Eric A. Rice (MN #0388861)  
1 W. Water St., Ste. 275  
Saint Paul, MN 55107  
P: (651) 998-9660  
F: (651) 344-0763  
eric@ricedefense.com

*Attorney for Plaintiffs*

**JOHN J. CHOI**  
**RAMSEY COUNTY ATTORNEY**

Date: March 11, 2025  
\_\_\_\_\_

By: *Brett Bacon*  
Brett Bacon (#0400776)  
Kristine Nogosek (#0304803)  
Assistant Ramsey County Attorneys  
360 Wabasha Street North, Suite 100  
St. Paul, MN 55102  
(651) 266-3211 (Bacon)  
(651) 266-3230 (Nogosek)

**ATTORNEYS FOR DEFENDANTS**  
**RAMSEY COUNTY AND KYLE**  
**ALAN WILLIAMS**

**For Defendant, Ramsey County:**

Date: \_\_\_\_\_

**RAMSEY COUNTY**

By: \_\_\_\_\_

Raphael Ortega

Its: Board Chair

By: \_\_\_\_\_

Jason Yang

Its: Chief Clerk – County Board

Item Number: 2025-119

Meeting Date: 4/1/2025

**Sponsor:** Human Resources

### Title

Terms of Collective Bargaining Agreement with Teamsters 320 Probation Officers for the Years 2025, 2026, and 2027

### Recommendation

1. Approve the terms of the collective bargaining agreement with Teamsters 320 Probation Officers for the years 2025, 2026, and 2027.
2. Authorize the Chair and the County Manager to execute the agreement.

### Background and Rationale

Collective bargaining with Teamsters 320 Probation Officers has resulted in agreement for a three-year contract for the years 2025, 2026, and 2027. This bargaining unit represents approximately 213 employees who work in the Ramsey County Community Corrections department in the job classifications of Probation Officer 1, Probation Officer 2, and Probation Officer 3.

The current agreement expired December 31, 2024 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process. The settlement was reached between the parties in mediation on March 3, 2025. The bargaining unit subsequently voted to ratify the tentative agreement on March 18, 2025. Although the challenges were significant, there were ample opportunities to address the interests of both union and management. The proposed settlement addresses the important interests of affected employees and the county, including modernization of the classification and compensation structure, while honoring the fiscal limitation expressed by the Ramsey County Board.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

With approximately 4,206 employees employed by Ramsey County, 46% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 53%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide protective services to the residents of Ramsey County and promote the county's vision, mission and goals.

### Community Participation Level and Impact

This action is strictly operational and internal facing. The union completed a vote of its membership to ratify the agreement pursuant to the internal union process. This agreement is the result of a traditional negotiation process in which the county and the union meet to resolve identified issues using both a collaborative and productive approach.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funding for contract costs was accounted for in Ramsey County's 2025 operating budget and will be included in the proposed 2026-2027 biennial budget.

**Last Previous Action**

On September 20, 2022, the Ramsey County Board of Commissioners approved the terms of collective bargaining agreement with Teamsters 320 Probation Officers for the years 2022, 2023 and 2024 (Resolution B2022-216).

**Attachments**

1. 2025-2027 Teamsters 320 Probation Officers Tentative Agreement Summary List

**Ramsey County**  
**Teamsters Local 320 Probation Officers**  
**Tentative Agreement During Mediation on 3/3/2025**

**DURATION**

This Agreement shall be effective as of the first day of January 2025 and shall remain in full force and effect until the last day of December 2027.

**WAGES**

**2025:** Effective the first full pay period following January 1, 2025, the applicable salary plans as contained within Addendum A shall be revised as part of the countywide classification and compensation modernization initiative.

3.0% wage increase effective the first full pay period following January 1, 2025. Employees shall progress through the wage schedule per the established salary plan in 2025.

Effective January 1, 2025, steps that require four (4) or more years between progression shall reduce the progression by two (2) years, not to result in more than two (2) years between steps.

**2026:** 3.5% wage increase effective the first full pay period following January 1, 2026. Employees shall progress through the wage schedule per the established salary plan in 2026.

**2027:** 4.5% wage increase effective the first full pay period following January 1, 2027. Employees shall progress through the wage schedule per the newly established salary plan in 2027.

**MEDICAL INSURANCE**

The Employer and employee will contribute toward medical insurance premiums as follows in 2025, 2026, and 2027:

Tier	Employer Contribution %	Employee Contribution %
Employee only (Single)	95%	5%
Employee + Spouse	82%	18%
Employee + child(ren)	82%	18%
Family	83%	17%

Employer contributions are prorated for part-time employees.

For the High Deductible plan, the Employer shall also contribute to a Health Savings Account (HSA) as follows:

<b>Employee only (Single)</b>	<b>\$60/mo (\$720 annual maximum)</b>
Employee + Spouse	\$125/mo (\$1,500 annual maximum)
Employee + child(ren)	\$125/mo (\$1,500 annual maximum)
Family	\$125/mo (\$1,500 annual maximum)

**DENTAL INSURANCE**

Tier	Employer Contribution %	Employee contribution %
Employee Only (single)	50%	50%
Employee + Spouse	50%	50%
Employee + Child(ren)	50%	50%
Family	55%	45%

## **RETIREE INSURANCE CONTRIBUTIONS**

### **Regular Retiree Minimum Payment effective January 1, 2025:**

- **Single** – No less than \$55/month
- **Family** – No less than \$110/month

## **OTHER ECONOMIC ITEMS**

### **Premium Pay – Article 6**

- Effective the first full pay period following January 1, 2025, POs working at the Juvenile Detention Center may be eligible to receive both night and weekend differential.

### **Vacation Cashout – Article 9**

- New language that allows for 100 hours of vacation to be cashed out once per calendar year

### **New Floating Holiday – Article 14**

- Effective in 2025, additional 8 (eight) hours of floating holiday for probationary or permanent status employees

### **Overtime – Article 16**

- New language that allows for POs working at the Juvenile Detention Center to receive overtime pay for unscheduled hours unless the employee calls in sick the calendar day before or after working the unscheduled hours.

### **Minnesota Paid Family and Medical Leave – Article 20**

- The employer and the employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14

## **OTHER LANGUAGE ITEMS**

### **Recognition – Article 2**

- Modify job classifications to conform with classification and compensation modernization initiative.

### **Union Security – Article 3**

- Modify union security article to conform with Minn. Stat. 179A

### **Holidays – Article 7**

- Modify language for clarity
- New language that allows for a maximum of 16 hours of holidays reserve hours to carry over

### **Discipline – Article 18**

- New limited retention language that allows for mutual agreement to remove written warnings

### **Seniority List – Article 12**

- Change the annual date for seniority list posting from January to May
- Remove provision 12.8 regarding a supervisor's ability to exercise seniority rights

### **Grievance Procedure – Article 20**

- New language that requires mediation prior to arbitration of a grievance

### **Sick Leave – Article 8**

- Update sick leave article to conform with Minn. Statute 181.9445-181.9448

- Increase the amount of sick leave an employee may use in conjunction with Workers Compensation to 100% of an employee's normal daily wage
- Increase the number of sick leave hours available for birth or adoption from forty (40) hours to one hundred and sixty (160) hours

**Paid Parental Leave – Article 24**

- Effective 1/1/2025, the County will provide 8 weeks of paid parental leave to sunset once a state parental leave program is in effect.

**MEMORANDA OF AGREEMENT**

- i. MOA Vacation Advance – *Renew*
- ii. MOA Posting Temporary Assignments – *Delete*
- iii. MOA Post Termination HCSP – *Renew*
- iv. MOA Juvenile Restructuring Grievance and Principles for Future Realignment – *Renew*
- v. MOA Short/Long Term Disability – *Renew*
- vi. MOA ACA Insurance for Intermittent Employees – *Renew*
- vii. MOA Pilot for Comp Time Cash Out – Updated MOA for 2021 – *Renew*
- viii. MOA Field Training Officer – Training Program Pilot 2021 – *Renew*
- ix. MOA Working out of Class as Acting Shift Supervisor at JDC Renew – *Renew*
- x. MOA Pilot Bid by Team at the Juvenile Detention Center – *Renew*
- xi. MOA Deputy County Manager Meet and Confer – *New*
- xii. MOA Training Program for New Probation Officers – *New*
- xiii. MOA Probation Officer Professional Development Program – *New*



**Ramsey County**  
**Teamsters Local 320 Probation Officers**  
**Tentative Agreement During Mediation on 3/3/2025**

**Addendum A**

<b>Classification and Compensation Restructure Salary Plan 129A</b>											
<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
Grade 29	29.784835	31.274077	32.763318	34.252560	35.741802	37.231044	38.720285	40.209527	41.698769	43.188011	44.677252
Grade 37	34.844044	36.586246	38.328448	40.070651	41.812853	43.555055	45.297257	47.039459	48.781662	50.523864	52.266066

Item Number: 2025-120

Meeting Date: 4/1/2025

**Sponsor:** Human Resources

### Title

Terms of Collective Bargaining Agreement with Teamsters 320 Correctional Officers I & II for the Years 2025, 2026, and 2027

### Recommendation

1. Approve the terms of the collective bargaining agreement with Teamsters 320 Correctional Officers I and II for the years 2025, 2026, and 2027.
2. Authorize the Chair and the County Manager to execute the agreement.

### Background and Rationale

Collective bargaining with Teamsters 320 Correctional Officers I and II has resulted in agreement for a three-year contract for the years 2025, 2026, and 2027. This bargaining unit represents approximately 206 employees who work at the Ramsey County Sheriff's Office and the Community Corrections department in the job classifications of Correctional Officers I and II.

The current agreement expired December 31, 2024 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process. The settlement was reached between the parties in mediation on February 25, 2025. The bargaining unit subsequently voted to ratify the tentative agreement on March 4, 2025. Although the challenges were significant, there were ample opportunities to address the interests of both union and management. The proposed settlement addresses the important interests of affected employees and the county, including modernization of the classification and compensation structure, while honoring the fiscal limitation expressed by the Ramsey County Board.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

With approximately 4,206 employees employed by Ramsey County, 46% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 53%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide protective services to the residents of Ramsey County and promote the county's vision, mission and goals.

### Community Participation Level and Impact

This action is strictly operational and internal facing. The union completed a vote of its membership to ratify the agreement pursuant to the internal union process. This agreement is the result of a traditional negotiation process in which the county and the union meet to resolve identified issues using both a collaborative and productive approach.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funding for contract costs was accounted for in Ramsey County's 2025 operating budget and will be included in the proposed 2026-2027 biennial budget.

**Last Previous Action**

On September 20, 2022, the Ramsey County Board of Commissioners approved the terms of collective bargaining agreement with Teamsters 320 Correctional Officers I & II for the years 2022, 2023 and 2024 (Resolution B2022-215).

**Attachments**

1. 2025-2027 Teamsters 320 Correctional Officers I & II Tentative Agreement Summary List

**Ramsey County**  
**Teamsters Local 320 Correctional Officers 1 & 2**  
**Tentative Agreement Reached on December 4, 2024**

**DURATION**

This Agreement shall be effective as of the first day of January 2025 and shall remain in full force and effect until the last day of December 2027.

**WAGES**

**2025:** Effective January 1, 2025, the applicable salary plans as contained within Addendum A shall be revised as part of the countywide classification and compensation modernization initiative.

3% wage increase effective the first full pay period following January 1, 2025. Employees shall progress through the wage schedule per the established salary plan in 2025.

Effective January 1, 2025, steps that require four (4) or more years between progression shall reduce the progression by two (2) years, not to result in more than two (2) years between steps.

**2026:** 3.5% wage increase effective the first full pay period following January 1, 2026. Employees shall progress through the wage schedule per the established salary plan in 2026.

**2027:** 4.5% wage increase effective the first full pay period following January 1, 2027. Employees shall progress through the wage schedule per the newly established salary plan in 2027.

**MEDICAL INSURANCE**

The Employer and employee will contribute toward medical insurance premiums as follows in 2025, 2026, and 2027:

Tier	Employer Contribution %	Employee Contribution %
Employee only (Single)	95%	5%
Employee + Spouse	82%	18%
Employee + child(ren)	82%	18%
Family	83%	17%

Employer contributions are prorated for part-time employees.

For the High Deductible plan, the Employer shall also contribute to a Health Savings Account (HSA) as follows:

<b>Employee only (Single)</b>	<b>\$60/mo (\$720 annual maximum)</b>
Employee + Spouse	\$125/mo (\$1,500 annual maximum)
Employee + child(ren)	\$125/mo (\$1,500 annual maximum)
Family	\$125/mo (\$1,500 annual maximum)

**DENTAL INSURANCE**

Tier	Employer Contribution %	Employee contribution %
Employee Only (single)	50%	50%
Employee + Spouse	50%	50%
Employee + Child(ren)	50%	50%
Family	55%	45%

## **RETIREE INSURANCE CONTRIBUTIONS**

### **Regular Retiree Minimum Payment effective January 1, 2025:**

- **Single** – No less than \$55/month
- **Family** – No less than \$110/month

## **OTHER ECONOMIC ITEMS**

### **Overtime Eligibility on Holidays – Article 14**

- All employees working overtime on Christmas, New Years Day or Thanksgiving to be eligible to receive holiday pay as provided for other employees working on the holiday

### **New Floating Holiday – Article 14**

- Effective in 2025, additional 8 (eight) hours of floating holiday for probationary or permanent status employees

### **Premium Pay – Article 15**

- Night differential increase from 6.5% of first step to 7% of first step per hour.
- Saturday and Sunday differential increase from \$0.85 to \$1.00 per hour
- Field Training Officer Differential increased from \$3.00 per hour to \$5.00 per hour.

### **Clothing Allowance – Article 16**

- Increase the clothing allowance from \$900 to \$915 in 2025, \$930 in 2026 and \$945 in 2027.

### **Maximum Separation Pay – Article 18**

- Increase maximum payment for 2,000 or more hours of separation pay from \$14,500 to \$15,000

### **Minnesota Paid Family and Medical Leave – Article 20**

- The employer and the employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14

## **OTHER LANGUAGE ITEMS**

### **Recognition – Article 2**

- Modify the job classification to denote those no longer active

### **Union Security – Article 3**

- Modify union security article to conform with Minn. Stat. 179A

### **Seniority List – Article 9**

- Change the annual date for seniority list posting from December to September

### **Sick Leave – Article 17**

- Update sick leave article to confirm with Minn. Statute 181.9445-181.9448
- Increase the number of sick leave hours available for birth or adoption from forty (40) hours to one hundred and sixty (160) hours

### **Paid Parental Leave – Article 24**

- Effective 1/1/2025, the County will provide 8 weeks of paid parental leave to sunset once a state parental leave program is in effect.

### **Workers Compensation – Article 17**

- Increase the amount of sick leave an employee may use in conjunction with Workers Compensation to 100% of an employee's normal daily wage

### **Vacation Bidding – Article 19**

- Clarify that employees may bid for vacation equal to their hours of annual vacation accrual

## **MEMORANDA OF AGREEMENT**

- i. Post Employment HCSP – RENEW
- ii. Short/Long Term Disability – RENEW
- iii. ACA Eligibility– RENEW
- iv. Vacation Accrual Within Community Corrections – RENEW
- v. Labor Management Committee – RENEW
- vi. Training Funds Carryover and One-Time Cash Payout -2021 – REMOVE
- vii. Sheriff's Office CO Holidays – RENEW WITH MODIFICATION

**Ramsey County**  
**Teamsters Local 320 Correctional Officers 1 & 2**  
**Tentative Agreement Reached in Mediation on 2/25/2025**

**Addendum A**

***New Salary Plan 128***

<b>Grades</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>01</b>	26.072905	27.599615	29.126324	30.653034	32.179743	33.706453	35.233162	36.759872	38.286581	39.813291	41.338140
<b>03</b>	28.337490	29.992741	31.647992	33.303243	34.958494	36.613745	38.268996	39.924247	41.579498	43.234749	44.890640
<b>05</b>	30.104584	31.829126	33.553667	35.278209	37.002750	38.727292	40.451834	42.176375	43.900917	45.625458	47.359226

# Board of Commissioners

## Request for Board Action

**Item Number:** 2025-121

**Meeting Date:** 4/1/2025

**Sponsor:** Human Resources

### Title

Terms of Collective Bargaining Agreement with Teamsters 320 Chief Correctional Officers for the Years 2025, 2026 and 2027

### Recommendation

1. Approve the terms of the collective bargaining agreement with Teamsters 320 Chief Correctional Officers for the years 2025, 2026 and 2027.
2. Authorize the Chair and the County Manager to execute the agreement.

### Background and Rationale

Collective bargaining with Teamsters 320 Chief Correctional Officers has resulted in agreement for a three-year contract for the years 2025-2027. This bargaining unit represents approximately four employees who work in the Sheriff's Office the job classification of Chief Correctional Officer.

The current agreement expired December 31, 2024 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the result of negotiations between the parties and reflects the diligent efforts of union and management participants in the bargaining process. The settlement was reached between the parties on February 12, 2025. The bargaining unit subsequently voted to ratify the tentative agreement on March 25, 2025. There was ample opportunity to address the interests of both union and management and there is a successful conclusion of this process. The proposed settlement addresses the important interests of affected employees and the county while staying within the financial parameters authorized by the Ramsey County Board.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

With approximately 4,206 employees employed by Ramsey County, 46% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 53%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide protective services to the residents of Ramsey County and promote the county's vision, mission and goals.

### Community Participation Level and Impact

This action is strictly operational and internal facing. The union completed a vote of its membership to ratify the agreement pursuant to the internal union process. This agreement is the result of a traditional negotiation process in which the county and the union meet to resolve identified issues using both a collaborative and productive approach.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact



Funding for contract costs was accounted for in Ramsey County's 2025 operating budget and will be included in the proposed 2026-2027 biennial budget.

**Last Previous Action**

On September 27, 2022, the Ramsey County Board of Commissioners approved the terms of collective bargaining agreement with Teamsters 320 Chief Correctional Officers for the years 2022, 2023 and 2024 (Resolution B2022-222).

**Attachments**

1. 2025-2027 Teamsters 320 Chief Correctional Officer Tentative Agreement Summary List

**Ramsey County**  
**Teamsters Local 320 Chief Correctional Officers**  
**Tentative Agreement Reached on 2/26/2025 Following Mediation**

**DURATION**

This Agreement shall be effective as of the first day of January 2025 and shall remain in full force and effect until the last day of December 2027.

**WAGES**

**2025:** Effective the first full pay period following January 1, 2025, the applicable salary plans as contained within Addendum A shall be revised as part of the countywide classification and compensation modernization initiative.

3% wage increase effective the first full pay period following January 1, 2025. Employees shall progress through the wage schedule per the established salary plan in 2025.

**2026:** 3.5% wage increase effective the first full pay period following January 1, 2026. Employees shall progress through the wage schedule per the established salary plan in 2026.

Effective January 1, 2026, steps that require four (4) or more years between progression shall reduce the progression by two (2) years, not to result in more than two (2) years between steps.

**2027:** 4.5% wage increase effective the first full pay period following January 1, 2027. Employees shall progress through the wage schedule per the newly established salary plan in 2027.

**MEDICAL INSURANCE**

The Employer and employee will contribute toward medical insurance premiums as follows in 2025, 2026, and 2027:

Tier	Employer Contribution %	Employee Contribution %
Employee only (Single)	95%	5%
Employee + Spouse	82%	18%
Employee + child(ren)	82%	18%
Family	83%	17%

Employer contributions are prorated for part-time employees.

For the High Deductible plan, the Employer shall also contribute to a Health Savings Account (HSA) as follows:

<b>Employee only (Single)</b>	<b>\$60/mo (\$720 annual maximum)</b>
Employee + Spouse	\$125/mo (\$1,500 annual maximum)
Employee + child(ren)	\$125/mo (\$1,500 annual maximum)
Family	\$125/mo (\$1,500 annual maximum)

**DENTAL INSURANCE**

Tier	Employer Contribution %	Employee contribution %
Employee Only (single)	50%	50%
Employee + Spouse	50%	50%
Employee + Child(ren)	50%	50%
Family	55%	45%

## **RETIREE INSURANCE CONTRIBUTIONS**

### **Regular Retiree Minimum Payment effective January 1, 2025:**

- **Single** – No less than \$55/month
- **Family** – No less than \$110/month

## **OTHER ECONOMIC ITEMS**

### **New Floating Holiday – Article 14**

- Effective in 2025, additional 8 (eight) hours of floating holiday for probationary or permanent status employees

### **Clothing Allowance – Article 16**

- Increase the clothing allowance from \$900 to \$915 in 2025, \$930 in 2026 and \$945 in 2027.

### **Minnesota Paid Family and Medical Leave – Article 20**

- The employer and the employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14

## **OTHER LANGUAGE ITEMS**

### **Union Security – Article 3**

- Modify union security article to conform with Minn. Stat. 179A

### **Seniority List – Article 9**

- Change the annual date for seniority list posting from December to September

### **Sick Leave – Article 17**

- Update sick leave article to confirm with Minn. Statute 181.9445-181.9448
- Increase the number of sick leave hours available for birth or adoption from forty (40) hours to one hundred and sixty (160) hours

### **Paid Parental Leave – Article 24**

- Effective 1/1/2025, the County will provide 8 weeks of paid parental leave to sunset once a state parental leave program is in effect.

## **MEMORANDA OF AGREEMENT**

- i. Work Schedule MOU – Renew
- ii. Clothing Allowance MOU – Renew
- iii. Leave of Absence MOU – Renew
- iv. Watch Commander Assignments MOU – Renew
- v. Post Termination Health Care Savings Plan – Renew
- vi. Holiday Pay Provisions MOU – Renew

**Ramsey County**  
**Teamsters Local 320 Chief Correctional Officers**  
**Tentative Agreement Reached on 2/26/2025 Following Mediation**

**Addendum A**

**Salary Plan 142/Grade 41**

1	2	3	4	5	6	7	8	9	10	11
37.687318	39.571684	41.45605	43.340416	45.224782	47.109148	48.993513	50.877879	52.762245	54.646611	56.530977