



Board of Commissioners Agenda

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

October 3, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of October 3, 2023 is Presented for Approval** [2023-273](#)

Sponsors: County Manager's Office

Approve the agenda of October 3, 2023.

2. **Minutes from September 26, 2023 are Presented for Approval** [2023-289](#)

Sponsors: County Manager's Office

Approve the September 26, 2023 Minutes.

PROCLAMATION

3. **Proclamation: Licensed Family Child Care Provider Recognition Day** [2023-424](#)

Sponsors: Social Services

ADMINISTRATIVE ITEMS

4. **Sale of a Tax-forfeited Property Located at 735 Margaret Street to the Housing and Redevelopment Authority of the County of Ramsey, Minnesota** [2023-422](#)

Sponsors: Property Tax, Records & Election Services

1. Approve the sale of the tax-forfeited property located at 735 Margaret Street (32-29-22-11-0017) to the Housing and Redevelopment Authority of the County of Ramsey, Minnesota for \$88,750, plus maintenance costs and recording fees, with a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements in a manner consistent with local regulations and requirements as approved by the County Attorney's Office.

5. Emergency Communications Dispatch Center Remodel [2023-393](#)

Sponsors: Emergency Communications

1. Approve the use of \$800,000 from the Emergency Communications Center Equipment Fund Balance to remodel the Emergency Communications Dispatch Center.
2. Authorize the County Manager to establish Emergency Communications Dispatch Center Remodel as a project account in the Emergency Communications Center budget.
3. Authorize the County Manager to enter into agreements and execute amendments to the agreements in accordance with the county's procurement policies and procedures, provide the amounts are within the limits of available funding.

6. Grant Award from the Minnesota Department of Public Safety for Driving While Impaired and Traffic Safety Enforcement [2023-398](#)

Sponsors: Sheriff's Office

1. Ratify the submittal of the grant application to Minnesota Department of Public Safety, Office of Traffic Safety in the amount of \$150,000 for Driving While Impaired and Traffic Safety Enforcement.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Public Safety, Office of Traffic Safety, for the period of October 1, 2023 to September 30, 2024 in the amount of \$150,000.
3. Authorize the Chair and Chief Clerk execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

7. Status Report on Projects and Closure of Select Projects [2023-419](#)

Sponsors: Finance

Approve the closure of the projects and release appropriations per attached document.

8. Bonding Project Prioritization [2023-414](#)

Sponsors: Policy & Planning

Support the 2024 bonding requests in the priority order as follows:

1. Rice Creek Commons (\$25 million)
2. Park at RiversEdge (\$20 million)
3. Aldrich Arena & Community Event Center (\$12.835 million)
4. Saint Paul-Ramsey County Public Health Facility (\$10.5 million)
5. Rice Creek North Regional Trail (\$5 million)
6. Youth Detention Facility (\$16 million)

9. Agreement with WEX for Flexible Spending Accounts Reimbursement and Health Savings Account Services [2023-377](#)

Sponsors: Human Resources

1. Approve the Agreement with WEX Health Inc., 82 Hopmeadow Street, Suite 220, Simsbury, CT 06089 to administer Reimbursement and Health Savings Account

Services for the period of September 27, 2023 through December 31, 2026 with the option for two one-year renewals.

2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreements and 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.

POLICY ITEM

10. Presentation: Environmental Services Center

[2023-423](#)

Sponsors: Public Health

None. For information and discussion only.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:30 a.m. (est.) Board workshop: Strategic Team Committee of the Whole - Procurement and Contracting Transformation - Council Chambers, Courthouse Room 300

Advance Notice:

October 10, 2023 County board meeting – Council Chambers

October 17, 2023 County board meeting – Council Chambers

October 24, 2023 County board meeting – Council Chambers

October 31, 2023 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: 2023-273

Meeting Date: 10/3/2023

Sponsor: County Manager's Office

Title

Agenda of October 3, 2023 is Presented for Approval

Recommendation

Approve the agenda of October 3, 2023.



Board of Commissioners

Request for Board Action

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

Item Number: 2023-289

Meeting Date: 10/3/2023

Sponsor: County Manager's Office

Title

Minutes from September 26, 2023 are Presented for Approval

Recommendation

Approve the September 26, 2023 Minutes.

Attachments

1. September 26, 2023 Minutes

Board of Commissioners Minutes

September 26, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Frethem, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present were Ryan O'Connor, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Present: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong
Absent: McGuire

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner Reinhardt.

1. Agenda of September 26, 2023 is Presented for Approval [2023-272](#)

Sponsors: County Manager's Office

Approve the agenda of September 26, 2023.

Motion by Moran, seconded by Xiong. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: McGuire

2. Minutes from September 19, 2023 are Presented for Approval [2023-288](#)

Sponsors: County Manager's Office

Approve the September 19, 2023 Minutes.

Motion by Ortega, seconded by Frethem. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: McGuire

PROCLAMATION

3. Proclamation: Hispanic Heritage Month [2023-411](#)

Sponsors: Human Resources

Presented by Commissioner Xiong.

ADMINISTRATIVE ITEMS

4. Heating, Ventilation and Air Conditioning Systems Replacement for Ramsey [2023-369](#)

County Radio Sites

Sponsors: Emergency Communications, Safety and Justice

1. Approved the use of the 800 MHz Radio Fund Balance to replace two radio sites heating, ventilation and air conditioning systems at the approximate cost of \$400,000.
2. Authorize the County Manager to establish Emergency Communications Heating, Ventilation, and Air Condition Radio Sites project account.

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: McGuire

Resolution: B2023-158

5. Naming Rights Agreement for the Fieldhouse at TCO Sports Garden with City & County Credit Union [2023-412](#)

Sponsors: Parks & Recreation

1. Approve the Naming Rights Agreement with City & County Credit Union, 144 11th Street East, Saint Paul, MN 55101, for naming rights for the Fieldhouse at TCO Sports Garden for the period upon execution to November 1, 2032.
2. Authorize the County Manager to account for the Naming Rights project as a project budget within Parks and Recreation.
3. Authorize the Chair and Chief Clerk to execute the agreement.
4. Authorize the County Manager to enter into agreements and execute change orders and amendments to agreements in accordance with the county's procurements policies and procedures, provided sufficient funding is available for the project.

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: McGuire

Resolution: B2023-159

7. Personnel Complement Increase in Social Services [2023-399](#)

Sponsors: Social Services

Approve an increase in the personnel complement of the Social Service Department by 1.0 Full Time Equivalent Certified Peer Recovery Specialist position and 1.0 Full Time Intern position for the duration of the grant.

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: McGuire

Resolution: B2023-160

8. Joint Powers Agreement with the City of Saint Paul for the Minnesota Department of Public Safety Justice Assistance Grant [2023-409](#)

Sponsors: Social Services

1. Approve the Joint Powers Agreement with the city of Saint Paul, 367 Grove Street, Saint Paul, MN, 55101, for the Minnesota Department of Public Safety Justice Assistance Grant, for the period of May 1, 2023, through May 31, 2024.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong
Absent: McGuire
Resolution: B2023-161

9. Acceptance of Legislative Public Safety Aid Funds for Public Safety Programs and Initiatives [2023-396](#)

Sponsors: Safety and Justice, County Attorney's Office, Sheriff's Office

1. Accept the Legislative Public Safety Aid funds for Public Safety Programs and Initiatives in the amount of \$6,029,000.
2. Approve the use of \$6,029,000 Public Safety Aid for the following public safety programs and initiatives from December 2023 through December 2027:
 - \$2,059,000 for Bail Reform
 - \$1,770,000 for Non-Fatal Shooting Initiative
 - \$1,600,000 for Adult Detention Center Phone Access and Fee Elimination
 - \$600,000 for Sheriff's Office Employee Assistance Program
3. Authorize the County Manager to account for the Public Safety Aid as a project in the Office of Safety and Justice budget.
4. Authorize the County Manager to enter into agreements and execute amendments to the agreement in accordance with the county's procurement policies and procedures, provide the amounts are within the limits of available funding.
5. Approve an increase in the personnel complement of the Office of Safety and Justice by 3.0 Full Time Equivalent for the duration of the funding.

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong
Absent: McGuire
Resolution: B2023-162

10. Insurance Benefit Terms in Collective Bargaining Agreements with Teamsters 320 Bargaining Units for the Year 2024 [2023-432](#)

Sponsors: Human Resources

1. Approve the negotiated terms for insurance benefits in the collective bargaining agreements with Teamster 320 Bargaining Units for Year 2024:
 - Teamsters Local 320 - Correctional Officers I & II
 - Teamsters Local 320 - Correctional Officers III
 - Teamsters Local 320 - Probation Officers
2. Authorize the Chair and the County Manager to execute the agreements to incorporate negotiated terms for insurance benefits into the 2022-2024 collective bargaining agreements.

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong
Absent: McGuire
Resolution: B2023-163

6. Grant Award from the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration for Grants for the Benefit of Homeless Individuals [2023-417](#)

Sponsors: Public Health

1. Ratify the submittal of the grant application to the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration for

- grants for the benefit of justice involved and homeless individuals for the period September 30, 2023 through September 29, 2028 in the amount of \$2,499,795.
2. Authorize the County Manager to accept a grant award from the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration for grants for the benefit of justice involved and homeless individuals, for the period of September 30, 2023 through September 29, 2028 in the amount of \$2,499,795.
 3. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by Reinhardt, seconded by Xiong. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: McGuire

Resolution: B2023-164

POLICY ITEM

11. Presentation: District Energy Clean Energy Program/Green Hydrogen Project [2023-245](#)

Sponsors: Property Management

None. For information and discussion only.

Presented by Property Management and District Energy St. Paul. Discussion can be found on archived video.

12. Ground Lease Agreement with District Energy St. Paul, Inc. [2023-241](#)

Sponsors: Property Management

1. Approve the ground lease agreement with District Energy St. Paul, Inc., 76 Kellogg Boulevard West, Saint Paul, MN 55102, for use of 35,974 square feet of land at 50 Kellogg Boulevard West, Saint Paul, MN 55102, for the period of October 1, 2023 through September 30, 2024, in the amount of \$11,290 per month.
2. Authorize the Chair and Chief Clerk to execute the lease agreement.
3. Authorize the County Manager to execute lease amendments to renew the lease at negotiated rates, with the same general terms and conditions.

Motion by Ortega, seconded by Moran. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: McGuire

Resolution: B2023-165

13. Certification of the Maximum Tax Levy for the Proposed 2024 Property Tax Notices [2023-413](#)

Sponsors: Finance

Approve the proposed maximum tax levy to finance the 2024 budget in the amount of \$378,034,546. The breakdown between General County and Library levy is as follows:

General County	\$361,443,332
Library	<u>\$16,591,214</u>
Total	\$378,034,546

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: McGuire

Resolution: B2023-166

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Martinson declared the meeting adjourned at 10:25 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes § 13D.05, subd. 3(a), the Ramsey County Board met in a closed meeting, which was not open to the public.

Re: County Manager Performance Evaluation

The Closed Meeting was called to order at 1:35 p.m. with the following members present: Commissioners Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present: Annie Porbeni, Chief Human Resources Officer; Ryan O'Connor, County Manager; and Mee Cheng, Chief Clerk.

No action taken.

The closed meeting was adjourned at 3:07 p.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2023-424

Meeting Date: 10/3/2023

Sponsor: Social Services

Title

Proclamation: Licensed Family Child Care Provider Recognition Day

Attachments

1. Proclamation

Proclamation

WHEREAS, Children are one of our greatest resources and strengths; and

WHEREAS, Ramsey County is committed to the nurturing of children; and

WHEREAS, Licensed Family Child Care Providers, who are essential workers provide a safe and healthy environment that fosters the physical, intellectual, emotional and social development of children; and

WHEREAS, Ramsey County has nearly 260 licensed family childcare providers caring for children; and

WHEREAS, Licensed Family Child Care Providers will be honored for the 46th Annual Recognition on October 12, 2023; and

WHEREAS, Eleven providers will receive five year awards; six providers will receive ten year awards; five providers will receive fifteen year awards; four providers will receive twenty year awards; eight providers will receive twenty-five year awards; seven providers will receive thirty year awards; and

WHEREAS, Susan Basta will receive thirty five year awards; Carolyn Collins and Jane Klimek will receive thirty year awards; Now, Therefore, Be It

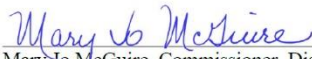
PROCLAIMED, The Ramsey County Board of Commissioners declares October 12, 2023 as Licensed Family Child Care Provider Recognition Day in Ramsey County.




Trista Martinson, Board Chair, District 3



Nicole Frethem, Commissioner, District 1




Mary Jo McGuire, Commissioner, District 2



Rena Moran, Commissioner, District 4



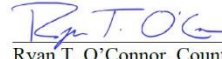
Rafael Ortega, Commissioner, District 5



Mai Chong Xiong, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Ryan T. O'Connor, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2023-422

Meeting Date: 10/3/2023

Sponsor: Property Tax, Records & Election Services

Title

Sale of a Tax-forfeited Property Located at 735 Margaret Street to the Housing and Redevelopment Authority of the County of Ramsey, Minnesota

Recommendation

1. Approve the sale of the tax-forfeited property located at 735 Margaret Street (32-29-22-11-0017) to the Housing and Redevelopment Authority of the County of Ramsey, Minnesota for \$88,750, plus maintenance costs and recording fees, with a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements in a manner consistent with local regulations and requirements as approved by the County Attorney's Office.

Background and Rationale

The Community and Economic Development (CED) department, on behalf of the Ramsey County Housing and Redevelopment Authority (HRA) requests to acquire the tax-forfeited property located at 735 Margaret Street for a price less than its market value. The property is a residential single-family home. The County Assessor's Office has determined the market value to be \$355,000. The property was rehabbed by the department of Property Tax, Records and Elections Services' (PTRES) Productive Properties Division in collaboration with Workforce Solutions and Goodwill Easter Seals. The HRA has partnered with Twin Cities Habitat for Humanity to sell the rehabbed home to a first-generation homebuyer. The subsequent sale to a first-generation homebuyer is expected to take place within 2023, which meets expectations as set in Ramsey County Administrative Code, section 4.57.60.b.1.

Minnesota Statutes, section 282.01, subdivision 1a (d) allows the county board to sell tax-forfeited land for less than its market value to a government subdivision of the state if it believes that a reduced price will lead to the development of affordable housing. The government subdivision must document its specific plans for developing affordable housing and the specific law or laws that empower it to acquire real property in furtherance of the plans.

PTRES has reviewed the specific plans and authorizations required by statute and recommends that the property be sold to the HRA. A Memorandum of Understanding between Ramsey County and the HRA is in place to enforce a deed restriction and/or declaration of restrictive covenant on the property requiring that it will only be sold to parties qualifying for affordable housing for the next seven years.

On August 20, 2019, the Ramsey County Board approved lowering the maximum threshold to qualify for the owner-occupied affordable housing discount from 115% of the area median household income (AMI) as adjusted for family size to 80% AMI. For this sale, a qualified purchaser is a first-generation homebuyer who continuously occupies and homesteads the property and whose household income does not exceed 80% at the time of application. CED will work with Twin Cities Habitat for Humanity to find eligible first-generation

homebuyers who have already qualified for Habitat's open market lending program, who additionally qualifies for Ramsey County's FirstHome down payment assistance program and/or other special credit programs, who is part of a household with five or more persons, and currently rents in Ramsey County. If multiple homebuyers are eligible and interested, then a homebuyer will be selected through random drawing. Since the development will be for affordable housing the recommended sale price at 25% of the market value or \$88,750, plus maintenance costs and recording fees, is consistent with the Ramsey County Board policy describing the terms under which it will sell property for less than market value for affordable housing.

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

Residents of Ramsey County experience large racial disparities in homeownership. According to Ramsey County's 2022 Community Indicators, approximately 69% of non-Hispanic White households own a home, 47% of Asian households, 41% of Hispanic/Latino households, 38% of American Indian households and 20% of Black/African American households. The gap between White households and Black/African American households is 49 percentage points and is a main contributor to the racial wealth gap. In addition, renters, who are more likely to be racially/ethnically diverse, are also more likely to be cost-burdened by their housing costs.

Wealth creation initiatives, like connecting the 735 Margaret Street property to an eligible first-generation homebuyer and down payment assistance, is one tool to help undo these disparities. CED tracks borrowers by race and ethnicity and aims to increase the number of diverse borrowers. Additional investments in the housing supply of owner-occupied units are needed to further reduce these disparities.

Community Participation Level and Impact

PTRES informed the HRA about the property; HRA passed a resolution to acquire the property for the purpose of removing blight or creating affordable housing.

☒ Inform☐ Consult☐ Involve☐ Collaborate☐ Empower**Fiscal Impact**

Revenue from sales of tax-forfeited property is deposited into the Tax Forfeited Land Sale Fund. Net proceeds from this sale in the Fund, after paying administration costs and assessments, are distributed 40% to the county, 40% to the Saint Paul Public School District 625 and 20% to the city of Saint Paul on an annual basis.

Last Previous Action

On August 15, 2023, the Ramsey County Housing and Redevelopment Authority passed a resolution to acquire the property for the purpose of creating affordable housing (H2023-012).

On July 11, 2023, the Ramsey County Housing and Redevelopment Authority placed the tax-forfeited property on hold for the subsequent sale to a first-generation homebuyer (H2023-009).

On August 20, 2019, the Ramsey County Board lowered the maximum qualifying threshold for the owner-occupied affordable housing discount from 115% of the area median household income as adjusted for family size to 80% AMI. The Ramsey Board also provided that the income qualification requirements will terminate in the case of foreclosure or foreclosure related activity (Resolution B2019-202).

Attachments

1. Resolution No. H2023-012, Housing and Redevelopment Authority, Ramsey County, Minnesota, Dated August 15, 2023
2. Memorandum of Understanding between the HRA and PTRES

3. Map of property

Housing and Redevelopment Authority Resolution

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

H2023-012

Sponsor: Community & Economic Development

Meeting Date: 8/15/2023

Title: Purchase of 735 Margaret Street for Affordable Homeownership

File Number: 2023-361

Background and Rationale:

The Community and Economic Development (CED) department requests to acquire the tax-forfeited property located at 735 Margaret Street in Saint Paul, Minnesota for 25% of the assessed market value as allowed by state statute. The appraised value is currently \$355,000. The property was rehabbed by Property Tax Records and Elections Services' (PTRES) Productive Properties Division in collaboration with Workforce Solutions and Goodwill Easter Seals. CED, on behalf of the Housing Redevelopment Authority (HRA), will sell the rehabbed home to a first-generation homebuyer in partnership with Twin Cities Habitat for Humanity. The subsequent sale to a first-generation homebuyer is expected to occur within 2023, which meets expectations as set in Section 4.57.60.b.1. of Ramsey County's Administrative Code.

Minnesota Statutes, section 282.01, subdivision 1a (d), allows Ramsey County to sell tax-forfeited properties for less than its market value to a government subdivision of the state if it believes that the reduced price will lead to the development of affordable housing. The government subdivision must document its specific plans for developing affordable housing and the specific law or laws that empower it to acquire property in furtherance of the plans.

On August 20, 2019, the Ramsey County Board of Commissioners approved lowering the maximum threshold to qualify for the owner-occupied affordable housing discount from 115% of the area median household income (AMI) as adjusted per family size to 80% AMI. For this sale, a qualified purchaser is a first-generation homebuyer who continuously occupies and homesteads the property and whose household income does not exceed 80% at the time of application. CED will work with Twin Cities Habitat for Humanity to find eligible first-generation homebuyers who have already qualified for Habitat's open market lending program, who additionally qualifies for Ramsey County's FirstHome down payment assistance program and/or other special credit programs, who is part of a household with five or more persons, and currently rents in Ramsey County. If multiple homebuyers are eligible and interested, then a homebuyer will be selected through random drawing.

Recommendation:

The Ramsey County Housing and Redevelopment Authority resolved to:

1. Approve the Memorandum of Understanding for the purchase of the tax-forfeited home located at 735 Margaret Street (32-29-22-11-0017) by Ramsey County Housing and Redevelopment Authority for \$88,750, plus maintenance and recording costs, with a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements in a manner consistent with local regulations and requirements as approved by the County Attorney's Office.

A motion to approve was made by Commissioner Martinson, seconded by Commissioner Reinhardt.

Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 

Mee Cheng, Chief Clerk - County Board

Memorandum of Understanding

This Memorandum of Understanding (“Memorandum”) is made and entered by and between the Housing and Redevelopment Authority of the County of Ramsey, Minnesota (the “HRA”), and the County of Ramsey (“County” or “Ramsey County”).

Recitals

WHEREAS, the HRA wishes to purchase a tax-forfeited property located in the city of Saint Paul, PIN: 32-29-22-11-0017 (the “Property”), also known as 735 Margaret Street, for less than its market value for the purpose of developing affordable housing; and

WHEREAS, the HRA can purchase the Property for less than market value only if the Property will be used for the development of affordable housing; and

WHEREAS, the County is willing to accommodate the HRA’s request to purchase the Property on the terms and conditions contained in this Memorandum.

NOW THEREFORE, in consideration of the recitals, and other good and valuable consideration, and intending to be legally bound, the HRA and County agree as follows:

1. The HRA has provided to the County its specific plans for developing affordable housing on the Property and the specific law or laws that empower it to acquire the Property in furtherance of those plans.
2. The County has served as the developer of the Property.
3. The County Assessor has determined that the Property has a current market value of \$355,000. In consideration of the Property’s use for affordable housing, the County will sell the Property to the HRA for 25% of its market value, which is \$88,750 plus maintenance costs and recording fees.
4. The HRA agrees to sell or otherwise convey the Property for affordable housing to only a “qualified homebuyer”, which is defined as a buyer agreeing to continuously occupy and homestead the Property and whose household income does not exceed 80% of the area median income as adjusted for family size. Income qualification must only be satisfied at time of the written application by the qualified homebuyer.
5. Any resale of the Property by the initial qualified homebuyer during the seven (7) years after the purchase of the Property by the initial qualified homebuyer must be to another qualified homebuyer.
6. The HRA will place a Declaration of Conditions and Restrictions of record to assure compliance with sections 4 and 5 of this Memorandum. The HRA shall


require in its purchase agreement with the qualified homebuyer that if the qualified homebuyer fails to maintain the Property as the homebuyer's homestead as set forth in Section 4 above, the qualified homebuyer is liable for a pro-rated share of the Property's discounted market value paid by the qualified homebuyer to be repaid to the County. The HRA will either enforce the Declaration or the terms of its purchase agreement with the qualified homebuyer. Ramsey County has no obligation to enforce the Declaration.

7. The income qualification requirements set forth in Section 4, as well as the Declaration described in Section 6 and accompanying provisions to recapture benefits will terminate upon occurrence of any of the following events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD or to a conventional mortgage lender.
8. The County will continue to provide law and snow maintenance on the Property until the HRA conveys the Property to the qualified homebuyer. The County will pay all utilities for the Property until the HRA conveys the Property to the qualified homebuyer.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the HRA and County have executed this Memorandum by its authorized representatives as of the last date written below ("Effective Date").

**RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

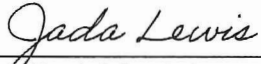
By: 
Mai Chong Xiong, Chair
HRA Board of Commissioners

Date: 8/21/2023


Approval recommended:

By: 
Kari Collins, Director
Community and Economic
Development Department


Approved as to form:


Civil Division Director
Date: July 28, 2023

COUNTY OF RAMSEY


By: 
Trista MatasCastillo, Chair
Board of County Commissioners

Date: 8/21/2023

By: 
Mee Cheng, Chief Clerk
Board of County Commissioners

Date: 8/21/2023

Approval recommended:

By: 
Tracy West
County Auditor/Treasurer

Approved as to form:


Assistant County Attorney
Date: July 28, 2023

This instrument was drafted by:
Ramsey County Property Tax, Records & Election
Services, Productive Properties
90 Plato Blvd. W.
St. Paul, MN 55107



Board of Commissioners

Request for Board Action

Item Number: 2023-393

Meeting Date: 10/3/2023

Sponsor: Emergency Communications

Title

Emergency Communications Dispatch Center Remodel

Recommendation

1. Approve the use of \$800,000 from the Emergency Communications Center Equipment Fund Balance to remodel the Emergency Communications Dispatch Center.
2. Authorize the County Manager to establish Emergency Communications Dispatch Center Remodel as a project account in the Emergency Communications Center budget.
3. Authorize the County Manager to enter into agreements and execute amendments to the agreements in accordance with the county's procurement policies and procedures, provide the amounts are within the limits of available funding.

Background and Rationale

The approved 2019-20 Capital Improvement Program authorized \$980,000 to remodel the Emergency Communications Dispatch Center. The cost for the remodeling the Dispatch Center has increase by \$800,000 due to supply chain issues and inflationary cost. The estimated new total to complete the remodel is \$1,780,000. The Director of Emergency Communications recommends using \$800,000 from the Emergency Communications Equipment Fund Balance to cover the additional cost. Emergency Communications is requesting board approval to use additional funds from the equipment fund balance for the remodel.

The current floor plan at the Emergency Communications Dispatch Center was designed in 2005 when the facility was constructed and has not changed significantly in 18 years. The current remodel is necessary to replace aging workstations and to accommodate changes to call handling processes that have evolved since the center opened in 2007. The remodel was originally scheduled to occur in the fall of 2020 but was delayed due to the worldwide pandemic and civil unrest. The remodel will update the network wiring, include a new rubberized flooring, noise reduction panels, add an additional seven workstations (increasing from 33 to 40) to account for anticipated growth, and modernize the dispatch furniture with a focus on the ergonomics during the 12+ hour work shifts. The additional costs are inclusive of a temporary relocation plan during the remodel to assure continuity in dispatch services with no interruptions. The Ramsey County Dispatch Policy Board is aware of the cost increase and no objections where noted. The Dispatch Center remodeling project is scheduled for early 2024.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☐ Opportunity

☒ Accountability

Racial Equity Impact

There is no direct racial equity impact linked with this board request. The Alternative Response Initiative (ARI) is rooted in the remodel design. This new design embeds the social services members within the dispatch center which allows for ease of collaboration and operation of ARI. Diversifying response teams allows for a fuller understanding of residents needs and increases the ability to best respond and resolve the issues faced daily. The Dispatch Center remodel will enhance the county's capabilities to response and support all residents

of the county.

Community Participation Level and Impact

The community was consulted through the development and growth of ARI on dispatch needs. These insights were considered in the design of the new dispatch center. This action is to inform the community of an update to the emergency communications system.

☒ Inform ☒ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The dispatch fund balance was established to cover the costs of capital improvement upgrades to dispatch center systems and is funded by 60% levy contribution and 40% city contribution as outlined in the Computer Aided Dispatch Joint Power Agreements. As of September 1, 2023, the dispatch fund balance is \$4,058,730 and will fully cover the additional \$800,000 request. The new estimated project total is \$1,780,000.

Last Previous Action

On December 21, 2021, the Ramsey County Board approved the 2022-27 Capital Improvement Program Plan and 2022-23 Capital Improvement Program Budget and Financing (Resolution B2021-295).

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2023-398

Meeting Date: 10/3/2023

Sponsor: Sheriff's Office

Title

Grant Award from the Minnesota Department of Public Safety for Driving While Impaired and Traffic Safety Enforcement

Recommendation

1. Ratify the submittal of the grant application to Minnesota Department of Public Safety, Office of Traffic Safety in the amount of \$150,000 for Driving While Impaired and Traffic Safety Enforcement.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Public Safety, Office of Traffic Safety, for the period of October 1, 2023 to September 30, 2024 in the amount of \$150,000.
3. Authorize the Chair and Chief Clerk execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

On August 10, 2023, the Ramsey County Sheriff's Office was awarded a grant from the Minnesota Department of Public Safety, Office of Traffic Safety, in the amount of \$150,000. This is the second grant award for Driving While Impaired and Traffic Safety Enforcement for the Ramsey County Sheriff's Office and represents a 20% increase from last year.

The Minnesota Department of Public Safety, Office of Traffic Safety, promotes the safety of public roadways. The National Highway Traffic Safety Administration provides federal funding to the Department of Public Safety to implement Minnesota's highway safety program to reduce traffic crashes and the deaths, injuries, and property damage resulting from those crashes. To that end, the Office of Traffic Safety is funding grants to law enforcement agencies for full-time Driving While Impaired/Traffic Safety Officers.

From 2018 to 2022, Ramsey County had an average 146 traffic fatalities and serious injuries crashes per year, with 38 related to speed, 35 related to alcohol, 13 related to nonuse of seatbelts, and 11 related to distracted driving. Ramsey County is the second highest county in the state for fatalities and serious injuries behind Hennepin County.

The funding provided by this grant is for salary, benefits, and overtime for one Full-Time Equivalent (FTE) Deputy Sheriff. The Deputy Sheriff will work the peak nights and times when data indicates impaired driving is most likely to occur. While primarily seeking to detect and interdict impaired drivers, the Deputy Sheriff will also focus on the dangerous driving behaviors of speeding, distracted driving, and occupant protection.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☐ Opportunity

☒ Accountability

Racial Equity Impact

All residents of Ramsey County face risks of injury and property damage because of impaired and distracted driving. As the most racially diverse county in Minnesota, communities within Ramsey County face these risks together. This request for board action helps to provide security to all the residents by reducing traffic crashes, deaths, injuries, and property damage related to impaired driving.

Community Participation Level and Impact

As part of the statewide grant application process, the Minnesota Department of Public Safety established Community Grant Advisory Boards. Community members reviewed all grant applications and made funding recommendations to the Commissioner of Public Safety.

☒ Inform ☒ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

This grant provides funding for an existing 1.0 FTE Deputy Sheriff previously funded under this grant for the period of October 1, 2023 through September 30, 2024 in the amount of \$150,000. Any additional overages will be covered by the Contract Communities. Grant funding is expected to continue into future years.

Last Previous Action

On October 25, 2022, the Ramsey County Board of Commissioners approved a grant agreement with the Minnesota Department of Public Safety for the period of October 1, 2022 to September 30, 2023 and approved an increase in the personnel complement of the Sheriff's Office by 1.0 Full-Time Equivalent Deputy Sheriff (Resolution B2022-240).

Attachments

1. Grant Agreement - Traffic Safety



Grant Contract Agreement

Page 1 of 2

Minnesota Department of Public Safety (“State”) Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101	Grant Program: 2024 NHTSA: DWI / Traffic Safety Officer Grant Contract Agreement No.: A-OFFICR24-2024-RAMSEYSO-013
Grantee: Ramsey County Sheriff’s Office 425 Grove Street Saint Paul, MN 55101-2418	Grant Contract Agreement Term: Effective Date: 10/01/2023 Expiration Date: 09/30/2024
Grantee’s Authorized Representative: Gabriel Exman, Grant Manager 425 Grove Street Saint Paul, MN 55101-2418 (651)266-9313 Gabriel.exman@co.ramsey.mn.us	Grant Contract Agreement Amount: Original Agreement \$ 150,000.00 Matching Requirement \$ 0.00
State’s Authorized Representative: Duane Siedschlag, Impaired Driving Program Coordinator 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101 (651)221-7078 Duane.siedschlag@state.mn.us	Federal Funding: CFDA/ALN: 20.600 & 20.608 FAIN: 69A37523300004020MNO & 69A37523300001640MNA State Funding: N/A Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2024 NHTSA: DWI / Traffic Safety Officer Application [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 620, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2024 NHTSA: DWI / Traffic Safety Officer Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-OFFICR24-2024-RAMSEYSD-013 / 3000089504

Project No.24-03-03

2. GRANTEE

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

Signed: _____

Print Name: Trista Martinson

Title: Ramsey County Board Chair

Date: _____

Signed: Bob Fletcher

Print Name: Bob Fletcher

Title: Ramsey County Sheriff

Date: 08/23/2023

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Signed: _____

Print Name: Mee Chang

Title: Chief Clerk - County Board

Date: _____

Approved as to form

Signed: _____

Print Name: Jada Lewis

Title: Civil Division Director

Date: _____

Organization: Ramsey County Sheriff's Department

A-OFFICR24-2024-RAMSEYSD-013

Budget Summary

Budget				
Budget Category	State Reimbursement	Local Match		
Salary				
Fringe (Overtime)	\$2,780.77	\$0.00		
Fringe (Straight Time)	\$42,362.23	\$0.00		
Salary (Overtime)	\$14,724.60	\$0.00		
Salary (Straight Time)	\$90,132.40	\$0.00		
Total	\$150,000.00	\$0.00		
Operating Expenses				
Administrative Overhead	\$0.00	\$0.00		
Equipment & Uniforms	\$0.00	\$0.00		
Patrol Vehicle Purchase & Maint.	\$0.00	\$0.00		
Training	\$0.00	\$0.00		
Vehicle Mileage	\$0.00	\$0.00		
Total	\$0.00	\$0.00		
Total	\$150,000.00	\$0.00		

Board of Commissioners

Request for Board Action

Item Number: 2023-419

Meeting Date: 10/3/2023

Sponsor: Finance

Title

Status Report on Projects and Closure of Select Projects

Recommendation

Approve the closure of the projects and release appropriations per attached document.

Background and Rationale

Finance is committed to increasing transparency and providing additional information to the Ramsey Board and county leadership. As part of this effort, the Finance department worked with the Service Team Controllers to review open projects. Projects are a way that the county can account for an initiative separately from the regular operating budget. This is commonly used for things such as specific studies, litigation, time limited initiatives and capital efforts. Funds in projects carry over from one fiscal year to the next until there is action to close the project.

When the need for projects is recognized by Ramsey County staff, the project is presented to the Ramsey County Board for approval. Once approved, funds are set aside in a project, and remain within the project beyond the end of the fiscal year until the project is complete, and funds are exhausted, or staff recognize the project is complete and the balance of the funds are not required. When projects are complete, the remaining appropriations are closed to the fund(s) that supported the effort.

Finance, along with the Service Team Controllers, conducted a thorough review of all projects as of the end of 2022 and is bringing forward a list of projects and recommendations for closure of 19 projects with a release of nearly \$685,000. If approved by the Ramsey County Board, the projects will be closed, and the appropriations released to the fund where they were originally funded. Funds will be reported in the 2023 year-end financial reports and can be authorized for use at the Ramsey County Board's discretion.

To provide visibility and transparency to the Ramsey County Board and the public, Finance brings a report to the board annually for informational purposes. Attached is the 2022 year end Ramsey County project report.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

Releasing the project appropriations allows the County to repurpose funds to strategically support the mission and vision of Ramsey County. Not only does this new process allow the county to repurpose funds for community needs, but it also gives a clearer picture of available resources overall.

Community Participation Level and Impact

Community is involved in many ways in the various projects that are listed on the attachments. This specific action does not have community involvement.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

This action will return \$684,906 back to the various funds listed on the attached list. This will be reflected in the 2023-year end close and adds to the fund balance in each fund.

General Fund Total	\$ 20,203
Information Technology Project Fund	\$ 320,230
Work Force Solutions Fund	\$ 1,217
Recorders Technology Fund	\$ 62,597
City/School Project Fund	\$ 280,659
TOTAL	\$ 684,906

Last Previous Action

None.

Attachments

1. Project list with requested closures noted
2. Update information on open projects

Projects to Close

Economic Growth and Community Investment

Project number	Project Description	Status Update	Remaining Balance
P062116	PW Signal Systems	All signals have been updated and are integrated into the operating system.	58,831.04
P062173	ITP Library Self-Checkout	The Library's self checkout project was funded from 2018 unexpended Library appropriations and funding approved for the Library by the Technology Governance Committee. The equipment was ordered and majority has been installed in 2022. Remaining equipment was installed in 2023 upon completion of renovation at the library in Maplewood.	207,510.20
P062176	IPR Res 1st Career Lab	WFS was able to serve residents with in person Career Lab service and bridge CARES funding cliff until the department could re-calibrate career services staffing post pandemic. This project ensured that in person services were not interrupted at a critical time of need for residents, particularly those BIPOC residents who needed more in person supports. At this time state Careerforce location was still closed. The career labs are currently within the operating budget.	-
P070024	LIB MI MnLink Gateway Server	Set up the Ramsey County library as a MNLINK gateway server sight.	-
P070025	JT MI Mpls Honeywell Disl Wkr	WFS and City of Minneapolis to assist dislocated workers from Honeywell.	-
P070061	PK PH MOU SHIP Grant	A bike and pedestrian master plan was completed as a result of this project.	20,202.78
P070100	WFS Move out of 2nd St NSP	WFS successfully stopped its lease of the North Saint Paul offices and relocated WFS administration and other staff to downtown. This was the first of a multi-step effort for WFS to shrink it's footprint during and after the pandemic and reduce operating costs.	180.52
P070104	PRK Ice Deck Flooring	This funding provided the resources to install new flooring that can be utilized over the ice at Aldrich to accommodate use for non-ice events.	0.01
P070105	WS GenZ Project	This was a partnership to support northeast metro suburban school districts, White Bear Lake, North Saint Paul/Maplewood/Oakdale and Roseville to implement their GenZ manufacturing internship. Through a Department of Labor Youth Skill Partnership Grant they were able to support over 20 students to have hands on experiences in manufacturing. The school districts and business associations partnered on this and asked WFS to provide administrative services to pay the interns through our existing processes.	1,036.81
Total for EGCI Service Team			287,761.36

Health and Wellness

Project number	Project Description	Status Update	Remaining Balance
P062061	PH-Electronic Health Records	The funds for this have been transferred to P062084.	-
P070027	CHS MI Regions Contracts	Consulting services for Region's contracts.	-
Total for Health and Wellness Service Team			-

Information and Public Records

Project number	Project Description	Status Update	Remaining Balance
P061035	PTRES Torrens Conversion Proj	Contracting with an employment agency to provide workers to convert from manual Torrens to an automated system.	-
P070054	PTRES Manatron Property Tax Sy	The County Board approved the Manatron Property Tax System on October 28, 2008. The Board authorized the County Manager to account for the project for calendar years 2008 to 2011 as a project budget to be financed from the Recorder's Technology Fund. 2008-331.	62,596.73
P070059	Redistricting Project	Ongoing in the operating budget every other year, funded by billing cities and School Districts.	280,659.05
Total for Information and Public Records Service Team			343,255.78

Strategic Team

Project number	Project Description	Status Update	Remaining Balance
P062110	CM RC Online Communications	We have upgraded our online communications with these project funds. The work is complete.	-
P062130	HR Riskmaster Replace	The hosted system has been complete for worker's comp reporting.	-
P062145	CW-Board Docs Mgmt	Upgrade and/or replacement of agendanet. The replacement has been completed with Legistar.	52,900.50
P062152	FIN-Employee Expense & Reimb.	Implementation of the employee expense module for staff to report their expenses.	988.72
P062161	IPR HR as a Strategic Partner	Performance Management rollout.	-
Total for Strategic Team			53,889.22

* Note: These projects are funded through a variety of funding sources, for example, general fund or solid waste fund.

Project Update

Economic Growth and Community Investment

Project number	Project Description	Status Update	Remaining Balance
P061073	PRMG Comm Corr Consolidated Pr	Renovation of Metro Square office project nearly completed, punchlist and final invoices pending.	184,864.84
P062117	PW Asset Mgmt System	Fleet, Property Management have gone live. Working on Parks and Public Works. Also working on ASPEN Interfaces	491,051.01
P062157	PRK Construction Proj Mgmt	Project has gone live but work is still being done to build out functionality. We expect the project to be substantially complete by the end of 2023.	365,076.60
P062178	ITP Parks Reservation	Civic Rec Reservation system is installed and in use. We are continuing the work to interface with Aspen.	49,125.29
P062198	ITP CW EGCI Reservation System	Enterprise Admin Services, in collaboration with Property Management, needs a solution for managing and taking reservations around Ramsey County. The solution will accommodate county-wide reservations for drop-in centers, conference rooms, hoteling and room reservation for resident-facing services.	17,580.50
P063003	WFS Bus Workforce Incl-Conting	Background - WFS existing Levy dedication. WFS is collaborating with Community and Economic Development to support the county's strategic priority on Economic Competitiveness and Inclusion. Investment in human capital is critical as a more inclusive economy is reimagined. Racial disparities in employment, educational attainment, income and housing currently hold Ramsey County residents back. Full participation by all residents will create wealth, expand the talent pool and increase well-being. The Economic Competitiveness and Inclusion (ECI) Plan provides a road map to workforce inclusion that propels our county's ability to ensure that all residents have access to economic opportunity and wealth building resources. Through these efforts, WFS is uniquely positioned to support Ramsey County businesses. WFS' new Business Workforce Inclusion Project will be an additional resource to collaborate with CED on the ECI Plan, and support businesses in their efforts to attract and retain a more inclusive workforce and meet the talent needs.	87,458.33
P070045	PH One Thousand Benches	Ongoing Active Living bench program	362,412.94
P070064	PRK Harding Arena Improvements	Used for non-routine maintenance on arenas for Parks.	234,097.93
P070077	PK Biff Adams Arena Improve	Used for non-routine maintenance on arenas for Parks.	149,720.00
P070078	WS BSU JobConnect	Resolution B2018-326; RBA B2018-469 and supports 1 FTE focusing one efforts to increase the workforce and contracting inclusion efforts, particularly in EGCI departments.	66,343.05
P070085	PK White Bear Arena Improv	Used for non-routine maintenance on arenas for Parks.	123,071.32
P070088	PRMG Riverfront Deconstruction	Old soil has been removed. Continuing to advance RiversEdge vision and address on-going maintenance of the site.	415,843.79
P070089	HRA Economic Gardening	Yearly ongoing effort with businesses called CEO Next.	88,405.08
P070098	PRK Aldrich Arena Improvements	Used for non-routine maintenance on arenas for Parks.	821.02
P070106	PRK Oscar Johnson Arena Imp	Used for non-routine maintenance on arenas for Parks.	50,000.00
P070107	PRK Shoreview Arena Improve	Used for non-routine maintenance on arenas for Parks.	44,408.90
P070110	PRK Pleasant Arena Improvement	Used for non-routine maintenance on arenas for Parks.	20,000.00
P070111	PRMG - Ponds Due Diligence	Working with the City of Maplewood on the sale or development of the former Ponds golf course.	47,445.96
P070112	PRMG RCCF Parcel Due Diligence	Working with the City of Maplewood on the sale or development.	33,201.88
P070114	PRMG BTT Due Diligence	Assessing next steps on the property use and/or disposition of Boys Totem Town.	314,011.88

P070115	FIN COVID for Homelessness	Main Homeless Shelter project since 1/1/21. Operated Several Shelters and Hotel sites to house the Homeless during COVID-19. All Shelters closed on 6/22/22. This project kept emergency shelters operational during the height of the COVID pandemic. It provided shelter, food, and wrap-around services to unsheltered residents. Existing shelters were required to depopulate congregate space to maintain social distance requirements, resulting in the need for emergency COVID space. This project provided refuge for those who would have otherwise been forced into the streets as existing shelters reduced capacity to comply with the Centers for Disease Control's (CDC) social distance guidelines. (Note, 2021 Budget Only)	260,342.34
P070117	CED Boys Totem Town	Assessing next steps with Property Management on the property use and/or disposition of Boys Totem Town.	75,000.00
P070118	CED Maplewood Properties	Working with the City of Maplewood on the sales or development of the former Ponds golf course.	125,000.00
P070119	CED Riverfront Redevelopment	Work with Park at RiversEdge is continuing. Initiation of design set to commence in Fall 2023.	485,412.27
P070121	HSD St Paul Housing Trust Fund	Project supports a joint powers agreement with the City of St. Paul, through which Interfaith Action's project home family shelter is funded.	803,244.00
P070512	GMWC Exec Director Project	Greater Metro Workforce Council was a regional effort. We were the fiscal agent and the council was dissolved.	403,635.82
P070522	WFS Gift Card Inventory	Project used to tracking inventory for Support Service Cards use in multiple WFS Grants.	136,400.00
P070523	CED GMHF - NOAH Phase II	CED anticipates a full distribution to Greater Minnesota Housing Fund (GMHF) later this year. GMHF is continuing to finalize the close out of their second phase of their NOAH Fund with other external partners and financial institutions. The fund assists in the preservation of naturally occurring affordable housing projects.	350,000.00
P070524	WFS NextGen	The NextGen study with Mathematica and Goodwill Easter Seals is still active.	1,170,898.87
Total for EGCI Service Team			6,954,873.62

Health and Wellness

Project number	Project Description	Status Update	Remaining Balance
P061070	CHS SNAP Bonus FAS	Bonus earned due to low error in SNAP eligibility work. Used for employee development and community engagement.	93,728.24
P061072	LOR Facility Improvement	Window project started in 2017, 4 houses complete. Remaining 4 houses to complete, target to finish in 2022.	82,725.95
P062076	CW ERP Systems Long-Term Maint	County-wide ERP systems long-term maintenance.	199,576.13
P062084	HS Expan of DSS for BHS	This project was to create electronic health records, NEXTGEN for Health & Wellness.	-
P062150	CC-Probation Info Sys CSTS	The 1st of 3 web-based case management modules went live. The other 2 modules delayed by vendor to address technical issues with usability. Module 2 is expected to go live in late fall of 2022. Project estimate closure December 2023.	498,978.15
P062153	PH-SOS Sexual Violence Svcs	This project has been either terminated or the intent of this project has been rolled into another project. These funds should be released in Feb. 2023.	21,911.00
P062162	H&W Org Readiness	Reviewing Health and Wellness business systems and make recommendations with ROIG.	24,309.19
P062170	ITP HWAD Safety Net Services	This is for the discovery phase of the modernization safety net services discovery, blue print and roadmap for Health & Wellness.	-
P062179	ITP Coord Entry Database	This project is funding the discovery phase for housing stability on a homeless assessment.	33,450.00
P062180	ITP Cust Relationship Mngmt	This project is funding the discovery phase for SOS program at Health and Wellness.	118,913.97
P062181	ITP JDC Camera	Project is on track. Phase 1 Installation and configuration in process. Phase 2 and project estimate closure 6/30/2023.	93,020.85
P062183	ITP NextGen Upgrade	This project is funding the NextGen program within Health & Wellness. Implementation is underway.	113,006.25
P062184	ITP Care Center Tech Roadmap	This project is funding the discovery phase for technology at the Care Center and LOR.	16,335.50
P062187	ITP Human Services Mod	This is for the discovery phase of human services modernization.	2,317,795.84
P062190	ITP Azure Commercial Cloud	This project is to fund the Azure commercial cloud program.	28,457.25
P062194	ITP LOR Technology	Project is for the discovery phase of streamlining work.	29,332.00
P062200	ITP NextGen Upgrade II	Resolution B2021-294. Upgrade for NextGen to impact all residential and behavioral health programs.	132,450.00

P070079	PH Leadership Environm Steward	This grant program is available for internal county departments. The last joint project was with Property Mgmt to conduct a solar feasibility study in 2020 which will include possibly intergrating solar more braodly in the County's energy mix.	397,626.37
P070080	PH Public Entity Reduce/Recycl	This project funding is available for cities should they need to purchase city owned recycling carts. The most recent grant was with the City of Lauderdale in Feb. 2022, cities are on different schedules for recycling vendor contracts and the need for carts hences the pauses in the activity of this project.	1,220,955.11
P070097	CHS DHS Child Protection	Added additional CP workers to the project to spend down the surplus. Plan is to spend down by end of 2025 to be current.	6,192,246.78
P070506	CHS ICWA Aid	Excess ICWA costs moved into operating budget for a \$0 balance as of 5/31/23. All additional excess spending will be moved to the operating budget at the end of each quarter.	-
P070508	CHS Health Care Compliance	Paid for legal services geared toward establishing a process of abiding by all legal, professional, and ethical compliance standards in healthcare; Transferred to the Compliance & Ethics Office in 2020.	611,911.22
Total for Health and Wellness Service Team			12,226,729.80

Information and Public Records

Project number	Project Description	Status Update	Remaining Balance
P062076	CW ERP Systems Long-Term Maint	County-wide ERP systems long-term maintenance.	199,576.13
P062126	IS - EDMS Program	This project is for ongoing for electronic document management systems, for example Laserfiche.	86,492.61
P062128	IS TASS Replacement	TASS has been implemented in the 24/7 facilities for time reporting.	77,164.10
P062135	IS Accessible Public Data	This project was for the implementation of Socrata to report information on our website.	0.00
P062144	IPR Modernization	Funds will be spent in IPR modernization projects such as tax and ECRM.	(0.00)
P062146	CW-Ent. Cashiering & Rec.	Project to support the enterprise receipting/cashiering system. Implementation is underway.	1,764,267.02
P062147	IPR-Tax Solution Modernization	Tax Solutions approved on resolution 2018-069.	316,101.70
P062155	CW Enterprise Ticketing	This project is funding the Cherwell Enterprise Ticketing program within the IPR service team. Implementation is underway.	25,132.51
P062156	CW Enterprise Modernization	On-going funds the R1 program support.	(0.00)
P062164	ITP Overhaul of RC Websites	Mid-life websites overhaul. The implementation is underway.	31,824.15
P062165	ITP Adobe Sign eSignature	This project is to install the adobe sign program for eSignature. Implementation is underway.	87,241.65
P062166	ITP Phone and Video	Vendor is onsite completing installations of phones to be completed by end of week 7/29/2022. Visitation kiosk set up to be completed by August 15.	71.00
P062168	ITP Unified Service Delivery	This project is to fund the unified service delivery techology. Implementation is underway.	308,302.94
P062172	IPR Residents First Comp Reg	Project on hold, remaining balance may be reallocated to other projects.	352,111.75
P062175	IPR Res 1st Service Trans	The balance is held for gap funding for enterprise services.	522,317.24
P062182	ITP Large Technology Invest	This project is as a holding fund for future technology project. When a project is approved, these funds will be moved to an individual project.	4,904,175.00
P062185	ITP Laserfiche	Installation of the upgraded laserfiche program. Implementation is in progress.	738,800.00
P062186	ITP Flexible Work Impl	This project is funding the flexible work technology. Implementation is underway.	3,001.45
P062195	ITP Small Proj Coord	Project is being used in IS to coordinate the project requests. Implementation is underway.	143,995.00
P062197	ITP IPR Data Req Mgmt Tool	Data Request Management Tool to automate the intake and tracking of requests for public data. Resolution B2021-294.	125,129.00
P062199	ITP CW Prj Mgmt Software Soln	Explore options and gather business and solution requirements for an Enterprise-Wide Project Management Software Solution that will allow departments the flexibility to plan, execute, manage and report performance for projects utilizing proven and innovative practices across multiple project frameworks and disciplines to deliver and enhance the services provided to our residents.	29,298.55
P062200	ITP NextGen Upgrade II	Resolution B2021-294. Upgrade for NextGen to impact all residential and behavioral health programs.	132,450.00
P062201	ITP LOR Elec Health Record	Addition of NexGen Practice to the current Enterprise electronic health record for Lake Owasso Residence.	43,805.00

P062999	Technology Contingent Account	This project holds funds until reallocated by the governing committees to other projects.	439,146.28
P063001	IS VoIP UC	The VoIP implementation is near completion. Currently, we are waiting for the final CDW-G statement of work to complete.	2,720.14
P063004	IT Security	Upgrading of IT security systems which are currently being implemented. An additional security system is being reviewed.	182,962.49
P070035	PTRES City/School Elections	Ongoing in the operating budget every other year, funded by billing cities and School Districts.	78,390.59
P070058	PTRES Sub City/School Election	Ongoing in the operating budget every other year, funded by billing cities and School Districts.	237,346.44
P070059	Redistricting Project	Ongoing in the operating budget every other year, funded by billing cities and School Districts.	382,942.41
P070071	IPR Computer Equipment Replace	The project systematically replaces computer equipment within the recorder's office on a yearly basis.	-
P070072	IPR Permanent Document Imaging	This project provides for staff, temporary staff, and supplies to convert hard copy document or microfilm/microfiche into images.	1,121,566.65
P070076	PTRES Tax Forfeited 4R	Funds the 4R program, includes funding staff time, building repair and maintenance. Currently work is being completed on Margaret St.	2,070,774.91
P070096	IPR Voting System Replacement	Ongoing in the operating budget every other year, funded by billing cities and School Districts.	41,398.96
P070101	IPR System Upgrade Enhancement	This project is for upgrading any system within the recorder's office that needs upgrades. For example NCR payment processors and record ease.	1,088,539.86
P070102	PRTES Operational Efficiency	This project provides funding for staff, 2 in communications for the data portal, 4 related to the ERP team that supports record ease and other recording related systems and 2 from the recording office.	591,701.17
P070525	IPR Res 1st Parking & Trans	Funding to reimburse residents for transportation and parking costs incurred when in need of county assistance.	320,503.00
P070526	IPR R1 Downtown Service Center	Track expenses for the Residents First Program related to the Downtown Service Center. Resolution B2021-293.	511,985.29
P070527	IPR R1 Res Experience Design	The Resident Experience Planning Manager will launch, develop and facilitate Resident Experience Design concepts to support shared community power between Ramsey County departments and residents; to advance, center and prioritize Ramsey County residents identified needs and preferences in order to develop and customize Ramsey County's services and operations to fit the needs of Ramsey County's residents. Resolution B2021-293.	308,226.40
Total for Information and Public Records Service Team			17,269,461.39

Safety and Justice

Project number	Project Description	Status Update	Remaining Balance
P061067	CA TL Forfeited CLE Ed Funding	RCAO continually uses these funds for continuing legal education (CLE) per the Asst County Attorney bargaining agreement. Currently 34% still available for CLE.	62,855.15
P062075	CA EDMS Child Support	The project is for electronic case management. This is funded through savings each year and the project has been delayed due to COVID. Revised estimated end date is end of year 2024. 53% of project funds are still available and open.	1,171,964.44
P062134	SH Jail Mgmt System	Project was delayed during COVID and efforts are underway to resolve system integration efforts between the county and courts. Revised estimated end date is quarter one 2024. 38% of project funds are still available and open.	394,493.90
P062143	SHRF SECURITY ACCESS SYSTEM	Project was delayed during COVID and efforts are underway to resolve system integration efforts between the county and courts. Revised estimated end date end of year 2023. 6% of project funds are still available and open.	78,990.76
P062188	ITP ICAM	This is for the ICAM program. Implementation is underway.	1,080,554.44
P062196	ITP S&J ID System	The ARES system captures digital fingerprint images and submits them directly to the Criminal Justice Information System (CJIS) through Minnesota's Bureau of Criminal Apprehension (BCA). This system will streamline the Medical Examiner's identification process of deceased individuals. Resolution B2021-294.	19,501.25
Total for Safety and Justice Service Team			2,808,359.94

Strategic Team

Project number	Project Description	Status Update	Remaining Balance
P062169	ITP People Perf Management	This is for the discovery phase of the people performance management program.	1,290,972.36
P062189	ITP Damage Assessment Sys Proc	EMHS- Contracted with vendor (Crisis Track Software) through the procurement process to implement a common coordinated SaaS system that includes the ability for residents to self-report in order to accurately assess damages in accordance with FEMA rules following disasters of all types, including terrorism and natural disaster. Estimated end date Qtr. 1 2024. 59% of project funds are still available and open.	24,150.00
P062192	ITP Mobile Inmate Act Wel Sys	Funds to implement technology into the process of officers doing rounds and conducting inmate well-being checks. Utilized Codex Corp. Estimated end date year end 2023. 27% of project funds are still available and open.	133,295.28
P062193	ITP Reportng, Case, Policy Mgt	Project is being used in compliance to update reporting and policy management. Implementation is underway.	127,335.31
P063002	RC Transform Systems Together	TST is utilizing these funds for community obligation and/or grants that are taking longer due to community input to execute but have been 'promised'.	1,341,107.44
P070099	CM Countywide Leadership	Funds supported training for RC leadership. Spirit of Service employee appreciation was funded through this project.	35,748.46
P070116	FIN COVID Contingency	COVID contingency funds used to offset costs associated with COVID work	224,356.28
P070120	RCSO Minnesota State Fair	Project account to account for State Fair Contracted Law Enforcement and Security Services for 2021-2022.	37,572.73
P070502	CM Strategic Plan	Ongoing work to support the seven strategic priorities.	1,567,719.46
P070511	CM Immigration Wrap-Around	Funds cover fellow at ILCM, county resource for Afghan refugees.	20,669.22
Total for Strategic Team			4,802,926.54

* Note: These projects are funded through a variety of funding sources, for example, general fund or solid waste fund.

Board of Commissioners

Request for Board Action

Item Number: 2023-414

Meeting Date: 10/3/2023

Sponsor: Policy & Planning

Title

Bonding Project Prioritization

Recommendation

Support the 2024 bonding requests in the priority order as follows:

1. Rice Creek Commons (\$25 million)
2. Park at RiversEdge (\$20 million)
3. Aldrich Arena & Community Event Center (\$12.835 million)
4. Saint Paul-Ramsey County Public Health Facility (\$10.5 million)
5. Rice Creek North Regional Trail (\$5 million)
6. Youth Detention Facility (\$16 million)

Background and Rationale

The Minnesota Management and Budget Office (MMB) requires that local governments submit their bonding projects on or before June 16, 2023 in order to be considered for inclusion in the Governor's 2024 Capital Budget. Ramsey County submitted six projects for MMB's consideration. MMB also requires that the submitting authority prioritize their bonding proposals prior to October 13, 2023.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

The projects submitted represent a balance of ideas to address the economic development, housing, public health and community recreation needs of the county. Advancing equity was key to the creation of this list as we centered community needs and those most impacted by these investments. Rice Creek Commons will create economic prosperity, build an inclusive economy and develop an energy-forward community by providing much-needed housing at a variety of price points - including deeply affordable housing - and creating well-paying jobs. The resulting increase in the property tax base from Rice Creek Commons and the Park at RiversEdge is vital to creating more financial resources in an extremely developed county like Ramsey County. Aldrich arena is a true community resource used by many county residents. From our racially and ethnically diverse residents hosting community events like Latinx and Oromo concerts, international market nights or quinceneras, to high school graduations. It is a true multipurpose event center. Our public health facility currently serves community who have historically experienced marginalization. This investment will allow the county to offer services in a facility in community that's more accessible and centered on community needs. The transition of the Youth Detention Center to Maplewood will ensure a safer, more therapeutic environment for both youth and staff. This supports our strategic priority of putting well-being and community at the center of the justice system transformation. Additionally, the new site has ample free parking for staff and families, an amenity currently not available in downtown Saint Paul. All of these projects will boost and improve the well-being of residents across Ramsey County.

Community Participation Level and Impact

This action informs the public about the County Board's prioritization of its existing list of bonding proposals.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The 2024 omnibus bonding bill provides an opportunity for the state to partner on important projects and priorities for the region, and ultimately Ramsey County. There is a 50/50 match required of local governments, should projects be included in the bill. If awarded any money, any needed match would come through in a revised 2025 Capital Improvement Program.

Last Previous Action

On July 6, 2021, the Ramsey County Board of Commissioners supported the 2022 bonding request and priorities as follows: The Park at RiversEdge (\$26 million); Rice Street Revitalization (\$5 million); and Bruce Vento Trail Extension (\$3.5 million) (Resolution B2021-160).

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2023-377

Meeting Date: 10/3/2023

Sponsor: Human Resources

Title

Agreement with WEX for Flexible Spending Accounts Reimbursement and Health Savings Account Services

Recommendation

1. Approve the Agreement with WEX Health Inc., 82 Hopmeadow Street, Suite 220, Simsbury, CT 06089 to administer Reimbursement and Health Savings Account Services for the period of September 27, 2023 through December 31, 2026 with the option for two one-year renewals.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreements and execute amendments to the agreement in accordance with the county's procurement policies and procedures provided the amounts are within the limits of available funding.

Background and Rationale

Ramsey County has provided spending account services to employees since 1985 and relies on the services of an administrator for the collection and disbursement of contributions in accordance with Internal Revenue Service regulations. For 2024, proposed sponsored accounts include:

- a) Dependent Care Expense Account (DCEA) - Designed for reimbursement on a pretax basis of eligible work-related dependent care expenses. The DCEA has been offered since 1985;
- b) Health Care Flexible Spending Account (HC FSA) - Designed for reimbursement on a pretax basis of eligible health care expenses not covered by insurance. The HC FSA has been offered since 1989;
- c) The Transportation Expense Reimbursement Account (TERA) - Designed for reimbursement on a pretax basis of eligible work-related commuting expenses. The TERA has been offered since 2003;
- d) In 2024, administration of county and employee contributions to health savings accounts (HSA) who elect the High Deductible medical plan.

Approximately 1200 employees currently participate in at least one of the current spending account options.

Human Resources issued a competitive solicitation for the administration of spending account services beginning January 1, 2024 for up to five years as the previous contract expires December 31, 2023.

Solicitation goals included:

- Administrative quality
- Accuracy in claims processing, reimbursement and verification
- Excellent customer service
- Ability to provide spending account products at a competitive cost
- Minimize time and expense to the county to administer the plan
- Ability to provide no-cost/value-added services or enhancements

Below is a competitive solicitation summary:

Request for Proposals (RFP)	Cafeteria Plan Administrator
RFP Release Date	January 11, 2023
RFP Response Date	January 31, 2023
Contractors Notified	750
Respondents	ASI, Blue Cross Blue Shield, P&A Group, HealthPartners (incumbent), TASC, WEX, PayFlex
Proposal Evaluation Committee	Benefits Manager, Benefits Supervisor, Finance Deputy Director, Labor Relations Specialist, Sr. Business Analyst, Racial and Health Equity Administrator, Deloitte Consulting
RFP Evaluation Criteria	Background, Plan Administration, Implementation, Cost and Presentation
Contractor Recommended	WEX

Based on the evaluation committee's selection, which included Deloitte Consulting, Human Resources recommends WEX to administer the county's cafeteria plan program and health savings accounts.

WEX has selected for their rates including a five-year guarantee, customer service ratings, and flexibility with funding options and commuter plan enrollment changes. The current vendor, HealthPartners, does not offer health spending account services. WEX also has the ability to provide health spending account services and a health savings account loan program. WEX waives the HSA admin fee for accounts greater than \$3000. WEX offered a \$7500 implementation credit. WEX can also administer lifestyle accounts in the future if the county decides to add this service to support wellness programming. WEX demonstrated a commitment to the priority of diversity, equity and inclusion.

Rates 2024 (5-year rate guarantee provided)

2023 Administrative cost approximately: \$66,000 (does not include health savings account services)

2024 Estimated Administrative cost depending on enrollment, optional elections and including health savings account services:

Implementation fee	\$ 0
Dependent & Health Accounts	40000
Health Savings Accounts (HSA)	5000
Commuter Accounts	1000
Custom communication options - up to	6000
Data File Integration options - up to	2400
Online Account Integration options - up to	\$ 6000
Estimated Total	<u>\$ 60400</u>
Onboarding credit	<u>\$ (7500)</u>

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

Once approved, this action will further the county's efforts at providing a sustainable, long-term benefits strategy that recognizes cultural differences and supports employee well-being. The county's employee workforce currently reflects a population where 40% are identified as racially and ethnically diverse. Diversity continues as a critical component of a comprehensive and well-balanced benefits program.

Community Participation Level and Impact

This action is strictly operational and internal facing. The residents of Ramsey County do not participate in the evaluation of or decisions regarding the county's employee benefits program.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Sufficient funding is included in the proposed 2024-2025 County Manager's budget to fund this contract

Last Previous Action

On May 11, 2021, the Ramsey County Board authorized a contract with HealthPartners Administrators Inc. for flexible spending reimbursement (Resolution B2021-098).

Attachments

1. Professional Services Agreement with WEX

Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Human Resources, 121 7th Place East, Suite 4000, Saint Paul, MN 55101 ("County") and WEX Health Inc., 82 Hopmeadow Street, Suite 220, Simsbury, CT 06089, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from October 4, 2023 through December 31, 2026, and may be renewed for up to two (2) additional one year period(s).

The account administrative services will begin on January 1, 2024.

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 County agrees to purchase, and the Contractor agrees to furnish, services described in Attachment 2, The Scope of Reimbursement Account Administrative Services, and Attachment 3, The Scope of the Health Savings Account Administrative Services. Attachments 2 and 3 are attached and made a part of this agreement.

The Contractor shall provide all personnel, materials, software, and equipment necessary to assist the County in providing administrative services for the County's Health Care Flexible Spending Accounts (HC FSA), Dependent Care Expense Accounts (DCEA), Transportation Expense Reimbursement Accounts (TERA), and Health Savings Accounts (HSA), and shall maintain and administer the County's HC FSA and DCEA, TERA, and the HSA in accordance with the following requirements.

2.1.1 Services: The contractor shall provide, at minimum, the following services for HC FSA, DCEA, TERA and HSA:

A. Assist the County in managing the HC FSA, DCEA, TERA and HSA and maintain and administer the HC FSA, DCEA, TERA, and HSA by receiving bi-weekly payroll deductions, managing reimbursement requests from participant accounts and providing day-to-day oversight of system accessibility and issue resolution.

B. Provide quarterly year-to-date forfeiture reports for Ramsey County to review for accuracy prior to the Contractor finalizing the forfeiture amount.

C. Review and verify reimbursement claims for eligibility, accuracy and completeness based on applicable laws, the County's Cafeteria Plan provisions, and other criteria that may be established in advance by the successful proposer and the County.

- D. Generate reimbursement checks/direct deposits for participants at least once per week.
- E. Generate for each program participant HC FSA, DCEA and TERA account summaries prior to the end of the plan year that indicate any funds still available for reimbursement. These account summaries should be provided no later than thirty (30) days prior to the end of the plan year.
- F. Provide an account representative(s) to respond to County questions and requests concerning claims, complaints, laws, rules or regulations.
- G. Provide a toll-free customer service phone line for responding to employee questions.
- H. Provide a reimbursement request process that includes the ability to submit both electronic and paper reimbursement requests.
- I. In conjunction with the County, provide a welcome packet annually to participants, including the Summary Plan Description for the HC FSA, DCEA, TERA and HSA.
- J. Provide a website where participants can obtain all necessary forms, program information, and secure employee account information. Provide electronic access to County representatives of participant balances and claim payment totals.
- K. Maintain records of all pertinent reimbursement account data.
- L. Create and provide all necessary WEX standard forms and written program information for County employees enrolled in the HC FSA, DCEA, TERA, and HSA.
- M. Provide debit card services to include, but not be limited to: 1) set-up of eligible expenses in accordance with Ramsey County's HC FSA and DCEA plan specifications for electronic reimbursement of expenses; 2) provision of debit cards; and 3) any and all other related services necessary for the set-up and administration of HC FSA, DCEA and HSA debit card services.

2.1.2 Service Requirements

- A. All services must be provided in compliance with all current federal, state, and local laws or ordinances and all applicable rules, regulations, and standards as they relate to the maintenance and administration of flexible spending accounts and transportation expense reimbursement accounts. The Contractor must be authorized to provide flexible spending account program administration services in the State of Minnesota and agree to provide financial reports necessary to establish transparency in the administration of Ramsey County plan participant funds.
- B. Contractor shall inform the Benefits Unit of the Ramsey County Human Resources Department on an ongoing and timely basis of any changes in laws, ordinances, rules, regulations, or standards that may impact the HC FSA, DCEA, TERA, and HSA. The successful proposer must possess a robust data management system and online programs that can provide account enrollment processing, claims processing, employee reimbursement, account maintenance, employee reporting, employer reporting, discrimination testing, and storage of pertinent account data.

2.1.3 Information Data Security

- A. Due to interfaces and/or integrations with County systems and transmission and storage of private county employee data, Contractor and Contractor's information technology systems will

comply with the County's Hosting and/or Cloud Services Security Standards. The Hosting Security Exhibit is attached and made a part of this Agreement as Attachment 1.

B. Contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor shall provide a current copy of the attestation of compliance (AOC) and shall provide annually.

C. Contractor agrees to implement the necessary processes, and data sharing procedures and protections for auto substantiation of employee flex spending accounts following execution of any necessary data sharing agreements addressing the data exchange, protection of data and non-disclosure obligations. The Parties agree that any resulting data sharing agreements or non-disclosure agreements may be with the County and the County's contractors for employee benefits and flex spending accounts.

2.1.4 Additional Documents and Order of Governance: In the event of a conflict between the terms of the Contract documents, the order of precedence shall be:

1. This PSA
2. Attachment 1 – Hosting and/or Cloud Services Security Standards
3. Exhibit 1 – BAA
4. Attachment 2 – Reimbursement Account Administrative Services
5. Attachment 3 – Health Savings Account Administrative Services
6. Attachment 4 – Fee Schedule

2.2.

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.

2.3.

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

2.4.

The Contractor agrees to furnish the 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. Programmatic information is specific information needed based on the FSA program for the County.

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:
Rates are set forth in Attachment 4, which is attached and made a part of this Agreement.

5. Contracting for Equity

5.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is

achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

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

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

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

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

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

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

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

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

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

5.3. Equal Employment Opportunity and Civil Rights

5.3.1.

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

5.3.2.

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

5.3.3.

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:

5.3.3.1.

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

5.3.3.2.

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

5.3.3.3.

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.

5.4. Diverse Workforce Inclusion Resources

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

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

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

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

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

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

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

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

6.1.2.

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

6.2. Application for Payments

6.2.1.

The Contractor shall submit an invoice once a month.

6.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed. Any further services, such as County requested custom communication or add-ons, shall be invoiced only per mutual agreement.

6.2.3.

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.

6.2.4.

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.

6.2.5.

WEX reserves the right to charge a 1.5% finance fee on unpaid balances that are ninety (90) days or more past due. Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

6.2.6.

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.

6.3. 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.

6.4. Successors, Subcontracting and Assignment

6.4.1.

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.

6.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County unless to an affiliate or in connection with a change in control, merger, acquisition or sale of all or substantially all of the Contractor's assets and provided that the surviving entity has agreed to be bound by this Agreement and has notified Ramsey County in writing within thirty (30) days following the date of the assignment. Any such assignments may be subject to such reasonable conditions and provisions County may deem necessary. If consent is required, Ramsey County shall not unreasonably withhold or delay consent. The County reserves the right to termination of the Agreement in the event consent is not provided.

6.4.3.

The Contractor shall not enter into any subcontract solely and exclusively 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.

6.5. Compliance With Legal Requirements

6.5.1.

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.

6.5.2.

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.

6.6. Data Practices

6.6.1.

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.

6.6.2.

The Contractor designates Andy Doeden 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.

6.6.3.

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. Contractor maintains one or more backup copies of information for auditing, data management, and other related purposes. Contractor has determined that destruction of all copies of the information that it maintains is infeasible and shall continue to observe its confidentiality obligations under this Agreement.

6.7. Security

6.7.1.

The Contractor is required to comply with all Contractor Information Technology Security Policies as referenced in Attachment 1 Hosting Security Exhibit and Contractor's Security Package Offering Copyright 2022, a copy of which has been provided to the County. During the term of this Agreement, Contractor shall not degrade their Information Technology Security Policies or Contractor's Security Package Offering Copyright 2022 in any way to downgrade Information Technology Security.

6.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the 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 ten (10) business days after learning of such non-permitted use or disclosure that constitutes a breach under HIPAA or other applicable law or regulation. 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.

6.7.3.

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.

6.7.4.

Contractor will share its security practices via questionnaire response, SOC audit reports, certifications, white paper materials, and executive summaries upon County request. Contractor does not share actual policy documents, test results, or plans externally.

6.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County. Contractor retains exclusive ownership rights to and reserves the right to independently use its experience and know-how, including processes, ideas, concepts, techniques, and software acquired prior to or developed in the course of performing services under this Agreement. Employer shall not permit any information regarding the systems of WEX or its subcontractors to be disseminated, sold, assigned, leased or licensed to any third

party, nor otherwise used or commercially exploited in any way except as expressly set forth in this Agreement.

6.8. HIPAA Compliance

6.8.1.

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

6.8.2.

Because the Contractor's function or service, described in Section I, Scope of Services, will involve the disclosure of Protected Health Information (PHI) by the County, or the creation, use or disclosure of PHI by the Contractor on behalf of the County, the County (Covered Entity) is required to enter into a separate Business Associate Agreement (BAA) with the Contractor (Business Associate). The BAA ensures that the Contractor's performance under this contract (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, the Contractor agrees to the terms and conditions of the BAA, attached hereto and incorporated herein by reference as Exhibit 1, and the parties further agree that the electronic approval of this contract also constitutes approval of the BAA.

6.9. Indemnification and Limitation of Liability

6.9.1 Indemnification

Subject to the limitations stated in this Section 6.9, 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, to the extent arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement. 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.

6.9.2 Limitation of Liability

Contractor is liable only for:

Direct damages for bodily injury (including death) to the extent caused by Contractor's acts or omissions in the performance of this Agreement, provided however that in no event shall Contractor's liability associated with these damages exceed 4x the annual contract obligation amount under this Agreement for the twelve (12) months prior to the occurrence of the event giving rise to any such claims, actions, or suits.

Direct damages to real property and tangible personal property to the extent caused by Contractor's acts or omissions in the performance of this Agreement.

Direct damages for a privacy breach or security incident as described in this Agreement or a material breach of Attachment A (Hosting and/or Cloud Services and Security Standards) to the extent caused by Contractor's acts or omissions in the performance of this Agreement, provided however that in no event shall Contractor's liability exceed \$3,000,000.

Direct damages for any other claims, actions, or suits actual direct damages or loss to the extent caused by Contractor's acts or omissions in the performance of this Agreement, provided however that in no event shall Contractor's liability associated with these damages exceed the annual total paid or payable obligation of the County to Contractor under this Agreement.

No limitations referenced in this Section 6.9.2 shall apply to the extent caused by the contractor's gross or willful misconduct.

Items for Which Contractor is Not Liable:

- a. 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.
- b. The County's liability is governed by the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws.

6.10. Contractor's Insurance

6.10.1.

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.

6.10.2.

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.

6.10.3.

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, cyber liability of no less than \$5,000,000 per occurrence and in the aggregate.

6.10.3.1.

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.

6.10.4. Workers' Compensation

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

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

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

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

6.10.5.

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

6.10.6.

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

6.10.7.

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.

6.10.8.

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.

6.10.9.

Intentionally Omitted.

6.10.10.

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.

6.10.11.

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-.

6.10.12.

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.

6.10.13.

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.

6.10.14.

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

6.11. 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.

6.12. 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:

Amber Kempe, Ramsey County, 121 7th Place East, Suite 4000, Saint Paul, MN 55101

Contractor:

WEX Health, Inc., 1 Hancock Street, Portland, ME 04101, Attn: Legal

6.13. 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.

6.14. Setoff

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

6.15. 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.

6.16. 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.

6.17. 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.

6.18. 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.

6.19. Termination

6.19.1.

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.

6.19.2.

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, ten (10) 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 ten (10) day cure period, this Agreement shall terminate upon expiration of the cure period.

6.19.3.

The County may terminate this Agreement without cause upon giving at least sixty (60) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be

entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination. In the event the County exercises this termination option earlier than the initial three-year term of this Agreement, the County shall be responsible to remit the remainder of the payments for anticipated services through December 31, 2026.

6.20. Interpretation of Agreement; Venue

6.20.1.

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.

6.20.2.

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.

6.21. Warranty

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

6.22. Infringement

6.22.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation from or through Contractor for the performance of 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.

6.22.2.

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 provide for the removal of the enjoined product or services from use including software, licenses, materials, reports, documents, data, or documentation and refund any fees, as applicable, and any other costs paid by the County in conjunction with the use thereof.

6.23. 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.

6.24. 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.

6.25. 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.

Board of Commissioners

Request for Board Action

Item Number: 2023-423

Meeting Date: 10/3/2023

Sponsor: Public Health

Title

Presentation: Environmental Services Center

Recommendation

None. For information and discussion only.

Background and Rationale

Public Health staff will provide an update on the Environmental Service Center, which is part of the county's Enhancing Environmental Health Services Initiative. This initiative re-envisioned the county's system for managing household hazardous waste, with goals of creating a more accessible, welcoming, efficient and effective program. The county will be breaking ground on the Environmental Service Center this fall.

Attachments

1.Presentation



ENHANCING ENVIRONMENTAL HEALTH SERVICES

Environmental Service Center

Ramsey County Board of Commissioners Policy Update: October 3, 2023

Agenda

Presentation

- Sara Hollie, Director, Public Health
- Rae Eden Frank, Deputy Director, Public Health

Questions and Discussion

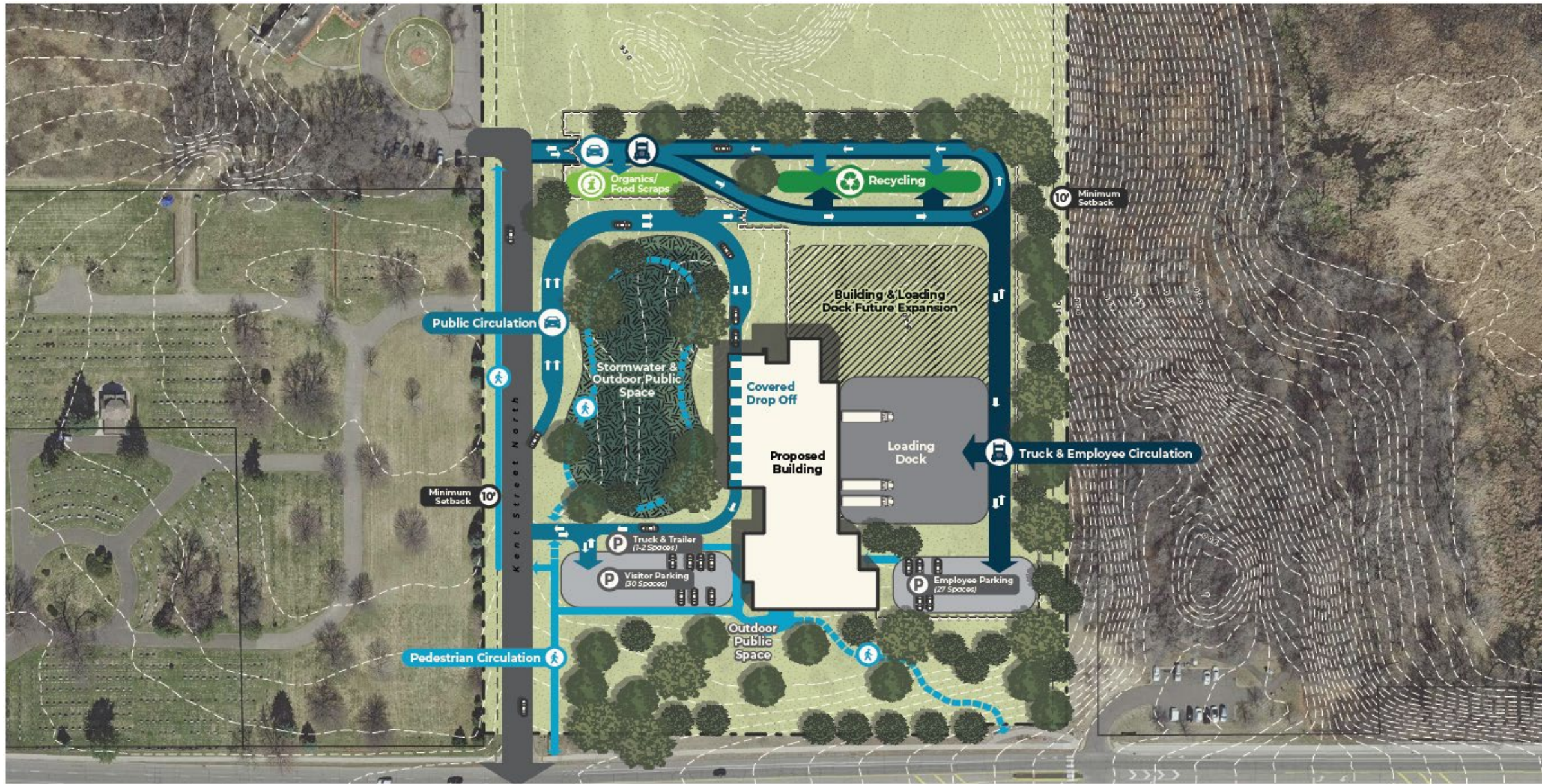
Introduction

Environmental Service Center



- Facility for the collection of recyclables, food scraps and household hazardous waste from residents.
- Permanent location for Fix-It Clinics.
- Free product reuse room where the community can find items like paint, automotive fluids and household cleaners.
- Space for community education programs.
- **To be located at 1700 Kent Street in Roseville.**







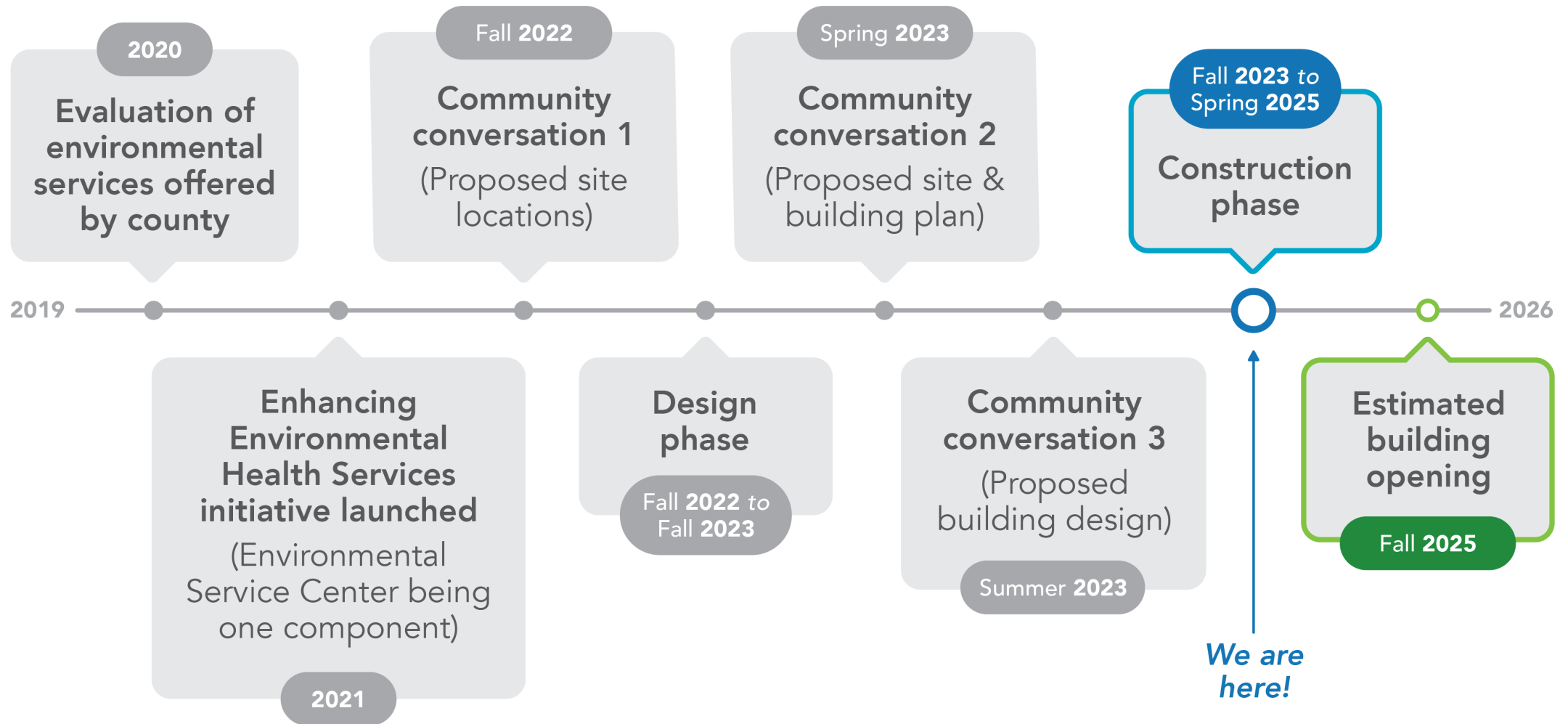






Flyover





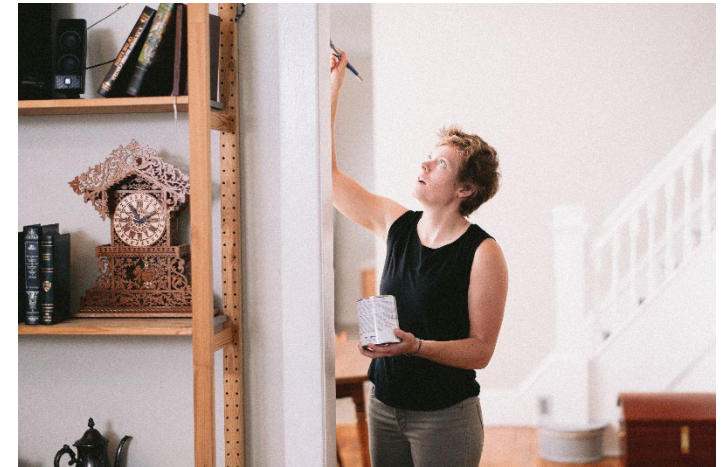
Timeline is subject to change.

Cost

- Total project cost for the Environmental Service Center is estimated to be \$29.7 million.
 - Just under \$700,000 spent to date.
- Funding source is the Solid Waste Fund, which is generated from the County Environmental Charge. The County Environmental Charge is a fee on trash collection services – you see this fee on your trash bill.
- There will be no increase to the County Environmental Charge because of this initiative.

What's Next?

- **Groundbreaking event on Tuesday, October 24 at 4pm at 1700 Kent Street. Please join us!**
- Construction set to be complete in early 2025, with facility opening later that year.





Questions?

www.ramseycounty.us/ESC