



# Board of Commissioners Agenda

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

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January 28, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

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## ROLL CALL

## PLEDGE OF ALLEGIANCE

## LAND ACKNOWLEDGEMENT

1. **Agenda of January 28, 2025 is Presented for Approval** [2024-542](#)

Sponsors: County Manager's Office

Approve the agenda of January 28, 2025.

2. **Minutes from January 21, 2025 are Presented for Approval** [2024-551](#)

Sponsors: County Manager's Office

Approve the January 21, 2025 Minutes.

## PROCLAMATION

3. **Proclamation: Meg Robertson Proclamation** [2025-032](#)

Sponsors: Library

## ADMINISTRATIVE ITEMS

4. **Agreement with Three+One Company Inc for Liquidity Monitoring and Treasury Analysis Services** [2024-511](#)

Sponsors: Finance

1. Approve the agreement with Three+One Company Inc, 180 Office Parkway, Pittsford, New York 14534 for cash analysis software for the period beginning February 1, 2025, through January 31, 2026 with an option for two one-year renewals, in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

5. **Project Budget and Financing Plan for Public Health Medical and Sanitation Updates at the Adult Detention Center** [2024-679](#)

Sponsors: Property Management

1. Accept and approve the project budget and financing plan for the Public Health Medical and Sanitation Updates project at the Adult Detention Center, in an amount up to \$591,614.
2. Authorize the County Manager to account for the Public Health Medical and Sanitation Updates project at the Adult Detention Center as a budgeted project in Property Management.
3. Authorize the County Manager to allocate up to \$591,614 from the Capital Improvement Program Fund Balance to the Project Budget and Financing Plan for the Public Health Medical and Sanitation Updates at the Adult Detention Center.

**6. Lease Agreement with City of New Brighton for Women, Infants, and Children Clinic Space** [2025-008](#)

Sponsors: Property Management, Public Health

1. Approve the lease agreement with the city of New Brighton, 803 Old Highway 8 Northwest, New Brighton, MN 55112, for 860 square feet of space at the New Brighton Community Center, 400 10th Street Northwest, New Brighton, MN 55112, for the period of May 1, 2025, through April 30, 2030, in accordance with the rates in the lease agreement.
2. Authorize the Chair and Chief Clerk to execute the lease agreement.

**7. Seventh Amendment to Office and Warehouse Space Lease Agreement with State of Minnesota Explore Minnesota Tourism for Lease Space in the Metro Square Building** [2025-010](#)

Sponsors: Property Management

1. Approve the seventh amendment to the lease agreement with state of Minnesota Explore Minnesota Tourism, 121 7th Place East, Suite 360, Saint Paul, MN 55101, for a reduction of 749 useable square feet of leased space in the Metro Square Building, 121 7th Place East, Saint Paul, MN 55101, for the period of February 1, 2025 through July 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

## PRESENTATION

**8. Presentation: Mental Health Outreach** [2025-026](#)

Sponsors: Social Services

None. For information and discussion only.

## LEGISLATIVE UPDATE

## COUNTY CONNECTIONS

## OUTSIDE BOARD AND COMMITTEE REPORTS

## BOARD CHAIR UPDATE

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**ADJOURNMENT**

Following County Board Meeting:

9:45 a.m. (est). Regional Railroad Authority Meeting, Council Chambers – Courthouse Room 300

Advance Notice:

February 04, 2025	County board meeting – Council Chambers
February 11, 2025	County board meeting – Council Chambers
February 18, 2025	County board meeting – Council Chambers
February 25, 2025	No county board meeting – Association of Minnesota Counties Legislative Conference



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2024-542

**Meeting Date:** 1/28/2025

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**Sponsor:** County Manager's Office

**Title**

Agenda of January 28, 2025 is Presented for Approval

**Recommendation**

Approve the agenda of January 28, 2025.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2024-551

**Meeting Date:** 1/28/2025

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**Sponsor:** County Manager's Office

**Title**

Minutes from January 21, 2025 are Presented for Approval

**Recommendation**

Approve the January 21, 2025 Minutes.

**Attachments**

1. January 21, 2025 Minutes.



# Board of Commissioners

## Minutes

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

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January 21, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

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The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Jebens-Singh, McGuire, Miller, Moran, and Chair Ortega. Commissioner Xiong missed roll call and approval of the administrative items arriving at 9:16 a.m. Also present were Ling Becker, County Manager and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office, joined the board meeting remotely.

### ROLL CALL

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

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

Presented by Commissioner McGuire.

1. Agenda of January 21, 2025 is Presented for Approval [2024-541](#)

Sponsors: County Manager's Office

Approve the agenda of January 21, 2025.

Motion by Moran, seconded by Miller. Motion passed.

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

2. Minutes from January 14, 2025 are Presented for Approval [2024-540](#)

Sponsors: County Manager's Office

Approve the January 14, 2025 Minutes.

Motion by Moran, seconded by McGuire. Motion passed.

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

### ADMINISTRATIVE ITEMS

3. Certification of Property Assessed Clean Energy Charges for Energy Improvements [2024-712](#)

Sponsors: Community & Economic Development

1. Request the County Auditor to extend the proposed special assessment plus interest on the following property:

Owner: Every Meal

Property Address: 2715 Patton Road, Roseville, MN 55113

PIN: 05-29-23-33-0008

Project Type: Solar energy improvements  
Assessment Request: \$380,292  
Interest Rate: 6.75%  
Interest Starts Accruing: 01/01/2026  
Finance Period: 15 years

Such assessments shall be payable in equal annual principal and interest installments extending over the term of the special assessment. The first of the installments shall be payable with general property taxes in 2026, and shall bear interest at the rates per annum and interest start date stated above, and to the first installment shall be added interest on the entire assessment from the interest start date until December 31 of the tax payable year to which the first installment will be extended, and to each subsequent installment, when due, shall be added interest for one year on all unpaid installments and to each installment shall also be added the special assessment administration fee required by Minnesota Statutes section 429.061, subdivision. 5.

2. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to extend the assessment for Every Meal on the property tax lists of the county.

Motion by McGuire, seconded by Miller. Motion passed.

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

Resolution: [B2025-022](#)

4. Allocate State Affordable Housing Aid for Housing Development Projects by Emerging and Diverse Developers

[2025-001](#)

Sponsors: Community & Economic Development

1. Approve the recommended project and funding amount for a housing development project selected in the Emerging and Diverse Developers Solicitation.
2. Authorize the County Manager to enter into the necessary loan or other agreements and execute amendments to loan or other agreements in a manner consistent with local regulations and requirements, in a form approved by the County Attorney's Office.

Motion by McGuire, seconded by Miller. Motion passed.

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

Resolution: [B2025-023](#)

## LEGISLATIVE UPDATE

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

## COUNTY CONNECTIONS

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

## OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

## BOARD CHAIR UPDATE

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

## ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:20 a.m.



# Board of Commissioners

## Request for Board Action

15 West Kellogg Blvd.  
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651-266-9200

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**Item Number:** 2025-032

**Meeting Date:** 1/28/2025

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**Sponsor:** Library

**Title**

Proclamation: Meg Robertson Proclamation

**Attachments**

1. Proclamation



# Proclamation

WHEREAS, Meg Lloyd Robertson has dedicated over 30 years of exemplary service to the Ramsey County Library since 1994, making a profound impact on the community and the lives of countless patrons; and

WHEREAS, Meg earned her Master of Library and Information Science from the University of Wisconsin—Madison in 1989 and has served as a library manager at New Brighton, Maplewood and Arden Hills; and

WHEREAS, Meg has been a champion for lifelong learning, literacy, children's services, readers' advisory, and community engagement programs, while also serving on various committees that reflect her dedication to enhancing library services; and

WHEREAS, Meg's commitment to efficient and equitable service is evident through her efforts in grant acquisition, including the Ramsey County Library Friends and Library Services Technology Act Grants, as well as her significant contributions to library outreach and resource allocation for Ramsey County residents; and

WHEREAS, Meg was instrumental in the success of major building renovation projects including the Maplewood Library renovation completed in 2007 and the transition from Arden Hills to New Brighton completed in 2011; and

WHEREAS, Meg played a pivotal role in library policy development, including the creation and revision of multiple important policies, such as the Visitor Conduct Policy, Library Use Policy, and Collection Management Policy, shaping the library's operational framework to create safe and welcoming spaces; and

WHEREAS, Meg has been instrumental in the development of library services to correctional facilities on a national level, and currently coordinates these services in partnership with Ramsey County Correctional Facility, showcasing her commitment to serving all members of the community; and

WHEREAS, Meg is described by direct reports and colleagues as an excellent supporter of staff who creates a positive work environment, with great listening skills, an enormous amount of empathy and a sprinkle of humor; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners recognizes and honors Meg Lloyd Robertson for her remarkable career, invaluable contributions to the community, and her unwavering dedication to public service, and wish her a fulfilling retirement filled with joy, growth, and new adventures.

  
Rafael Ortega, Board Chair, District 5

  
Tara Jebens-Singh, Commissioner, District 1

  
Mary Jo McGuire Commissioner, District 2

  
Rena Moran Commissioner, District 4

  
Mai Chong Xiong, Commissioner, District 6

  
Kelly Miller, Commissioner, District 7

  
Ling Becker, County Manager

# Board of Commissioners

## Request for Board Action

Item Number: 2024-511

Meeting Date: 1/28/2025

**Sponsor:** Finance

### Title

Agreement with Three+One Company Inc for Liquidity Monitoring and Treasury Analysis Services

### Recommendation

1. Approve the agreement with Three+One Company Inc, 180 Office Parkway, Pittsford, New York 14534 for cash analysis software for the period beginning February 1, 2025, through January 31, 2026 with an option for two one-year renewals, in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

### Background and Rationale

The Finance department currently lacks tools to conduct comprehensive liquidity analysis. To address this gap, Finance is planning to implement Three+One's software, CashVest. This innovative software offers detailed liquidity analysis, which will provide essential data to maximize financial resources through revenue generation or cost-saving opportunities.

CashVest will empower Finance staff with actionable insights into cash and liquidity management. These insights will help generate a list of savings and revenue enhancement recommendations. The resulting earnings and savings can be used to offset the cost of the software and increase revenue for the county.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

Entering into this agreement by itself does not have a measurable racial equity impact but Finance continues to review into where the county banks, how the county invests funds and even how the county issues debt to increase the diversity and make investments that build wealth in the community. The information and reports that the Finance department receives through Three+One will help inform this work.

### Community Participation Level and Impact

No community participation was engaged for the request for proposals or the selection of CashVest software.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

The estimated annual cost of this agreement is \$94,500. Finance has sufficient funding available in the approved 2025 operating budget and will include this cost in subsequent budgets if renewed. The total cost for the proposed three years with anticipated renewals is \$283,500. This is the first agreement Finance has had

for this service.

**Last Previous Action**

None.

**Attachments**

1. Professional Services Agreement



## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Finance, 121 7th Place East, Suite 4000, Saint Paul, MN 55101 ("County") and Three+One Company Inc, 180 Office Parkway, Pittsford, New York 14534, registered as a Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from February 01, 2025 through January 31, 2026 and may be renewed for up to two (2) additional one year period(s).

The full term of this agreement (including renewals) is 3 year(s), 0 month(s) and 0 day(s).

#### 1.1.1.

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

### 2. Scope of Service

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

#### 2.1.

The Contractor shall provide a cloud-base Software as a Service (SaaS) of its CashVest Tool consisting of subscription ('System') and related services as outlined in Attachment 1 – Three+One Master Agreement which is attached and made a part of this Agreement as Attachment 1.

#### 2.2.

Contractor and Contractor's System and Project will comply with requirements of the County's Hosting Security Exhibit which is attached and made a part of this Agreement as Exhibit 1.

In the event of a conflict between the terms of the Contract documents, the order of precedence shall be:

1. This PSA
2. Hosting Security Exhibit 1
3. Attachment 1 – Three+One Master Agreement

Additional professional services may be required on an as needed/as requested basis per the County. Contractor will not begin work until a Statement of Work (SOW) and Amendment to this Agreement are executed by the Contractor and the County.

#### 2.3.

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.

#### 2.4.

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.

**2.5.**

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

**3. 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 a not to exceed amount of \$ 94,500.00 over the life of the contract according to the agreed to rates.

**4.2.**

The County shall pay the Contractor the following unit rates:

Yearly rate - \$94,500.00 for all three years allowed for 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](mailto: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 as mutually agreed upon by Contractor and the County.

##### **6.2.2.**

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

##### **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.**

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 and subject to such conditions and provisions as the County may deem necessary.

**6.4.3.**

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

**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 Michael Ablowich 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. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

## **6.7. Security**

### **6.7.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

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

affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

**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.**

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans. For operations or facilities managed by third-party providers (e.g., Amazon Web Services, Google), the Contractor will provide available documentation, including SOC 2 or 3 reports, to address County concerns and ensure transparency. The Contractor and the County will collaborate to ensure that reviews are conducted efficiently and effectively, respecting operational constraints and security standards.

**6.7.5.**

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

**6.8. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any 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.

**6.9. Contractor's Insurance**

**6.9.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

**6.9.2.**

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

**6.9.3.**

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

**6.9.3.1.**

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

**6.9.4. Workers' Compensation**

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

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

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

**6.9.5.**

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

**6.9.6.**

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.

**6.9.7.**

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.

**6.9.8.**

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

professional liability and umbrella liability insurance required of the Contractor under this Agreement.

**6.9.9.**

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

**6.9.10.**

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

**6.9.11.**

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

**6.9.12.**

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

**6.9.13.**

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

**6.10. Audit**

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

**6.11. Notices**

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

**County:**

Jeanette Boit-Kania, Finance - Debt Management, 121 7th Place East, Suit3 4000, Saint Paul, MN 55101

**Contractor:**

Garrett MacDonald, Three+One Company, 180 Office Parkway, Pittsford, New York, 14534

### **6.12. Non-Conforming Services**

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

### **6.13. Setoff**

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

### **6.14. Conflict of Interest**

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

### **6.15. Respectful Workplace and Violence Prevention**

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

### **6.16. Force Majeure**

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

### **6.17. Unavailability of Funding - Termination**

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

## **6.18. Termination**

### **6.18.1.**

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

### **6.18.2.**

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

### **6.18.3.**

The County may terminate this Agreement without cause upon giving at least ninety (90) 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.

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

### **6.19.1.**

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

### **6.19.2.**

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

## **6.20. Warranty**

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

## **6.21. Infringement**

### **6.21.1.**

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or

other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

**6.21.2.**

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

**6.22. Debarment and Suspension**

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

**6.23. Alteration**

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

**6.24. Entire Agreement**

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

# ATTACHMENT 1



## I. Scope of Services:

The Entity is retaining three+one for cashVest<sup>®</sup> Liquidity & Treasury Analyses.

### A. Initial and ongoing cashVest liquidity analysis will:

- Provide liquidity management data that pinpoints the time value of the Entity's cash in the marketplace.
- Monitor, review, and report on all financial institution accounts for which data is received by three+one.
- Assist the Entity in preparing short-term cash management by providing stress tests/algorithmic simulations on all cash.
- Analyze the Entity's liquidity proficiency to continually prepare the Entity to earn and save the most possible without sacrificing safety or liquidity.
- Ensure appropriate and competitive pricing is being received from financial partners pertinent to the facilitation of cash management.
- Assist the Entity in garnering preferred deposit rates with its banking provider(s).
- Monitor and analyze the Entity's bank billing analysis statement(s).
- Clearly define next steps and recommendations to uncover new sources of value on identified strategic liquidity.
- Conduct a review of the Entity's Investment Policy Statement (IPS).
- Hold an interview (60 to 90 minutes in duration) with key staff members in order to understand back-office processes to aid in providing actionable recommendations.

### B. three+one's cashVest services provides the Entity with:

- View summary of all cash performance across all Entity banking relationships on one platform.
- Tailored rate analysis and strategic cash progress.
- Ability to compare investment yields and charts.
- Access to opportunity cost in the financial marketplace, providing transparency for the Entity to obtain competitively priced bank products.
- Ongoing benchmark rates in the market.

C. three+one would be provided the following data from the Entity:

- View only [inquiry] access to your online banking portal(s) where three+one will aggregate:
  - 12 months of bank statements via .PDF and/or .CSV format (dependent on the availability of transaction data from the bank portal).
  - 12 months of bank analysis statements in .PDF format.
  - All CD statement(s)/receipt(s), Local Government Investment Pool Statement(s), and all investment portfolio/brokerage statements(s).

**II. Privacy/Confidentiality**

three+one will not license, sell, rent, share, or trade client personal identifiable data with third parties without prior consent, unless required by applicable law or as necessary, in three+one’s sole discretion, to perform the Services. three+one may collect client personal identifiable data in conjunction for use of the Services. three+one may share client personal identifiable data with third parties to the extent necessary to provide the Services. The Entity and three+one will comply with all laws and regulations that apply to the collection, use, transmission, storage, and disclosure, or destruction of confidential information. Both the Entity and three+one agree to hold the other party’s information in strict confidence. Aggregated, anonymized data is used to enhance, add, and improve service offerings, and client outcomes in the financial marketplace. The Entity and three+one both agree to use all reasonable efforts to protect the unauthorized use or distribution of confidential information. three+one agrees to use the same degree of care to prevent disclosing any data to unauthorized third parties except such disclosure or access that will be permitted to perform the Services provided under this Agreement. The Entity may find any updated privacy statement for three+one on its website which is attached and made a part of this Cashvest services agreement as Exhibit A.

The Entity and three+one agree that the solutions provided to perform the Services are protected by U.S. copyright law and conventions. Both the Entity and three+one further agree that the technology used by them to carry out the Services, including liquidity data, models, graphics, trade secrets, distinctive tables, copyright, and other intellectual property, shall remain the property of three+one and be held as confidential by both parties. Both the Entity and three+one undertake not to use, copy, reproduce, alter or modify the contents or operation of any of these items need to perform and provide the Services and agree that neither they nor their employees, current or past, may reveal, market, hand over or sell any information related to the Agreement.

**III. Severability:**

With reasonable cause, either party reserves the right to cancel this Agreement without obligation by giving 30 days written notice to the other party of the intent to terminate after the first full calendar year of services.

#### IV. Financial Arrangements

The Entity agrees to pay a liquidity monitoring and reporting fee of \$250.00 annually per one million dollars of the Entity's most recently adopted property tax levy. three+one reserves the right to increase the fee by the CPI Adjustment on the agreement anniversary date.

#### V. Billing Installments

The first liquidity monitoring and reporting fee shall be due after the initial cashVest analysis is presented. Please select the cadence you would like to be invoiced:

- Monthly    - Quarterly    - **Annually**

Example: A \$378 million annual property tax levy (2024 published Ramsey County biennial budget) equates to \$94,500.00 annually, billed in monthly installments of \$7,875.00 or quarterly installments of \$23,625.00.

**If three+one does not show a 1 to 1 benefit through its cashVest initial analysis compared to the proposed annual fee for the Entity, the initial cashVest analysis will be provided at no cost with no further obligation.**

Quotes and pricing terms are negotiated and may be unique to the Entity. Therefore, and except as otherwise required by law, the Entity hereby agrees to keep confidential all pricing, quotes, and invoiced amounts received from three+one.

To ensure accurate processing of invoices, all invoices should be sent to the following designated Accounts Payable representative/group unless otherwise notified.

*Exhibit A*

**Three+one Privacy Policy**

**Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

**Definitions**

For the purposes of this Privacy Policy:

- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Company** (referred to as either “the Company”, “We”, “Us” or “Our” in this Agreement) refers to three+one, Inc., 180 Office Park Way, Pittsford, NY 14534.
- **Cookies** are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- **Country** refers to: New York, United States
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Personal Data** is any information that relates to an identified or identifiable individual.
- **Service** refers to the Website.
- **Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- **Website** refers to cashVest by three+one, accessible from <https://threeplusone.us>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

**Collecting and Using Your Personal Data**

**Types of Data Collected**

**Personal Data**

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- Usage Data

**Usage Data**

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device’s Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

### Tracking Technologies and Cookies

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyze Our Service. The technologies We use may include:

- **Cookies or Browser Cookies.** A cookie is a small file placed on Your Device. You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of our Service. Unless you have adjusted Your browser setting so that it will refuse Cookies, our Service may use Cookies.
- **Web Beacons.** Certain sections of our Service and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit the Company, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of a certain section and verifying system and server integrity).

Cookies can be “Persistent” or “Session” Cookies. Persistent Cookies remain on Your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close Your web browser. You can learn more about cookies on [TermsFeed website](#) article.

We use both Session and Persistent Cookies for the purposes set out below:

- **Necessary / Essential Cookies**

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

- **Cookies Policy / Notice Acceptance Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

- **Functionality Cookies**

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

For more information about the cookies we use and your choices regarding cookies, please visit our Cookies Policy or the Cookies section of our Privacy Policy.

## Use of Your Personal Data

The Company may use Personal Data for the following purposes:

- **To provide and maintain our Service**, including to monitor the usage of our Service.
- **To manage Your Account:** to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.
- **For the performance of a contract:** the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
- **To contact You:** To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application’s push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- **To provide You** with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.
- **To manage Your requests:** To attend and manage Your requests to Us.
- **For business transfers:** We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.
- **For other purposes:** We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

We may share Your personal information in the following situations:

- **With Service Providers:** We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.
- **For business transfers:** We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
- **With Affiliates:** We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- **With business partners:** We may share Your information with Our business partners to offer You certain products, services or promotions.
- **With other users:** when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.
- **With Your consent:** We may disclose Your personal information for any other purpose with Your consent.

## Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

### **Transfer of Your Personal Data**

Your information, including Personal Data, is processed at the Company’s operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction. Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

### **Delete Your Personal Data**

You have the right to delete or request that We assist in deleting the Personal Data that We have collected about You.

Our Service may give You the ability to delete certain information about You from within the Service.

You may update, amend, or delete Your information at any time by signing in to Your Account, if you have one, and visiting the account settings section that allows you to manage Your personal information. You may also contact Us to request access to, correct, or delete any personal information that You have provided to Us.

Please note, however, that We may need to retain certain information when we have a legal obligation or lawful basis to do so.

### **Disclosure of Your Personal Data**

#### **Business Transactions**

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

#### **Law enforcement**

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

#### **Other legal requirements**

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation
- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability
-

### **Security of Your Personal Data**

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

### **Children's Privacy**

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

### **Links to Other Websites**

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

### **Changes to this Privacy Policy**

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.



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

1. **Virtual Infrastructure/Cloud Services.** In addition to the Contractor responsibilities listed in the Professional Services Agreement, “the Agreement,” by and between the Parties, Contractor acknowledges and agrees to assume the following additional responsibilities:
  - 1.1. **Connectivity.** Contractor will provide the connectivity as described in in the Agreement.
  - 1.2. **Security.** Contractor will implement reasonable and appropriate systems and procedures sufficient to ensure the security and confidentiality of the County Data, as further specified herein. County Data is defined as the data described in the Data Practices section of this Professional Services Agreement.
  - 1.3. **SOC 3.** Contractor will provide the Services utilizing a SOC 3 compliant data center located in the continental United States. The Contractor will make available to the County a copy of such SOC 3 report and, upon the County’s request, written reports regarding such audits. In the event of any qualified statements in such reports that materially impact the County, the County may immediately terminate the Agreement for material breach without further period to cure.
  - 1.4. **Back-up Services.** Back-up services are provided by the Contractor’s serverless cloud providers. SOC 2 and 3 Reports will be provided upon request.
  - 1.5. **Anti-Virus Software.** Contractor will install and maintain industry standard anti-virus and anti-spyware software and all employee laptop devices. Anti-virus and anti-spyware software is included in the standard services agreements of the Contractors serverless cloud providers.
  - 1.6. **Fix Errors.** Contractor will use Contractor’s best efforts to promptly remedy any failure of the Services.
2. **Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).
3. **Monitoring Services.** Contractor will provide the following additional Services with respect to system monitoring:
  - 3.1. **Access.** Contractor will provide access to Contractor’s client portal.
  - 3.2. **Monitoring and Detection.** Monitoring and Detection services are provided by the Contractor’s serverless cloud providers. SOC 2 and 3 Reports will be provided upon request.
  - 3.3. **Initiation of Client Portal Tickets.** Unless stated otherwise, client portal tickets are initiated or escalated upon the County notifying the assigned relationship manager of issues with the cashVest portal.
4. **Operating System Patch Services.** Operating System Patch services are provided by the Contractor’s serverless cloud providers. SOC 2 and 3 Reports will be provided upon request.

- 5. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor's data privacy, security policies, client guide and/or Information Security Policy, and security procedures that apply to county data, which have been provided to the County and are herewith included herein by reference. Updates to data privacy and security policies will adhere to industry standards. Contractor will utilize the services of cloud providers that comply with the applicable U.S. laws and regulations concerning information security, the US-EU Privacy Shield Framework as established by the United States Department of Commerce. SOC 2 and 3 Reports of these providers will be provided upon request.
- 6. Security Program.** Security services are provided by the Contractor's serverless cloud providers. SOC 2 and 3 Reports will be provided upon request.
- 6.1.** All persons with authorized access to County Data must have a documented genuine need-to-know prior to access;
- 6.2.** Contractor warrants that the services and deliverables will not contain, and Contractor, its employees or Contractor's Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any service or deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.
- 7. Source Code Protection.** Contractor will have in place and will maintain an industry standard security program which protects Contractor's source code from a compromise by Contractor's subcontractors or any other third party.
- 8. Audit.** SOC 2 and 3 Reports will be provided upon request of the Contractor's cloud serverless providers.
- 9. Mobility and Transfer of Data.** No Confidential Information, CPI, CPM or County Data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, "thumb drives," DVDs, CDs, unless encrypted using an encryption methodology approved in writing by County. All electronic data transfers of County Data must be via secure FTP or other County approved protocol and/or in approved encrypted form.
- 10. Security Certification.** SOC 2 and 3 Reports will be provided upon request of the Contractor's cloud serverless providers.
- 11. Segmentation.** Contractor warrants that all County Data is maintained so as to preserve segmentation of County Data from data of others.
- 12. Controls.** SOC 2 and 3 Reports will be provided upon request of the Contractor's cloud serverless providers.

**13. Penetration Testing.** SOC 2 and 3 Reports will be provided upon request of the Contractor's cloud serverless providers.

**14. Security Policies.** Contractor's security policy is hosted via ControlMap (a cybersecurity compliance management software) and is made up of the following documents:

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

**15. Hosting Security Standards.** The hosting security standards for the Contractor or Contractor's Agent's data center(s) (the "Data Center") is included in and managed by the services agreement with Google and AWS. SOC 2 and 3 reports can be provided upon County request.

**16. Backup.** Backup services are provided by the Contractor's serverless cloud providers. SOC 2 and 3 Reports will be provided upon request.

**17. Disaster Recovery.** Contractor is serverless and will provide a copy of its Disaster Recovery and Business Continuity plan.

**18. County Data.** The Contractor shall provide the County with all County Data upon termination or at any earlier time in the format reasonably requested by the County at no additional cost to the County.

**19. Data Retention.** Contractor may continue to keep or maintain any County Data obtained in the course of performance of the Services so long as the Agreement and the relevant Service

Order or SOW remains in effect and such use shall not extend beyond the termination of the Agreement or the relevant Service Order.

## **20. Warranties.**

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

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

**20.3.** Contractor represents and warrants that all third party materials required to operate and fully utilize the Services or Deliverables will be fully disclosed to the County and are commercially available to the County and unless otherwise identified in a Service Order or SOW, no additional license fee or other costs will be incurred by County for use of the Services.

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**Item Number:** 2024-679

**Meeting Date:** 1/28/2025

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**Sponsor:** Property Management & Public Health & Sheriff's Office

**Title**

Project Budget and Financing Plan for Public Health Medical and Sanitation Updates at the Adult Detention Center

**Recommendation**

1. Accept and approve the project budget and financing plan for the Public Health Medical and Sanitation Updates project at the Adult Detention Center, in an amount up to \$591,614.
2. Authorize the County Manager to account for the Public Health Medical and Sanitation Updates project at the Adult Detention Center as a budgeted project in Property Management.
3. Authorize the County Manager to allocate up to \$591,614 from the Capital Improvement Program Fund Balance to the Project Budget and Financing Plan for the Public Health Medical and Sanitation Updates at the Adult Detention Center.

**Background and Rationale**

The Sheriff's Office operates the Adult Detention Center (ADC), commonly referred to as the Ramsey County jail, which is a 500-bed pre-trial facility providing safe and secure detention services to individuals following their arrest until a court disposition is reached. The ADC also houses individuals being held for probation or parole violations. While individuals are housed in the county's care and custody, a variety of services are provided, including educational programming, recreation time, mental health services, and medical and dental care.

The ADC is in its 20th year of continuous use and requires a series of critical updates to ensure that the facility is in working order, maintains safety and security standards, and is current with industry best practices. The medical and sanitation updates project will reduce the frequency of, and extent of damage from, plumbing backups in two housing units of the ADC, and will update medical equipment and medical workstations in the facility.

The scope of this project at the ADC includes: 1) redesign of workstations for medical staff, to improve privacy and layout; 2) update of exam rooms to replace worn out medical equipment and to replace privacy blinds; 3) controlled medications security; 4) update of dental exam room to replace worn out medical equipment and to replace privacy blinds; and 5) the addition of flush valve/control devices in two housing units, pods 3D and 5D.

The Sheriff's Office attended the Capital Improvement Project Capital Advisory Committee (CIPAC) meeting on June 6<sup>th</sup>, 2024 to present an initial financing plan in the amount of \$261,404 for the Public Health Medical and Sanitation Updates at the Adult Detention Center. Per Property Management recommendation, an additional \$90,000 was added to cover all costs, and the new ask then totaled \$351,404. Following CIPAC's recommendation, the County Manager reviewed and approved the off-cycle request. Thereafter, per an amended budget which includes all necessary plumbing replacements, the project budget was increased to an amount up to \$591,614, which will be drawn from the Capital Improvement Program (CIP) Fund Balance.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Once completed, this will strengthen the quality of medical and dental care services provided and better protect the confidential medical information of all individuals who are currently involved in the justice system while in the county’s care and custody. Public health, medical, and dental updates will improve patient care and ensure a safe and healthy environment.

**Community Participation Level and Impact**

The funding request for this project was reviewed by CIPAC.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The project and preliminary funding request were reviewed at the June 6, 2024 CIPAC meeting, and is supported by that advisory committee. To fully account for all repairs, funds in an amount up to \$591,614 for the project will be provided from the CIP Fund Balance as an approved off-cycle request. Sufficient funds are available in the contingent account to support this request.

**Last Previous Action**

None.

**Attachments**

- 1. Project Budget and Financing Plan

# ADC Medical Area Remodel Project Budget and Financing Plan

## PROJECT BUDGET

	Estimated Costs
<b>1. Construction Costs</b>	
Remodel medical area	\$192,500
Replace plumbing devices in pod area	\$89,250
Low voltage and electrical	\$20,000
<b>Sub-total:</b>	<b>\$301,750</b>
<b>2. Owner's Construction Contingency</b>	
Construction contingency	\$45,263
<b>Sub-total:</b>	<b>\$45,263</b>
	<b>Sub-total Construction: \$347,013</b>
<b>3. Furniture, Fixtures and Equipment</b>	
FF&E	\$118,245
New exam equipment allowance	\$13,125
Interior signage	\$0
<b>Sub-total:</b>	<b>\$131,370</b>
<b>4. Technology and Security</b>	
Network equipment	\$0
Security cameras and card readers	\$0
Audio visual	\$0
<b>Sub-total:</b>	<b>\$0</b>
<b>5. Design Fees</b>	
A/E design fee	\$35,000
<b>Sub-total:</b>	<b>\$35,000</b>
<b>6. Administration and Other Costs</b>	
Moving costs and furniture disposition	\$20,000
Temp space setup, allowance	\$20,000
<b>Sub-total:</b>	<b>\$40,000</b>
<b>7. Sub-total of Lines 3-6</b>	<b>\$206,370</b>
<b>8. Owner's Project Contingency for Soft Costs</b>	
10% of Line 3-6	\$21,000
<b>Sub-total:</b>	<b>\$21,000</b>
	<b>Sub-total Other Project Costs: \$227,370</b>
<b>9. Project Management Fee</b>	
3% of Construction and Other Project Costs	\$17,231
<b>Sub-total:</b>	<b>\$17,231</b>
<b>Grand Total:</b>	<b>\$591,614</b>

## FINANCING PLAN

CIPAC  
RCSO  
TOTAL FUNDING

\$591,614  
\$0  
**\$591,614**



Item Number: 2025-008

Meeting Date: 1/28/2025

**Sponsor:** Property Management & Public Health

**Title**

Lease Agreement with City of New Brighton for Women, Infants, and Children Clinic Space

**Recommendation**

1. Approve the lease agreement with the city of New Brighton, 803 Old Highway 8 Northwest, New Brighton, MN 55112, for 860 square feet of space at the New Brighton Community Center, 400 10th Street Northwest, New Brighton, MN 55112, for the period of May 1, 2025, through April 30, 2030, in accordance with the rates in the lease agreement.
2. Authorize the Chair and Chief Clerk to execute the lease agreement.

**Background and Rationale**

Ramsey County Public Health currently delivers Women, Infant and Children (WIC) program services at six clinic sites within Ramsey County. The existing WIC clinic in Room 202 at the New Brighton Community Center is currently operating in suboptimal conditions. The 635 square foot interior room, which lacks natural light and privacy, is ill-suited for providing quality WIC services for Ramsey County residents. As a result, clients often face extended wait times and staff struggle to maintain productivity in the cramped and uninspiring environment. By relocating the WIC clinic to an alternative space available within the New Brighton Community Center (Room 214), Public Health can significantly improve the client experience, enhance staff morale, and ensure the delivery of high-quality WIC services. The larger space provides for natural light and an improved layout, which will allow for more efficient operations, increased privacy, and a more welcoming and dignified atmosphere for both clients and staff.

The five-year lease term for the Room 214 space replaces the existing lease for Room 202, which expires April 30, 2025. WIC will acquire early access to Room 214 as of February 1, 2025, for a one-time fee of \$2,416, to allow time to improve the new suite to Ramsey County standards.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

The WIC Clinic in the New Brighton Community Center serves clientele that is over 85% people of color. Services are provided in English, Hmong, Karen and Spanish. Ramsey County has the highest poverty rate for people of color in the metro area. Maintaining a WIC clinic in the New Brighton Community Center area is critical for addressing poverty and disparities across race.

**Community Participation Level and Impact**

As Ramsey County Public Health continues the partnership with those in need of WIC services, it continually seeks their feedback and opinion on how Public Health can make the leased space the most useful for them.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The lease agreement will be funded from Public Health operating budget and is estimated to be \$102,599 for the five-year term, with an additional one-time payment of \$2,416 for early access to Room 214 prior to commencement of the lease term.

**Last Previous Action**

On March 16, 2010, the Ramsey County Board of Commissioners approved a fifteen-year lease agreement with the city of New Brighton for leased space at the New Brighton Community Center, for the period of May 1, 2010 through April 30, 2025 (Resolution 2010-106).

**Attachments**

1. Lease Agreement

## LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of New Brighton, a Minnesota municipal corporation, whose address is 803 Old Highway Eight Northwest, New Brighton, Minnesota 55112 (hereinafter referred to as “Landlord”) and Ramsey County, a political subdivision of the State of Minnesota and Home Rule Charter County whose address is 121 7<sup>TH</sup> Place East Suite 2200 St. Paul, MN 55101, (hereinafter referred to as “Tenant”).

WITNESSETH:

### ARTICLE I - GRANT AND TERM

1.1 LEASED SPACE. In consideration of the rents, covenants and agreements herein reserved and contained as the part of Tenant to be performed, Landlord does hereby lease to Tenant Room 214 (859.8 square feet) in the New Brighton Community Center located at 400 Tenth Street Northwest, New Brighton, Minnesota, hereto (hereinafter referred to as the “Leased Space”). A drawing of the Leased Space is attached hereto as Attachment One.

1.2 INITIAL IMPROVEMENTS. Tenant is in need of access to the Leased Space in order to construct small-scale initial improvements to the Leased Space in order to prepare the space for WIC clinic use. The improvements project will include items such as, but not limited to, floor finish replacement, construction of a privacy wall for lab services, associated electrical and limited mechanical tasks, and new furniture that aligns with County workplace standards (the “Initial Improvements”) at Tenant’s expense. The Initial Improvements to be conducted by Tenant shall be in compliance with applicable building codes and the Americans with Disabilities Act. Tenant may access the Leased Space during the hours specified in this Lease starting February 1, 2025 until commencement of the Lease term on May 1, 2025 (the “Initial Improvement Construction Period”). During the Initial Improvement Construction Period, Tenant shall pay Landlord a total of \$2,415.63 in additional rent for this additional access. The additional rent shall be paid by February 1, 2025.

1.3 TERM. The term of this Lease and Tenant’s obligation to pay rent hereunder shall commence on May 1, 2025, (“Commencement Date”) and shall run until April 30, 2030. (“Term”).

1.4 USE OF COMMON AREAS. Tenant shall have the non-exclusive right to use the entry ways, elevators, stairs, hallways, and restrooms of the New Brighton Community Center. Employees of the Tenant shall have the non-exclusive right to use the parking areas. No more than 25 guests or invitees of the Tenant shall be permitted to use the parking areas except by approval of the Landlord. Use of the public areas of the New Brighton Community Center shall be subject to such reasonable rules and regulations for use of such areas as may be established from time to time by the Landlord.

1.5 ACCESS TO NEW BRIGHTON COMMUNITY CENTER. Tenant, its employees, and invitees shall have access to the New Brighton Community Center from 7:00 am to 8:00 pm Monday-Friday, except as limited in this paragraph. There will be no access during non-business

hours to employees and/or invitees of Tenant. There will be no access to employees and/or invitees of Tenant on Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas Eve, and Christmas Day; access will be allowed only between the hours of 7:30 a.m. and 4:00 p.m. on New Year’s Eve, when the day falls on Monday through Friday. Tenant will be provided five keys for access to the leased space. Tenant shall make no more keys than are provided by Landlord. If Tenant loses keys that were provided by the Landlord, Tenant will be charged \$50 per key lost and \$50 per lock change.

Landlord shuts down the New Brighton Community Center each year for a period of four to ten consecutive days for cleaning, repair and renovation. Tenant will be given no less than 30 days notice of this event. During this period Tenant’s employees may still operate within the Leased Space, and Tenant’s invitees may have access to the Leased Space if accompanied at all times by Tenant’s staff. In some years (but no more often than every other year, except in the case of emergency or casualty), the New Brighton Community Center will be closed for safety reasons for up to three days of such cleaning, repair and renovation period, during which time Tenant’s employees and invitees may not have access to the Leased Space. Tenant will be given no less than 30 days’ notice of this event.

ARTICLE II - RENT

2.1 RENT. During the term hereof Tenant agrees to pay to Landlord at 400 Tenth Street Northwest, New Brighton, Minnesota 55112 or at such place as the Landlord may from time to time designate in writing, “minimum rent” for the Leased Space in the amount set forth below, payable in advance prior to the first of each month commencing on May 1, 2025.

<u>YEAR</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
1	\$ 1,610.42	\$19,325.04
2	\$ 1,658.73	\$ 19,904.76
3	\$ 1,708.50	\$ 20,502.00
4	\$ 1,759.75	\$ 21,117.00
5	\$ 1,812.54	\$ 21,750.48

2.2 RENT DELINQUENCIES. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

ARTICLE III - USE OF PREMISES

3.1 TENANT’S USE. During the term of this Lease, the Leased Space shall be used by Tenant solely for the purpose of offering WIC Services for families, as well as the non-exclusive right to use the hallway outside of the Leased Space for representatives of social service programs to talk to WIC participants, and for no other purposes without prior written consent of Landlord

3.2 COMPLIANCE WITH LAWS AND REGULATIONS.

(a) The parties will at all times during the term hereof maintain and conduct their businesses insofar as the same relates to the occupancy of the Leased Space in such a manner and under such regulations as to be in strict compliance with any and all applicable governmental laws, rules, regulations and orders

(b) The parties will comply with the applicable provisions of the Americans with Disabilities Act (ADA), as it may be amended from time to time.

3.3 AFFIRMATIVE COVENANTS OF TENANT. Without in any way limiting or restricting other covenants of Tenant elsewhere in this Lease contained, the Tenant affirmatively covenants and agrees as follows:

(a) Tenant shall neither permit or suffer or conduct activities that would constitute a nuisance in, on or about said Leased Space or unreasonably interfere with any person occupying adjacent premises or common areas;

(b) Tenant shall keep the Leased Space, including all service and/or loading areas for the Leased Space, free from all litter, dirt and obstructions;

(c) Tenant shall arrange for and accept deliveries only at such times, in the areas, and through entrances designated for such purpose by Landlord;

(d) Subject to Landlord's obligations under section 6.1, below, Tenant shall keep said Leased Space clean and in the sanitary condition required by ordinance and regulations of any governmental or quasi-governmental unit having jurisdiction;

(e) Tenant shall neither permit nor suffer the Leased Space, or the walls, ceilings or floors thereof to be endangered by overloading;

(f) Tenant shall not use or permit the Leased Space to be used for any purpose or purposes other than that set forth in Section 3.1 hereof;

#### ARTICLE IV - MAINTENANCE AND REPAIRS

4.1 TENANTS MAINTENANCE AND REPAIRS. From and after the date that possession of the Leased Space is delivered to Tenant, and until the end of the term hereof, Landlord will be responsible for all repairs, maintenance and replacements to the Leased Space including, but not limited to, structural repairs and replacements, the interior and exterior portions of all doors, windows, plate glass, locks, frames, hardware and showcases surrounding and incorporated into the Leased Space; the mechanical plumbing, heating, air conditioning and/or cooling, ventilating and electrical equipment and systems; lighting fixtures and ballasts, partitions, and all other fixture, appliances and facilities furnished by Landlord. Tenant shall not be responsible for repair or damage caused by the negligence of Landlord, its employees or agents but shall be responsible for any repair or damage caused by the negligence of the Tenant, its employees, guests, invitees or agents. Tenant shall be required to pay for any structural repairs, alterations, or unscheduled improvements that are required by governmental rules, orders or regulations as a result of Tenant's use and or occupancy of the Leased Space. Any and all such

repairs, alterations or improvements shall require prior approval of the Landlord. Landlord may inspect the Leased Space to ensure Tenant's compliance with the above and foregoing requirements. Tenant accepts the Leased Space as being in good and sanitary order, condition and repair.

4.2 SURRENDER OF PREMISES. At the expiration or termination of this Lease, Tenant shall surrender the Leased Space in the same condition as existed on the commencement date of this Lease, ordinary wear and tear excepted. All fixtures, structural alterations or improvements that have become attached to the Leased Space, except trade fixtures, shall become a part of the Leased Space and shall become the property of Landlord. Further, during the ninety (90) day period prior to the expiration of the term this Lease, Landlord may during reasonable business hours and upon reasonable notice to Tenant, have the right to show the Leased Space to third parties for the purpose of again leasing same.

#### ARTICLE V - TENANT LEASE RESPONSIBILITIES

5.1 RESPONSIBILITIES. Tenant is self-insured under the provisions of Minnesota Statutes, Chapter 466. Such coverage includes tort liability with limits of liability as defined by this chapter.

#### ARTICLE VI – UTILITIES and MAINTENANCE

6.1 UTILITIES. Landlord shall be responsible for providing all garbage and refuse collection, custodial care, and utilities, including without limitation, gas, electricity, water, and sewer, for the Leased Space during the Term of this Lease, and any extension thereof. Landlord will provide Tenant with a copy of the certification required by Minn. Stat. §115A.9302

6.2 SUPPLY OF UTILITY CHARGES. Landlord shall not accept responsibility for repairing any failure or defect in the supply or character of electricity, water, sewer, or gas furnished by reason of any change, requirement, act, neglect or omission of the public utility serving the Leased Space or for any reason not attributed to Landlord.

6.3 INTERRUPTION OR DISCONTINUANCE OF LANDLORD'S SERVICE. Tenant agrees that Landlord shall not be liable for failure to supply any service when Landlord uses reasonable diligence to supply the same, it being understood that Landlord reserves the right to temporarily discontinue such services, or any of them, at such times as may be necessary by reason of accident, failure of supply, repairs, alterations or improvements, or by reason of fire, strikes, flood, lockouts, riots, Acts of God or any other happening beyond the reasonable control of the Landlord. When Landlord causes services to be rendered by independent third parties, Landlord shall have no liability for the performance thereof or liability therefore.

#### 6.4 CUSTODIAL SERVICE

Landlord shall provide custodial services incurred by Tenant as a result of its use of the Leased Space in the New Brighton Community Center which include but are not limited to, vacuuming or mopping as appropriate, cleaning, of the Leased Space.

#### 6.5 RECYCLING. Landlord participates in a recycling program for the Community

Center. Tenant shall recycle all recyclable materials.

## ARTICLE VII – ALTERATIONS/REFURBISHMENT AND TENANT IMPROVEMENTS

7.1 ALTERATIONS. Tenant may, from time to time during the term of this Lease, make, at its own cost and expense, alterations or changes in the interior of the Leased Space in good and workmanlike manner in compliance with all applicable requirements of law, provided Tenant follows the notice procedure and obtains Landlord's prior written consent. All costs of any such work shall be paid promptly by Tenant so as to prevent the assertion of any liens for labor or materials. Tenant shall allow no work on the Leased Space that could result in attachment to the Leased Space or to the New Brighton Community Center of mechanics or materialmen's liens without first securing payment and performance bonds for such work in a form satisfactory to Landlord.

7.2 NOTICE TO LANDLORD. Prior to the initiation of any alterations, Tenant shall give Landlord written notice thereof and specify the work to be performed in reasonable detail and provide as much information as possible as to the nature, timing, and process to be undertaken with the construction project. After receipt of said notice, Landlord shall have a reasonable period of time during which it shall make a determination, in its sole discretion, as to whether the proposed work would create an undesirable structural or design change at the Leased Space. Tenant shall provide Landlord, upon request; with any further information reasonably necessary for such determination by Landlord and Tenant shall not commence work or accept materials prior to receiving written notice of Landlord's approval.

7.3 LEASEHOLD IMPROVEMENTS. All fixtures, furnishing, and finishing shall be the responsibility of Tenant, at Tenant's expense, and subject to the provisions of paragraphs 7.1 and 7.2.

7.4 SIGNS. No signage, advertisements, placards, or notices shall be placed or painted on any part of the Leased Space or the New Brighton Community Center by Tenant without the prior written authorization of Landlord. Landlord may install or require installation of signage by Tenant to direct employees and invitees of Tenant to the Leased Space. Such signage shall be installed at the expense of Tenant and, if installed by Landlord, will be charged to Tenant as Additional Rent.

7.5 REFURBISHMENT. At Landlord's sole expense, the Leased Space will be refurbished on the same basis as the common space in the New Brighton Community Center. The Leased Space will be repainted in a color mutually agreeably to the parties and the flooring will be replaced in high use areas on the same basis, and in accordance with the same standards, as are used to determine whether to repaint or replace flooring in the common space in the New Brighton Community Center.

## ARTICLE VIII – INSURANCE

### 8.1 INSURANCE

- a. Landlord shall procure and maintain the following insurance coverages throughout the term of this Lease, at its own expense:

- i. Fire and extended coverage insurance covering the New Brighton Community Center building and Landlord's personal property.
  - ii. Liability insurance coverage for its operations and the use of the building by Landlord.
- b. Tenant shall procure and maintain the following insurance coverage or maintain a self-insurance program with equivalent coverage throughout the term of this Lease, at its own expense:
  - i. Fire and extended coverage covering property of Tenant.
  - ii. Liability insurance including self-insurance covering its operation on the Premises.
  - iii. Insurance coverage for Tenant's personal property, if desired by Tenant.

8.2 INDEMNITY. The Landlord and Tenant shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligations pursuant to this Lease. Nothing in this Lease shall constitute a waiver by the City of New Brighton or County of Ramsey of any statutory or common-law immunities, limits, or exceptions on liability.

8.3 WAIVER OF SUBROGATION RIGHTS. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waive all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Leased Space, any Leasehold Improvements, or the New Brighton Community Center, by reason of fire, the elements, or any other cause which is insured against under the terms of standard fire and extended coverage insurance policies referred to in the above paragraph or is otherwise insured against under an insurance policy maintained by the party suffering such loss or damage, regardless of cause or origin, including any negligence of the other party hereto and/or its agents, officers, or employees, and each party covenants that no insurer shall hold any right of subrogation against such other party. Each party hereto agrees to give immediately to any insurer that has issued policies of fire and extended coverage insurance written notice of the mutual waiver contained in this provision and to have such policies endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of such mutual waiver.

#### ARTICLE IX - DESTRUCTION AND RESTORATION

9. DAMAGE. If a significant portion of the Leased Space shall be damaged or destroyed, Landlord shall have the option to rebuild or to terminate this Lease. If the Leased Space cannot be repaired and restored within ninety (90) days from the date of the damage, then the Landlord or Tenant shall have the right to terminate this Lease from the date of such damage or destruction by giving a notice to the other party. In such event Tenant shall be entitled to a refund of any rent prepaid for a period during which the Leased Space is untenable. Furthermore, Tenant shall incur no Additional Rent for services provided to the New Brighton Community Center during this period.

#### ARTICLE X - DEFAULT



10.1 EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any installment of rent, or other charges provided herein, or any portion thereof and the same shall remain unpaid for more than thirty (30) days, or such longer period of time as may be reasonably be allowed, after Landlord, by written notice, has informed Tenant of such noncompliance; or
- (b) Tenant shall do or permit to be done anything that creates a lien upon the Leased Space; and does not cause said lien as to Landlord's interest in the property to be released within ten (10) days after written notice from Landlord; or
- (c) Any material representation or warranty made in writing to Landlord in this Lease or in connection with the making of this Lease, by Tenant shall prove at any time to have been incorrect in any material respect when made or becomes incorrect; or
- (d) Tenant shall have failed to comply with any other material provisions of this Lease and shall not cure any failure within thirty (30) days, or such longer period of time as may be reasonably required to cure such default, after Landlord, by written notice, has informed Tenant of such noncompliance.

10.2 LANDLORD'S REMEDIES. Upon the occurrence of any of the above listed events of default, Landlord may elect to either: (1) terminate this Lease; or (2) terminate Tenant's right to possession only without terminating this Lease, hereinafter referred to as re-entry; (3) pursue any other remedy available at law or in equity. Landlord shall have all remedies provided in the Lease and under governing law. All of the remedies given to Landlord in this Lease or by law shall be cumulative, and the exercise of one right or remedy by Landlord shall not impair its right to exercise any other right or remedy.

10.3 If Landlord defaults in the performance of the conditions or covenants of this Lease, Tenant, in addition to all other remedies now or hereafter afforded or provided by law, may at its election, perform such covenant or agreement for or on behalf of Landlord or make good any such default and any amount or amounts which Tenant shall advance pursuant thereto shall be repaid by Landlord on demand, and if Landlord does not repay any such amount or amounts upon demand Tenant shall have the privilege of deducting same from the next installment or installments of rent to accrue under this Lease. All of the remedies given to Tenant in this Lease or by law shall be cumulative, and the exercise of one right or remedy by Tenant shall not impair its right to exercise any other right or remedy.

## ARTICLE XI - MISCELLANEOUS PROVISIONS

11.1 HOLDING OVER. If either party terminates this Lease and in the event that Tenant continues to occupy the Leased Space after the expiration of the term of this Lease hereof without entering into a new Lease hereof said tenancy shall be construed to be a "tenancy from month to month" upon all of the other terms and conditions herein contained.

11.2 ENTIRE AGREEMENT. This Lease is executed in identical counterparts, each of which, when bearing original initials of the parties on each page and at each change in the text hereof as well as original signatures at the end of the document, shall constitute an original for all purposes. All previous agreements, whether oral or written, are superseded by and merged with this Lease. Subsequent change shall not be binding unless reduced to writing and signed by the parties hereto.

11.3 INVALIDATION OF PARTICULAR PROVISIONS. If any clause, term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause, term or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause, term or provision similar to such illegal, invalid or unenforceable clause, term or provision as may be possible and would be legal, valid and enforceable.

11.4 PROVISIONS BINDING, ETC. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors, assigns and legally appointed representative, respectively, of the Landlord and the Tenant.

11.5 GOVERNING LAW. The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Lease.

11.6 NOTICES. Any notice that is required under this Lease shall be deemed "given" upon hand delivery or three (3) days after prepaid posting in the U.S. Mail whichever shall first occur. Notice shall be addressed to:

Landlord: Devin Massopust, City Manager  
CITY OF NEW BRIGHTON  
803 - Old Highway Eight  
New Brighton, MN 55112

Tenant: RAMSEY COUNTY PROPERTY MANAGEMENT  
121 7<sup>th</sup> Place East  
Suite 2200  
St. Paul, MN 55101

or to any other address as shall be designated by written notice.

Where in this Lease a certain number of days from date of notice to a given action is specified, unless the specific provision otherwise states, the days shall be counted as follows: The first calendar day shall be excluded and the last day shall be included, unless the last day is a

Saturday, Sunday or legal holiday, in which event the period shall be extended to include the next day that is not a Saturday, Sunday, or legal holiday.

11.7 HEADINGS. The heading, section numbers and article numbers appearing in this Lease are not intended in any manner to define, limit or describe the scope of any such section or article and are solely inserted for ready reference purposes.

11.8 PRONOUNS. As utilized in this Lease, the “singular” pronouns shall include the “plural”, and the “masculine” shall include the “feminine” and the “neuter” and vice versa, unless a contrary intent specifically appears.

11.9 ASSIGNMENT AND SUBLETTING. Tenant will not assign this Lease and will not sublet any part of said premises without the consent in writing of the Landlord.

11.10 CANCELLATION. This lease may not be canceled for two years after the Commencement Date. At any time after two years from the Commencement Date, either the Landlord or the Tenant may cancel the lease upon giving 180 days’ written notice to the other party.

11.11 NON-VIOLENCE. Landlord shall make all reasonable efforts to ensure that its employees, officials and subcontractors do not engage in violence while performing under this lease. Violence, as defined by the Ramsey County Workplace Violence Policy, is any action that is the use of physical force, harassment, or intimidation or abuse of power or authority where the impact is to control by causing pain, fear or hurt. Landlord shall be considered in compliance with the requirements of this provision if it complies with the provisions of its own policy on employee conduct.

11.12. HAZARDOUS MATERIALS. Except for materials contained in products used in de minimis quantities for ordinary cleaning and office purposes, Landlord shall not permit or cause any party to bring any Hazardous Material into the New Brighton Community Center.

CITY OF NEW BRIGHTON

RAMSEY COUNTY

BY: \_\_\_\_\_  
Devin Massopust  
City Manager

BY: \_\_\_\_\_  
Rafael Ortega  
Chair, Ramsey County Board of Commissioners

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

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

DEPARTMENTAL RECOMMENDATION

BY: \_\_\_\_\_  
Kari Niedfeldt Thomas  
Mayor

\_\_\_\_\_  
Jean Krueger, Director, Property Management

APPROVED AS TO FORM

\_\_\_\_\_  
Kathleen Ritter, County Attorney

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

# Board of Commissioners

## Request for Board Action

Item Number: 2025-010

Meeting Date: 1/28/2025

**Sponsor:** Property Management

### Title

Seventh Amendment to Office and Warehouse Space Lease Agreement with State of Minnesota Explore Minnesota Tourism for Lease Space in the Metro Square Building

### Recommendation

1. Approve the seventh amendment to the lease agreement with state of Minnesota Explore Minnesota Tourism, 121 7th Place East, Suite 360, Saint Paul, MN 55101, for a reduction of 749 useable square feet of leased space in the Metro Square Building, 121 7th Place East, Saint Paul, MN 55101, for the period of February 1, 2025 through July 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

### Background and Rationale

Explore Minnesota Tourism currently leases 9,804 square feet of office space inside the Metro Square building, with a current lease end date of July 31, 2027.

Property Management is completing several important projects at Metro Square that will provide enhanced amenity spaces, perform necessary building repairs, and equip existing and new county tenants from the East Kellogg building with updated workspaces in accordance with the county's Flexible Workplace Policy and Workplace Standards. As part of a larger building system modification and waterproofing project, work is being completed on the north side of the Metro Square building. Inside the building, some temporary walls were installed to block off construction zones from work areas in a portion of the space leased by the state of Minnesota for Explore Minnesota Tourism.

Within the space leased to Explore Minnesota Tourism an area of 749 SF is temporarily unavailable to them in accordance with the sixth amendment. This seventh amendment has been negotiated to extend the period of rent abatement from February 1, 2025 to July 31, 2025 with a total decrease in rent of \$7,981.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

The racial equity impact of this lease amendment is unknown.

### Community Participation Level and Impact

There is no community engagement for this lease amendment.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

This lease amendment extends the period of decreased monthly rent, and will decrease total projected revenue by \$7,981, which is not accounted for in the 2025 Property Management budget. Explore Minnesota Tourism will continue to pay the difference in monthly rent and existing financed tenant improvements per the

lease agreement.

**Last Previous Action**

On July 9, 2024, the Ramsey County Board of Commissioners approved the sixth amendment to the Lease Agreement with State of Minnesota Explore Minnesota Tourism (Resolution B2024-124).

**Attachments**

1. Seventh Amendment to Lease Agreement

**STATE OF MINNESOTA**  
**AMENDMENT OF LEASE**

Amendment No. 7

Lease No. 11357

THIS AMENDMENT No. 7 to Lease No. 11357 is made by and between Ramsey County, a political subdivision of the State of Minnesota, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Explore Minnesota Tourism.

WHEREAS, Landlord and Tenant entered into Lease No. 11357 dated November 1, 2004, and previously amended by an Amendment of Lease No. 1 dated November 28, 2007, an Amendment of Lease No. 2 dated November 1, 2012, an Amendment of Lease No. 3 dated March 7, 2017 and an Amendment of Lease No. 4 dated June 28, 2018, and an Amendment of Lease No. 5 dated October 29, 2020 (as so amended, hereinafter referred to as the "Lease"), involving the lease of approximately nine thousand eight hundred four (9,804) usable square feet of space ("Leased Premises"), in the Metro Square Building ("Building"), located at 121 East 7<sup>th</sup> Place, City of St. Paul, County of Ramsey, Minnesota 55101,:

WHEREAS, Landlord is in the process of remodeling the Building and as part of the remodeling, Landlord will need to take temporary possession of a portion of the Leased Premises to complete its remodeling work which includes necessary improvements to the Building;

WHEREAS, the parties hereto deem certain amendments, additional terms and conditions mutually beneficial for the effective continuation of the Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions to be incorporated into Lease No. 11357 on the date set forth herein.

1. Landlord has exercised its right to extend the Rent Credit Period commencing on February 1, 2025 and continuing through February 28, 2025 pursuant to Section 1.4 of the Amendment No. 6 to the Lease and the attached Exhibit G.
2. **SECOND EXTENSION OF RENT CREDIT PERIOD** Due to construction delays on Landlord's remodeling of the Building, Landlord and Tenant hereby agree to further extend the Rent Credit Period for additional five (5) months commencing on March 1, 2025 and continuing through July 31, 2025 ("Second Extension Rent Credit Period").

3. **RENT**

2.1 Deletion Effective February 1, 2025, Section 2 of the Amendment No. 6 to the Lease is hereby deleted in its entirety and of no further force and effect and is replaced with the following Section 2.2, 2.3, 2.4 and 2.5.

2.2 Tenant shall pay Landlord rent according to the rent schedule set forth below:

*(SEE RENT SCHEDULE ON NEXT PAGE)*



AMENDMENT PERIOD		SQUARE FEET	RATE PER SQ. FT.	MONTHLY RENT	AMENDMENT PERIOD RENT
<b>10/01/20</b>	- <b>10/08/20</b>				
	Suite 360 Office	9,804	\$ 19.69	\$ 4,151.44	\$ 4,151.44
	Suite 153 Warehouse	4,344	\$ 14.46	\$ 1,350.88	\$ 1,350.88
	Total	14,148		\$ 5,502.32	\$ <b>5,502.32</b>
<b>10/09/20</b>	- <b>10/31/20</b>				
	Suite 360 Office	9,804	\$ 19.69	\$ 11,935.39	\$ <b>11,935.39</b>
<b>11/01/20</b>	- <b>07/31/21</b>				
	Suite 360 Office	9,804	\$ 19.69	\$ 16,086.73	\$ <b>144,780.57</b>
<b>08/01/21</b>	- <b>07/31/22</b>				
	Suite 360 Office	9,804	\$ 20.08	\$ 16,405.36	\$ <b>196,864.32</b>
<b>08/01/22</b>	- <b>07/31/23</b>				
	Suite 360 Office	9,804	\$ 20.48	\$ 16,732.16	\$ <b>200,785.92</b>
<b>08/01/23</b>	- <b>06/30/24</b>				
	Suite 360 Office	9,804	\$ 20.89	\$ 17,067.13	\$ <b>187,738.43</b>
<b>07/01/24</b>	- <b>07/10/24</b>				
	Suite 360 Office	9,804	\$ 20.89	\$ 5,505.50	\$ <b>5,505.50</b>
<b>07/11/24</b>	- <b>07/31/24</b>				
	Suite 360 Office	9,804	\$ 20.89	\$ 11,561.55	\$ 11,561.55
	Rent Credit (Affected Area)	(749)	\$ 20.89	\$ (883.26)	\$ (883.26)
		9,055		\$ 10,678.29	\$ <b>10,678.29</b>
<b>08/01/24</b>	- <b>07/31/25</b>				
	Suite 360 Office	9,804	\$ 21.31	\$ 17,410.27	\$ 208,923.24
	Rent Credit (Affected Area)	(749)	\$ 21.31	\$ (1,330.10)	\$ (15,961.19)
		9,055		\$ 16,080.17	\$ <b>192,962.05</b>
<b>08/01/25</b>	- <b>07/31/26</b>				
	Suite 360 Office	9,804	\$ 21.73	\$ 17,753.41	\$ <b>213,040.92</b>
<b>08/01/26</b>	- <b>07/31/27</b>				
	Suite 360 Office	9,804	\$ 22.17	\$ 18,112.89	\$ <b>217,354.68</b>
				<b>Total</b>	\$ <b>1,387,148.39</b>

2.3 Financed Tenant Improvement Allowance Tenant shall continue to pay to Landlord the Financed Tenant Improvement Allowance pursuant to Section 2.2 of Amendment No. 3 to the Lease, which shall be in addition to the Rent set forth in Section 2.2 above.

2.4 Rent Billing Address Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Explore Minnesota Tourism  
Metro Square Building, Suite 360  
121 East 7<sup>th</sup> Place  
St Paul MN 55101

2.5 Rent Payment Address Tenant shall pay Landlord via electronic payment, mail or deliver each monthly rent payment at the end of the applicable calendar month to Landlord at the following address:

Ramsey County Property Management  
121 Seventh PI E #2200  
St Paul MN 55101

4. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.

5. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

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**EXHIBITS:**

Exhibit G Extension of the Rent Credit Period Notice dated November 25, 2024.

IN WITNESS WHEREOF, the parties hereto set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:  
RAMSEY COUNTY, a political subdivision of  
the State of Minnesota

*Landlord certifies that the appropriate person(s) execute this  
Amendment to the Lease on behalf of Landlord as required by  
applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVAL RECOMMENDED:

By Jean Krueger

Title Director, Property Management

Date 1/23/2025

COUNTY ATTORNEY:

By Kathleen Ritter

Title Assistant County Attorney

Date 1/22/2025

TENANT:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By \_\_\_\_\_

Real Estate and Construction Services

Date \_\_\_\_\_

APPROVED:  
STATE OF MINNESOTA  
EXPLORE MINNESOTA TOURISM

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

STATE ENCUMBRANCE VERIFICATION

*Individual signing certifies that funds are encumbered as required by  
Minn. Stat. §16A.15 and §16C.05.*

By \_\_\_\_\_

Date \_\_\_\_\_

SWIFT P.O. \_\_\_\_\_

Contract No. \_\_\_\_\_

Account Code \_\_\_\_\_

Fund No. \_\_\_\_\_



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2025-026

**Meeting Date:** 1/28/2025

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**Sponsor:** Social Services

**Title**

Presentation: Mental Health Outreach

**Recommendation**

None. For information and discussion only.

**Background and Rationale**

Ramsey County continues to promote the mental health spectrum of services offered within the county system. Recently the Mental Health Urgent Care created a video to highlight the increased scope and hours of services offered at 402 University Avenue. In addition, Ramsey County recognizes the importance of building community relationships by engagement of residents within their different communities. The recent purchase of the Mental Health Mobile Vehicle provides Ramsey County with another tool to provide education and promote wellness within these communities.

Mental Health Urgent Care Video Here: [https://youtu.be/ttYP\\_E6F-pE](https://youtu.be/ttYP_E6F-pE)

**Attachments**

1. Mental Health Outreach



January 28, 2025

# Mental Health Outreach



# The Mental Health Urgent Care

The Mental Health Urgent Care expansion opened on August 5 2024, ready to provide culturally appropriate, comprehensive mental health crisis services for African American teens, their families and the rest of the Ramsey County community.

Building from existing mental health services, the Mental Health Urgent Care is designed to provide easier and affordable access to mental health support and stabilization for youth ages 13-18 and their families.

The program puts families at the center in all decision-making to determine the level of care and interventions needed for long-lasting healing.



# Urgent Care Video



# Mental Health Mobile Vehicle

In 2023 after initial feedback from community, Ramsey County Mental Health sought alternative methods to educate, engage and serve the community when it comes to mental health.

A mobile vehicle was purchased using one time grant funding as a way to promote the mental health spectrum of services offered within the county system.



# Vehicle Designs



	COMMENTS & NOTATIONS			THIS DRAWING AND DESIGN IS FOR THE EXPRESS USE OF THE INTENDED CLIENT AND IS NOT TO BE DISTRIBUTED, SOLD, SHARED, OR OTHERWISE COPIED TO ANY ONE OTHER THAN THE INTEND CLIENT WITHOUT THE WRITTEN CONSENT OF HIGH LEVEL ENTERPRISE. ALL DIMENSIONS ARE SUBJECT TO ENGINEERING & MANUFACTURING TOLERANCES. HLE RESERVES THE RIGHT TO MAKE ANY CHANGES IN COLORS, COMPONENTS, SPECIFICATIONS, AND FLOOR PLAN AND TO DISCONTINUE MODELS AT ANY TIME WITHOUT NOTICE OR OBLIGATION.	
		SIGNATURE			
		DATE	APPROVED BY (PRINT)		

SALESPERSON	DEALER/COMPANY	CLIENT	COPYRIGHTED	DRAWING NUMBER	REV.
CRAIG JENSEN	HOGLUND BUS SALES	RAMSEY COUNTY, MN	SEPT 14, 2023	HLE 23-10173	R0
MAKE	MODEL	DESCRIPTION			
FORD E-450	STARCRRAFT BODY	MOBILE MEDICAL UNIT			

# Coming Soon!



The outreach vehicle is expected to be fully completed by early February!

**Questions?**