



# Board of Commissioners Agenda

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

---

October 17, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

---

## ROLL CALL

## PLEDGE OF ALLEGIANCE

## LAND ACKNOWLEDGEMENT

1. **Agenda of October 17, 2023 is Presented for Approval** [2023-275](#)

Sponsors: County Manager's Office

Approve the agenda of October 17, 2023.

2. **Minutes from October 10, 2023 are Presented for Approval** [2023-292](#)

Sponsors: County Manager's Office

Approve the October 10, 2023 Minutes.

## PROCLAMATION

3. **Proclamation: Disability Employment Awareness Month** [2023-447](#)

Sponsors: Financial Assistance Services, Social Services

## PRESENTATION OF AWARD

4. **Presentation: Inaugural Emerging and Diverse Developers Program Graduation** [2023-452](#)

Sponsors: Community & Economic Development

None. For information and discussion only.

## ADMINISTRATIVE ITEMS

5. **Single Source Agreement with KNOWiNK, LLC for Election Poll Pad System and Professional Support Services** [2023-173](#)

Sponsors: Information and Public Records Administration

1. Approve the selection of and single source agreement with KNOWiNK, LLC, 460 N. Lindbergh Boulevard, Saint Louis, MO, 63141 for an electronic poll pad system and professional support services for the period October 17, 2023 through October 18, 2026

and may be renewed for up to two additional three-year periods, for the not to exceed amount of \$1,141,052.

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

**6. Temporary Construction Easement and Access Agreement with VCI-VICRAMP, LLC**

[2023-446](#)

Sponsors: Property Management

1. Approve the temporary construction easement with VCI-VICRAMP, LLC, 344 Wabasha Street North, Saint Paul, MN, for construction of ingress and egress access to the city of Saint Paul skyway, at 360 Wabasha Street North, Saint Paul, MN, for the period of agreement execution through December 31, 2024.
2. Approve the access agreement with VCI-VICRAMP, LLC, 344 Wabasha Street North, Saint Paul, MN, for permanent ingress and egress access to the city of Saint Paul skyway, at 360 Wabasha Street North, Saint Paul, MN, for the one-time amount of \$1,000 and an annual fee of \$500 for the first five years, with a fee increase of \$200 for each subsequent five-year period.
3. Authorize the Chair and Chief Clerk to execute the temporary easement and access agreement.

**7. Minnesota Family Investment Program Biennial Service Agreement for 2024-2025**

[2023-438](#)

Sponsors: Workforce Solutions

1. Approve the submission of an application to the Minnesota Department of Human Services for the 2024-2025 Minnesota Family Investment Program Biennial Service Agreement Grant in an amount of \$18,554,034 annually.
2. Authorize the acceptance and expenditure of grant awarded funds from the Minnesota Department of Human Services for the Temporary Assistance for Needy Families Block Grant for the period of January 1, 2024 through December 31, 2025.
3. Authorize the County Manager to apply for and accept additional grant funds from the Minnesota Department of Human Services for the period of January 1, 2024 through December 31, 2025.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the approved expenditure grant agreement program budget.
6. Authorize the County Manager to make temporary transfers, as needed, from the County General Fund to Workforce Solutions to cover program expenses until program funds are received, with repayment to be made upon receipt of the funds.

**8. Cooperative Agreement with the City of Saint Paul for Winter Recreation Operations**

[2023-449](#)

Sponsors: Parks & Recreation

1. Approve the cooperative agreement with the city of Saint Paul, 15 West Kellogg Boulevard, Saint Paul, MN 55102 for a joint ski pass system and shared use of the Battle Creek Recreation center for the period of November 1, 2023, through August 31, 2024.
2. Authorize the Chair and Chief Clerk to execute the cooperative agreement.
3. Authorize the County Manager to renew the cooperative agreement up to two additional one-year terms with all other terms and conditions remaining the same, in a form approved by the County Attorney’s Office.

**COUNTY CONNECTIONS**

**OUTSIDE BOARD AND COMMITTEE REPORTS**

**BOARD CHAIR UPDATE**

**ADJOURNMENT**

Following County Board Meeting:

10:00 a.m. (est.) Regional Railroad Authority Meeting - Council Chambers – Courthouse Room 300

10:30 a.m. (est.) Board Workshop: 2024 Ramsey County State and Federal Platform - Council Chambers, Courthouse Room 300

1:30 p.m. Board Workshop: Minnesota’s Economic Outlook and Ramsey County Workforce Trends - Courthouse Room 220, Large Conference Room

Public Access via Zoom Webinar for PM Workshop  
Zoom Webinar: <https://tinyurl.com/4az8d8tu>  
Webinar ID: 953 5870 4026 | Passcode: 794511 | Phone: 651-372-8299

Advance Notice:

October 24, 2023 County board meeting – Council Chambers  
October 31, 2023 No county board meeting – 5th Tuesday  
November 7, 2023 No county board meeting – Mpack Conference - Phoenix, Arizona  
November 14, 2023 County board meeting – Council Chambers



# Board of Commissioners

## Request for Board Action

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

---

**Item Number:** 2023-275

**Meeting Date:** 10/17/2023

---

**Sponsor:** County Manager's Office

**Title**

Agenda of October 17, 2023 is Presented for Approval

**Recommendation**

Approve the agenda of October 17, 2023.



# Board of Commissioners

## Request for Board Action

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

---

**Item Number:** 2023-292

**Meeting Date:** 10/17/2023

---

**Sponsor:** County Manager's Office

**Title**

Minutes from October 10, 2023 are Presented for Approval

**Recommendation**

Approve the October 10, 2023 Minutes.

**Attachments**

1.October 10, 2023 Minutes



# Board of Commissioners Minutes

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

---

October 10, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

---

The Ramsey County Board of Commissioners met in regular session at 9:03 a.m. with the following members present: Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present were Ryan O'Connor, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

## ROLL CALL

Commissioner McGuire was absent during Roll Call and voting of the Administrative Items 3 - 5. She arrived at 9:12 a.m. during Administrative Item #6 and was present for the rest of the board meeting.  
Present: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

## PLEDGE OF ALLEGIANCE

## LAND ACKNOWLEDGEMENT

Read by Commissioner Frethem.

1. Agenda of October 10, 2023 is Presented for Approval [2023-274](#)

Sponsors: County Manager's Office

Approve the agenda of October 10, 2023.

Motion by Moran, seconded by Xiong. Motion passed.

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

Absent: McGuire

2. Minutes from October 3, 2023 are Presented for Approval [2023-291](#)

Sponsors: County Manager's Office

Approve the October 3, 2023 Minutes.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Absent: McGuire

## ADMINISTRATIVE ITEMS

3. Grant Agreement with the Minnesota Department of Human Services Office of Economic Opportunity for the Emergency Services Program [2023-437](#)

Sponsors: Housing Stability

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services Office of Economic Opportunity, PO Box 64951, Saint Paul, MN, 55164, in the amount of \$2,905,621 for the Emergency Services Program Grant.

2. Accept a grant award and approve a grant agreement with the Minnesota Department of Human Services Office of Economic Opportunity for the Emergency Services Program for the period of July 1, 2023, through June 30, 2025, in the amount of \$650,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements and contracts in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the approved expenditure grant agreement program budget.
6. Approve extension of five Full Time Equivalent unclassified limited duration positions from December 31, 2024 through April 30, 2025.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Absent: McGuire

Resolution: B2023-173

4. Fifth Amendment to Lease Agreement with State of Minnesota for Space at Metro Square [2023-436](#)

Sponsors: Property Management

1. Approve the fifth lease amendment to the lease agreement with the state of Minnesota, 50 Sherburne Avenue, #309, Saint Paul, MN, for space at Metro Square, 121 7th Place East, Saint Paul, MN, for the period from November 1, 2023, through December 31, 2023, for the total amount of \$114,933, with all other material terms remaining in effect and unchanged.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Absent: McGuire

Resolution: B2023-174

5. Sale of the Maplewood South Property to D.R. Horton, Inc. [2023-445](#)

Sponsors: Property Management

1. Approve the sale of and Land Purchase Contract for the Ramsey County Maplewood South property, 601 South Century Ave, Maplewood, MN, with D.R. Horton, Inc., 20860 Kenbridge Court, Suite 100, Lakeville, MN, 55044, in the amount of \$2,600,000.
2. Authorize the County Manager to direct proceeds of the sale into the Holding Project in the Capital Projects Fund.
3. Authorize the County Manager to approve and execute the Land Purchase Contract, settlements, closing documents, and other related real estate documentation associated with the disposition of the Ramsey County Maplewood South property in a form approved by the Ramsey County Attorney's Office.
4. Authorize the County Manager to execute amendments that do not have a financial impact on the disposition of the Ramsey County Maplewood South property.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Absent: McGuire

Resolution: B2023-175

6. Summary of the Conclusions from the Performance Evaluation of the County Manager

[2023-457](#)

Sponsors: Board of Commissioners

Authorize the annual salary of the County Manager to be increased effective immediately as a reflection of excellent performance, resulting in a salary of \$234,021.

Motion by Reinhardt, seconded by Xiong. Motion passed.

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

Resolution: B2023-176

## COUNTY CONNECTIONS

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

## OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

## BOARD CHAIR UPDATE

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

## ADJOURNMENT

Chair Martinson declared the meeting adjourned at 10:05 a.m.

## CLOSED MEETING

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

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

The Closed Meeting was called to order at 10:31 a.m. with the following members present: Commissioners Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present: Ryan O'Connor, County Manager; Jada Lewis, Civil Division Director, Office of the Ramsey County Attorney; Johanna Berg, Deputy County Manager - Economic Growth and Community Investment Service Team; Kari Collins, Director, Community and Economic Development; Ella Mitchell, Redevelopment Manager, Community and Economic Development; Josh Olson, Deputy Director, Community and Economic Development; Larina DeWalt, Redevelopment Manager, Community and Economic Development; Scott Schwahn, Assistant County Attorney, Office of the Ramsey County Attorney; Elizabeth Tolzmann, Chief of Staff, County Manager's Office; Susan Earle, Deputy Director, Finance; Jeanette Boit-Kania, Debt and Finance Manager, Finance; Deanna Pesik, Chief Compliance and Ethics Officer, County Manager's Office; Jennifer O'Rourke, Director of Government Relations, County Manager's Office; Ami Wazlawik, Principal Assistant, Board of Commissioners; and Mee Cheng, Chief Clerk - County Board, County Manager's Office.

Motion by Commissioner Frethem, seconded by Commissioner Reinhardt. Unanimously approved.

NOW, THEREFORE, BE IT RESOVLED, the Board of Ramsey County Commissioners authorizes the Office of the Ramsey County staff to proceed as discussed in this closed meeting (B2023-177).

The closed meeting was adjourned at 11:05 a.m.



# Board of Commissioners

## Request for Board Action

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

---

**Item Number:** 2023-447

**Meeting Date:** 10/17/2023

---

**Sponsor:** Financial Assistance Services

**Title**

Proclamation: Disability Employment Awareness Month

**Attachments**

1. Proclamation

# Proclamation

WHEREAS, 2023 is the 33<sup>rd</sup> anniversary of the Americans with Disabilities Act and the 78<sup>th</sup> anniversary of National Disability Employment Awareness month; and

WHEREAS, Ramsey County acknowledges that employees with disabilities are valuable and skillful as well as productive contributors to the economy; and

WHEREAS, Ramsey County recognizes that citizens with disabilities are the largest and most diverse minority group within the population representing all abilities, ages, races, ethnicities, religion, and socioeconomic backgrounds; and

WHEREAS, Ramsey County as an employer of employees with disabilities has the responsibility to examine and eradicate the discrimination of systemic ableism; and

WHEREAS, Ramsey County will continue expanding supported employment per Minnesota Statute 383A.288 Subdivision 7., career exploration, and the employee resource group, Supported Employee's Efforts Manifest Equity, also known as SEEME; and

WHEREAS, In this spirit Ramsey County will respect the value and talent employees with disabilities add to our workplace and affirm the county's commitment to honoring an inclusive community; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares October 2023, as Disability Employment Awareness Month.



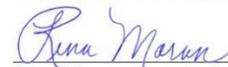
Trista Martinson, Board Chair, District 3



Nicole Frethem, Commissioner, District 1



Mary Jo McGuire, Commissioner, District 2



Rena Moran, Commissioner, District 4



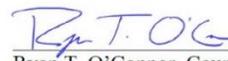
Rafael Ortega, Commissioner, District 5



Mai Chong Xiong, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Ryan T. O'Connor, County Manager



# Board of Commissioners

## Request for Board Action

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

---

**Item Number:** 2023-452

**Meeting Date:** 10/17/2023

---

**Sponsor:** Community & Economic Development

**Title**

Presentation: Inaugural Emerging and Diverse Developers Program Graduation

**Recommendation**

None. For information and discussion only.

**Background and Rationale**

In 2023, the Community and Economic Development (CED) department contracted with NEOO Partners, the Urban Land Institute (ULI) of Minnesota and Baker Tilly to provide technical assistance services for emerging and diverse developers. The technical assistance program consisted of a six-week educational cohort, small group sessions and advanced coaching. Developers learned the basics of housing development, honed their proformas and prepared applications for funding opportunities in CED. Emerging and diverse developers will be celebrated in person with a graduation ceremony at the regularly scheduled Ramsey County Board meeting.

**Attachments**

None.

# Board of Commissioners

## Request for Board Action

---

**Item Number:** 2023-173

**Meeting Date:** 10/17/2023

---

**Sponsor:** Property Tax, Records & Election Services

**Title**

Single Source Agreement with KNOWiNK, LLC for Election Poll Pad System and Professional Support Services

**Recommendation**

1. Approve the selection of and single source agreement with KNOWiNK, LLC, 460 N. Lindbergh Boulevard, Saint Louis, MO, 63141 for an electronic poll pad system and professional support services for the period October 17, 2023 through October 18, 2026 and may be renewed for up to two additional three-year periods, for the not to exceed amount of \$1,141,052.
2. Authorize the Chair and the Chief Clerk to execute the agreement.
3. Authorize the County Manager to approve amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

**Background and Rationale**

Voters, elections judges and administrators have come to rely on electronic rosters, known as poll pads, electronic poll books (EPB), or electronic poll pads. In 2013, the Minnesota legislature convened an Electronic Roster Task Force (ERTF). The focus was on different EPBs and their functionality, security, certification, and compatibility with the Statewide Voter Registration System (SVRS). ERTF worked in collaboration with MN IT, the Minnesota Secretary of State's Office and county participants (including Ramsey County). After a successful test in the 2014 election, the legislature authorized counties, cities, and municipalities in the 2014 omnibus elections bill to use EPB's in any election.

The KNOWiNK Poll Pad System includes equipment (hardware and computer peripheral) and licensed software. KNOWiNK offers professional support services before, during and after elections. The software is capable of verifying that voters are in the correct precinct, informing voters of the correct precinct if they are in the wrong precinct, and will not allow the voter to vote in an incorrect precinct. If there is a challenge to a voter record, there are step by step instructions on how to handle the challenge and if a voter is registering for the first time on election day, the voter registration application is divided into sections to clearly allow election judges and the voters to complete the required sections.

KNOWiNK meets the requirements of Minnesota Statutes 201.225 subdivision. 2, for EPB providers. KNOWiNK is the only pollbook vendor used in Minnesota. A statewide user group is set-up to support election administrators who use the KNOWiNK solution. KNOWiNK has partnered with Ramsey County elections since 2013. Ramsey County has fully implemented KNOWiNK pollpads to all 165 precincts in Ramsey County.

Ramsey County evaluated and assessed three vendors, ES&S, Hart and KNOWiNK during the 2013 discovery process. KNOWiNK is the only competitive vendor that was able to meet the security and technical requirements of Minnesota Statutes 201.225 subdivision 2.

Ramsey County Elections Services collaborated with Information Services Security and Infrastructure, and completed a physical and cyber review with the Department of Homeland Security. Additionally, Elections

worked closely with Information Services Security to evaluate any risks and worked to identify and resolve any potential gaps. The voters of the county have come to expect the efficiencies, security, and ease of checking in electronically to vote. The EPBs create confidence with voters, a positive public perception, and provide efficiencies that the Elections office has come to rely on. State law requires administrators to post voting history and complete the data entry of voter registration applications within six weeks from election day. With KNOWiNK's Poll Pad System, the county completes this work within two weeks.

The current hardware is now aged and unsupported and cannot be upgraded. New devices with the latest operating system will be required. Previously, through the state of Minnesota cooperative contract the approximate cost of services for software maintenance is \$65,000 annually. With the new agreement, Elections will have the option to lease EPB's with the latest operating systems for maximum efficiency. This upgrade will significantly increase the annual costs due to implementation of the newly leased and/or purchased devices.

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

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

The Ramsey County community, which includes communities of color and ethnically and financially diverse communities has benefitted from the use of EPB's in a variety of ways. EPBs allow for reduced voter check-in times, electronic voter registration, poll workers to engage with residents more easily because they are not tied to stations; and more. This creates efficiency, opportunity to build trust between poll workers and the community and trust between residents and technology applications.

**Community Participation Level and Impact**

EPBs allow county residents to have an efficient and accurate voting experience. EPBs drastically decrease the time required to check-in a voter at their polling place. Research from 2018 has shown that wait times at polling places discourages voting and can disenfranchise voters. The Presidential Commission on Election Administration has set 30 minutes as the acceptable threshold to wait. Since implementing electronic poll pads in 2019 Ramsey County has not received any report of wait times exceeding this standard. EPBs can also quickly inform a voter if they are in the wrong precinct and direct them to the correct precinct. Finally, EPBs allow for electronic voter registration.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

Costs under the new contract are estimated to not exceed \$126,783 annually. Funding is available in the Election Services Operating Budget.

**Last Previous Action**

None.

**Attachments**

1. Approved Single Source Request Form
2. Professional Services Agreement between KNOWiNK, LLC and Ramsey County, PRREL000035.

## **\*\*Exceeds Contract Value Authority\*\***

### **Definitions**

Single Source: A direct purchase of professional or client services from one particular contractor even though other competitive sources may be available. Having a contractor provide additional services based on the experience and knowledge they have gained, along with their unique talents, allows the county to advance important county initiatives while saving the county time and money.

Sole Source: A situation created due to the inability to obtain competition. May result because only one contractor possesses the unique ability or capability to meet the particular requirements of the solicitation.

### **Department Section**

Department: PRR  
Requisition ID: 0000005150  
Requestor: FOUATEE.YANG  
Date: February 13, 2023  
Procurement Description: e-Poll Pad System and Support  
Contractor Name: KNOWiNK, LLC  
Contract Term (including renewals): 5 YEARS  
Anticipated Contract Value (including renewals): \$845,420.00

**1.**

Is this a single or sole source request?

Single Source

**2.**

Select the good or service category:

Professional Services

**3.**

Will the purchase be made using grant, state and/or federal funding? No

**4.**

Describe in detail how this procurement meets either the single source or sole source definition:

KNOWiNK is statutorily qualified per technology requirements as set by Minnesota Statutes 201.225 Subd. 2 and the preferred provider for a pollpad solution in Ramsey County. KNOWiNK has partnered with Ramsey County elections since 2013. KNOWiNK exceeds the required security and technical requirements and the software/hardware solution to meet the rules and statutory requirements set forth by the Minnesota Legislature and Minnesota Secretary of State. Ramsey County has fully implemented KNOWiNK pollpads to all 165 precincts in Ramsey County. Pollpads received the support because of the successful discovery and research work in 2013 with the Electronic Roster Task Force (ERTF), and the work to get legislation passed to use technology in the polling place. Voters, elections judges and administrators have come to rely on pollpads. The pollpad has built in efficiencies and securities. A voter will not be able to vote in the incorrect polling place because the precinct finder

is programmed to provide the correct location, if there is a challenge to a voter record there are step by step instructions on how to handle the challenge and if a voter is registering for the first time on election day the voter registration application is broke into sections so the election judge and the voter complete all of the required sections. State law allows administrator six weeks to post voting history and do the data entry of voter registration applications from election day. Pollpads allow us to complete this work within two weeks, meeting state law and providing confidence to our voters of Ramsey County. KNOWiNK is the only pollbook vendor for most of the 87 counties in Minnesota. The voters of Ramsey County have come to expect the efficiencies, security, and ease of checking in to vote. Ramsey County Elections Services has collaborated with IS Security, IS Infrastructure, and have done a physical and cyber review with the Department of Homeland Security. In addition, work closely with IS Security to evaluate any risks and work to identify any potential gaps. Ramsey County is a leader in elections. Not having the pollpads available will create uncertainty with voters, a negative public perception and will take away efficiencies that our office has come to rely on.

**5.**

What other contractors and/or goods or services did you consider before you arrived at your conclusion? List all findings.

Pollpads were piloted in 2013, when the legislature convened an Electronic Roster Task Force (ERTF). Ramsey County participated in this task force and pilot. The task force focused on different pollpad functionality, security, certification, functionality with the Statewide Voter Registration System (SVRS), and worked in collaboration with MN.IT, Secretary of State’s office and county participants. Ramsey County reported back to ERTF on programming, deployment, vendor relationships, public relations, polling place communication and training. Ramsey County worked with three vendors, ES&S, Hart and KNOWiNK. At the completion of the pilot with these three vendors our office submitted a report to the ERTF outlining our experience with the different pollpad solutions. KNOWiNK is the only competitive vendor that can meet the security requirements, technical requirements, and statute. As the only vendor available for Minnesota, we have a collaboration with other counties to ensure programming meets the administrative needs and the voter needs. Additionally, it allows for user groups with in the 87 counties to create best practices, meet with the vendor and to share training, deployment, and updates.

**6.**

List previous solicitations and/or contracts for these goods or services:

The County utilized a State of Minnesota Cooperative Contract in 2019 with Knowink, State Contract release V-55(5);(C-S134293). The state contract does not negotiate license agreements, and therefore, the county negotiated the license agreement and amendment with Knowink and completed the direct purchase via a Purchase Order.

**7.**

Explain how the contractor's cost is fair and reasonable.

During the Electronic Roster Task Force (ERFT) efforts, Ramsey County considered all vendor solutions, expenses, replacement of hardware and the peripherals. The hardware cost for a Microsoft or Apple product are almost identical. The replacement schedule for both types of hardware would be the same. When the implementation of pollpads began, costs were phased and not all units will need to be replaced at the same time. It was suggested that our office follow the same replacement schedule Ramsey County has for technology which is every five years. This schedule also follows our replacement schedule for our voting system. The hardware (iPad) cost is competitive with retail and government pricing. The peripherals are off-the-shelf which allow for the most current technology available.

iPad Wifi 64GB      KNOWiNK.....\$300.00

iPad Wifi 64GB      County Hardware Purchase from Apple.....\$299.00

**8.**

Are there any conflict of interest that you are aware of related to this proposed acquisition? No

**9.**

Single Source - Obtain any documentation stating the work to be performed, proposal, quote/invoice. Documentation may be attached and forwarded to the Procurement Specialist.

**10.**

Yes, I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: FOUATEE.YANG

Date: February 13, 2023

-----

**Procurement Specialist Section**

1. Is there a State Master contract available to CPV members for this purchase?  Yes  No

2. If yes, did the Department consider using the State Master contract?  Yes  No  N/A

3. Is this a single source or sole source purchase?

No Provide information about other available sources for the requested good or service (e.g., Master Agreement, names of contractors) and a solicitation recommendation.

Yes State justification for single source or sole source classification:  
The County has been using KNOWiNK since 2013 and has performed pilot studies utilizing the other 2 firms that were also on the previous State contract. The Elections Department is requesting to stay with the existing vendor due to their experience and knowledge they have gained, along with their unique talents, to allow the county to advance important county initiatives while saving the county time and money. I concur with this single source request.

Yes I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: Karen Bollinger  
Title: Principal Procurement Specialist  
Date: 3/28/2023



## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Property Tax, Records and Election Services, 90 West Plato Boulevard, Saint Paul, MN 55101 ("County") and KNOWiNK, LLC, 460 N. Lindbergh Boulevard, Saint Louis, MO 63141, registered as a S Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from October 17, 2023 through October 18, 2026 and may be renewed for up to two (2) additional three year period(s).

The full term of this agreement (including renewals) is 9 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

Contractor will provide the County with their electronic roster software and equipment that have been certified for use by Minnesota Secretary of State pursuant to Minnesota Statutes § 206.805. The Contractor’s electronic roster system, KNOWiNK Poll Pad System (“System”, “Electronic Poll Pad System”, and “Poll Pad System”) consists of Software and Hardware components that may be purchased or leased. The Software includes backend election management operating software, Epulse, and tablet software application branded as Poll Pad (both of which are “Software”) configured to support the electronic roster list creation of voters for use during elections. The Hardware includes devices and equipment that make up the physical aspect of the Poll Pad System (e.g. electronic poll pads device or unit, scanners, printers, routers, chargers, batteries, and related system peripherals).

**2.1.1.** As part of the Poll Pad System, the Contractor shall provide an annual maintenance and support services (“Support Services”) that includes, but is not limited to, implementation, modifications, updates to software and firmware, and upkeep to maintain efficient operating condition. These services and other professional services are detailed in the Master Software License, Services, and Lease Agreement (“MSLA”), attached hereto, and incorporated into this Agreement as Attachment A. Contractor shall provide additional professional services on an as needed basis as indicated in Command Central Service Provider Agreement, attached herein as Attachment B.

**2.1.2** Contractor shall adhere to the Hosting and/or Cloud Services and Security Standards (“Hosting Security Exhibit”), attached herein and incorporated as Exhibit 1.

**2.1.3.** If a conflict occurs between the terms of this Professional Services Agreement and any terms in any attachment, the terms in this Professional Services Agreement shall prevail. For the avoidance of doubt, the order of governance shall be:

- Professional Services Agreement (“PSA”)
- Exhibit 1 – Ramsey County Hosting Security Exhibit
- Exhibit 4 - 2016 Electronic Roster Guide
- Exhibit 2 – Poll Pad Acceptance Testing Criteria and Certificate of Acceptance Exhibit

Exhibit 3 – Confidentiality Agreement Exhibit  
Attachment A – Master Software License, Services, and Lease Agreement (“MSLA”)  
Attachment A-1 – Customer Pricing  
Attachment B – Command Central Service Provider Agreement

**2.2**

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

**2.3**

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

**2.4.**

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

**3. Schedule**

The Contractor shall provide services as indicated in Attachment A MSLA, and shall provide services as and if requested by the County described in Attachment A-1 Cost Pricing, it being understood that the County might not purchase any services other than the annual software maintenance and support under this Agreement.

**4. Cost**

**4.1.**

The County shall pay the Contractor the following unit rates:  
As described in Attachment A-1 Cost Pricing, attached and incorporated into this Agreement.

**4.1.1** The total contract shall not exceed the amount of \$1,141,052.00 over the life of the contract according to the agreed to rates.

**4.1.2** Attachment A-1\_ attached hereto sets forth the Contractor’s prices and options for all equipment and services that may be purchased by the County during the full term of the Agreement, including options to purchase, lease, and lease to purchase. Contractor will be required to submit an updated price schedule for the price sheets in Attachment A-1 for each optional renewal term exercised. Pricing will not change during the initial three-year term after the commencement date of the Agreement. Price changes will only be granted with written approval from the County. The maximum increase in prices on products, services, licenses, maintenance, spare parts, on-site technical support may not exceed an aggregate of more than 3% per each three-year period. Contractor shall provide a price sheet for additional equipment, services, parts and supplies at the request of the County.

**5. Special Conditions**

**5.1. Acceptance Testing**

As a part of the acceptance testing process for any purchased or leased electronic poll pad unit, the Contractor will install the Poll Pad application software on the pollbook tablet and pair the tablet with the printer at the County’s election warehouse or other location selected by the County.

All hardware and software for a pollbook will be configured for communications with the version of ePulse connectivity software installed at the County.

**5.1.1.** Upon delivery of the Poll Pad Units, the County will perform an acceptance test on each Unit. Any Poll Pad Unit that does not pass the acceptance test will be returned to the Contractor at the Contractor's cost. The County will have 10 business days after receipt of each shipment of Poll Pad Units to complete acceptance testing for that shipment. The County will provide the Contractor with a detailed description of each hardware or software element not passing acceptance testing. The Contractor will have 15 business days after the conclusion of each round of acceptance testing to replace any element of the system not passing acceptance testing. All system elements not passing the County's acceptance testing process will be replaced at the expense of the Contractor. Shipment of replacement or repaired Poll Pad Units or other components from the Contractor to the County during the acceptance testing process will be at the expense of the Contractor. Upon receipt of the replacement Poll Pad unit, the County will perform an acceptance test on each Unit and follow the acceptance testing process.

**5.1.2.** The County's acceptance testing will consist of the following steps.

- a. Inventory of all components of an individual Poll Pad Unit;
- b. Verification that all components have been delivered and are in undamaged condition;
- c. Poll Pad tablet power-up;
- d. Poll Pad software application diagnostic test;
- e. Poll Pad application test;
- f. Test of nil peripheral hardware components;
- g. ePulse connection test; and
- h. Poll Pad - ePulse data import-export test.

Following each round of acceptance testing, the County will provide the Contractor with a written statement of acceptance for each Poll Pad Unit that has successfully completed testing using the Poll Pad Acceptance Testing Criteria and Certificate of Acceptance Exhibit, attached and incorporated into this Agreement as Exhibit B.

If the County elects to terminate the Agreement during the acceptance testing process, the County will receive a full refund of all funds paid to the Contractor for the equipment, purchased and/or leased, under the terms of this Agreement.

## **5.2. Confidentiality Agreement**

Contractor must agree to limit the use of any voter registration information to the programming and operation of electronic rosters by complying to the Confidentiality Agreement Exhibit, attached hereto and incorporated into this Agreement as Exhibit 3. Additionally, Contractor must agree to destroy all voter registration data it receives upon completion of their involvement in a specific election cycle.

## 6. Contracting for Equity

### 6.1

#### Commitment to Advancing Racial Equity

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

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

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

### 6.2

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

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

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

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

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

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

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

## 6.3 Equal Employment Opportunity and Civil Rights

### 6.3.1

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the

exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

### **6.3.2**

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

### **6.3.3.**

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

#### **6.3.3.1**

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

#### **6.3.3.2**

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

#### **6.3.3.3.**

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

## **6.4.**

### **Diverse Workforce Inclusion Resources**

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

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

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

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

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

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

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

### **7.1Payment**

#### **7.1.1.**

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

#### **7.1.2.**

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

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

#### **7.2.1**

The Contractor shall submit an invoice to include itemization of items/services and line item pricing to the County in accordance with Attachment A-1 Cost Pricing.

#### **7.2.2.**

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

#### **7.2.3.**

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

#### **7.2.4.**

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

#### **7.2.5**

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

**7.2.6.**

The Contractor shall comply with the requirements of Minnesota Statutes Section 471.425 subd.4a.

**7.3.**

**Independent Contractor**

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

**7.4.Successors, Subcontracting and Assignment**

**7.4.1.**

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

**7.4.2.**

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

**7.4.3.**

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

**7.5.Compliance With Legal Requirements**

**7.5.1.**

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

**7.5.2.**

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

**7.6.Data Practices**

**7.6.1.**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota

Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

**7.6.2.**

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

**7.6.3.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

**7.7.Security**

**7.7.1.**

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

**7.7.2.**

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

**7.7.3.**

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

**7.7.4.**

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

**7.7.5.**

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

**7.8. Indemnification**

**7.9.1.** 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.

**7.9. Contractor's Insurance**

**7.9.1.**

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

**7.9.2.**

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

**7.9.3**

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

**7.9.3.1**

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

**7.9.4.**

**Workers' Compensation**

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

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

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

**7.9.5.**

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

**7.9.6.**

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

**7.9.7.**

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.

**7.9.8.**

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

**7.9.9.**

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

**7.9.10.**

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

**7.9.11.**

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

### **7.9.12.**

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

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

### **7.10.Audit**

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

### **7.11.Notices**

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

**County:**

Contract Administration, 90 W. Plato Boulevard, Saint Paul, MN 55101

**Contractor:**

KNOWiNK, LLC, 460 N. Lindbergh Boulevard, Saint Louis, MO 63141

### **7.12.Non-Conforming Services**

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

### **7.13.Setoff**

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

### **7.14.Conflict of Interest**

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

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

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

### **7.16. Force Majeure**

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

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

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

### **7.18. Termination**

#### **7.18.1.**

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

#### **7.18.2.**

If 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.

#### **7.18.3.**

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

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

#### **7.19.1**

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

### **7.19.2**

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

### **7.20.**

#### **Warranty**

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

### **7.21.Infringement**

#### **7.21.1**

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

#### **7.21.2**

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

### **7.22.**

#### **Debarment and Suspension**

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

### **7.23.Alteration**

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

### **7.24.Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of

this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

## 8. Special Contract Terms and Conditions

**8.1.** CONTRACTOR represents and warrants that the Software, including but not limited to Poll Pad and Epulse, shall, at all times during this Agreement meet Minnesota Statutes§ 201.225, Electronic Roster Authorization, along with amendments thereto, and any other applicable federal or state laws, regulations or policies and procedures, including policies, procedures or guidance promulgated by the Minnesota Secretary of State.

**8.2.** Contractor shall follow technical requirements, functionality, and specifications as described in section 201.225 of the Minnesota Statutes and Administrative Rules of the Secretary of State, Chapter 8200, Voter Registration, that includes, but is not limited to the following list:

8200.3100  
8200.5100  
8200.5400  
8200.5500  
8200.9115  
8200.9940  
8220.0250

**8.3.** The Contractor shall be responsible to familiarize and incorporate all applicable sections including, but not limited to the entire section of 2.0 Statutory Requirements Overview and 3.1 Confidentiality Agreement, of the 2016 Electronic Roster Guide prepared by the Office of the Minnesota Secretary of State attached hereto as Exhibit 4 and incorporated as part of this Agreement.

**8.4.** In the event there are changes to the technical federal and/or state law which require the Contractor to update its electronic roster equipment in order to comply with such changes in law, the Contractor will provide such updates to the Contractor software and firmware at no additional charge to the County provided the County subscribes to and maintains an annual hardware and software maintenance and support agreement with the Contractor.

**8.5.** CONTRACTOR shall utilize Mobile Device Management (MDM) to deploy all Poll Pads. By using the MDM, iOS devices shall be programmed to lock down access on the device. MDM shall have the capability to, as directed by COUNTY, deny users access to install or uninstall applications or download any malicious software that could compromise the device. In addition, if lost or stolen, MDM shall have the capability to, as directed by COUNTY, track, locate, and remotely wipe a device including, but not limited to, removing and completely deleting all data stored on the e-Pollbook Tablet, blocking or prohibiting operation of Poll Pad and blocking or prohibiting access to the Cloud.

**8.6.** CONTRACTOR shall utilize Mobile Device Management (MDM) to remote access into Poll Pad units for Contractor's users, approved and authorized by Ramsey County Epulse administrator.

**8.7.** The County may terminate Contractor's remote access to the Poll Pad Units or related hardware at any time, for any reason. The County may also request that the Contractor terminate any and all access of any authorized users to the Poll Pad Unit(s), at any time for any reason.

**8.8.** The County reserves the right to remove any of the Contractor's personnel at the sole discretion of the County if it determined that such personnel is not familiar with County's election

process. The County reserves the right to request specific Contractor personnel be assigned to the project.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**20. Warranties.**

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

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

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

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

# 2016

## Electronic Roster Guide



Office of the Minnesota Secretary of State  
180 State Office Building  
100 Rev. Dr. Martin Luther King Jr. Blvd.  
St. Paul, MN 55155  
Phone: (651) 215-1440  
Toll Free: 1-877-600-8683  
Minnesota Relay Service: 1-800-627-3529  
Email: [elections.dept@state.mn.us](mailto:elections.dept@state.mn.us)  
Website: [www.sos.state.mn.us](http://www.sos.state.mn.us)

# Table of Contents

1.0 INTRODUCTION .....	2
1.1 INTRODUCTION .....	2
1.2 DESCRIPTION .....	2
1.2.1 PROS AND CONS .....	2
1.3 TIMELINE .....	3
2.0 STATUTORY REQUIREMENTS OVERVIEW .....	4
2.1 AUTHORIZATION .....	4
2.2 NOTIFICATION .....	4
2.3 TECHNOLOGY REQUIREMENTS .....	4
2.3.1 STATUTORY REQUIREMENTS .....	4
2.3.2 SECURITY REQUIREMENTS .....	5
2.3.3 ADDITIONAL COUNTY-SPECIFIC REQUIREMENTS .....	6
2.5 CERTIFICATION .....	7
2.5.1 CERTIFICATION TESTING .....	7
3.0 WORKING WITH THE VENDOR .....	12
3.1 CONFIDENTIALITY AGREEMENT .....	12
3.2 ITEMS TO PROVIDE TO VENDOR .....	14
3.2.1 SVRS-ELECTRONIC FILE SPECIFICATIONS DOCUMENT .....	14
3.2.2 CHALLENGE VOTER INSTRUCTIONS (AND SIMILAR JUDGE PROCESS FLOWS) .....	15
4.0 OVERVIEW OF THE ELECTRONIC ROSTER COUNTY-VENDOR PROCESS STEPS USING SVRS .....	16
4.1 PRE-ELECTION .....	16
4.2 ELECTION OCCURS .....	16
4.3 ELECTION DAY REGISTRATIONS .....	17
4.4 VOTING HISTORY .....	17
5.0 USING ELECTRONIC ROSTERS IN POLLING PLACE .....	18
5.1 EDR APPLICATIONS REQUIREMENT .....	18
5.2 EDR VOTER SIGN-IN LABEL SHEETS .....	19
5.3 ELECTION DAY ELECTRONIC ROSTER BACK-UP REQUIREMENT .....	21
6.0 APPENDIX .....	25
UPLOADING EDR FILES .....	26
UPLOAD EPOLLBOOK VOTER HISTORY FILES .....	27
POSTING EPOLLBOOK VOTER HISTORY .....	28
EPOLLBOOK – SVRS FILE SPECIFICATIONS .....	29
VOTING HISTORY FILE SPECIFICATIONS .....	30
EDR FILE SPECIFICATIONS .....	32
UPLOAD FILE FORMAT ERRORS AND REJECT CONDITIONS .....	37
EPOLLBOOK REAL TIME ROSTER FILE EXPORT .....	38
EPOLLBOOK ROSTER SUPPLEMENT: ACCEPTED BALLOTS FOR REGISTERED VOTERS .....	40
EPOLLBOOK ROSTER SUPPLEMENT: ACCEPTED BALLOTS FOR ELECTION DAY REGISTRANTS .....	42
REFERENCE: SVRS EXPORTS FOR EPOLLBOOK: TYPE CODES .....	44
PRECINCT FINDER .....	45
PRECINCT FINDER WITH POLLING PLACE .....	46
PRECINCT FINDER AND UPCOMING ELECTIONS .....	47
POLLING PLACE LIST FOR ELECTION .....	49
ROSTERS IN ELECTION FOR EXCEL .....	51
ROSTERS NEEDING REPRINT OR NEW FILE .....	52

# 1.0 INTRODUCTION

## 1.1 Introduction

In 2013 an electronic roster pilot project was established to examine and test the use of epollbooks in Minnesota polling locations. In 2014, an expanded pilot project was established to test epollbooks in a high turnout election.

In the 2014 omnibus elections bill (chapter 288) the legislature authorized counties, cities and municipalities to use electronic rosters for any election.

## 1.2 Description

Electronic rosters, also known as electronic poll books or epollbooks, are an electronic version of the paper polling place roster. This guide will give an overview of the statutes authorizing and governing the use of electronic rosters, provide guidelines for working with a vendor to ensure all needs are met, and explain the process of setting up electronic rosters with SVRS, using electronic rosters in the polling place, and transferring data from electronic rosters to state systems.

Electronic Rosters can be used for:

- Election day registration
- Processing preregistered voters
- Both election day registration and processing preregistered voters.

This guide is designed to aid jurisdictions that are considering using electronic rosters for the first time. As equipment and processes may vary between jurisdictions, jurisdictions will need to develop their own procedures and materials to address jurisdiction specific issues.

### 1.2.1 Pros and Cons

Pros:

- Electronic rosters are designed to make the process of checking in voters at the polls fast and easy.
- Easier to post rosters after an election.
- More accurate voting history.
- Queue up EDR files electronically, for faster SVRS input.

Cons:

- There is a significant cost to purchasing the equipment.
- Specialized training is required, and may have to be developed by the county.
- May be minimal economic benefit for smaller counties.

## 1.3 Timeline

The following calendar highlights dates specific to the use of electronic rosters for the 2016 election cycle. Complete election calendars are available at <http://www.sos.state.mn.us>.

Date	
<b>Wed, May 11, 2016</b>	<b>90-day notice (Primary, or both Primary and General)</b>
<b>Fri, Jul 8 (Sun Jul 10)</b>	<b>30-day certification (Primary, or both Primary and General)</b>
<b>Fri, Jul 8 (Sun Jul 10)</b>	<b>Fri, Jul 8 (Sun Jul 10)</b>
	Select Primary print preferences and exclude districts in SVRS
	Run Rosters in Election report/provide roster IDs to epollbook programmer/vendor
	Provide report and precinct finder files to epollbook programmer/vendor
<b>Wed, Jul 20</b>	Roster/Greeter generation for Primary may begin--ePollbook roster file extracts available
	Run ePollbook Real-time Roster File Extract and provide to vendor
<b>Wed, Jul 20-Aug 9</b>	<b>Only If</b> SVRS rosters for primary are regenerated, run Roster ID Changes report and provide any new roster IDs to vendor; must rerun (replace existing) relevant roster file extract(s)
	Print Greeters List materials for paper backup process
<b>Tue, Aug 9</b>	<b>Primary Day</b>
	Back up process must be available (paper-greeter)
<b>Wed, Aug 10</b>	<b>90-day notice (General only)</b>
<b>Wed, Aug 10</b>	May begin EDR upload processing and voter history upload processing in SVRS. <ul style="list-style-type: none"> <li>•Run EDR/PVH Statistics for Election report to verify the posted voter history (PVH) counts.</li> <li>•Run ePollbook Files for Election report to verify queued and processed EDR counts.</li> </ul>
<b>Fri, Oct 7 (Sun Oct 9)</b>	<b>30-day certification (General only)</b>
	Select election print preferences in SVRS
	Run Rosters in Election report and provide roster IDs to epollbook programmer/vendor (can be run any time after election is active)
	Provide report and precinct finder files to epollbook programmer/vendor
<b>Wed, Oct 19</b>	Roster/Greeter generation may begin--ePollbook File Extracts available
	Run ePollbook Real-time Roster File Extract and provide to vendor
<b>Wed, Oct 19-Nov 7</b>	<b>Only If</b> SVRS rosters are regenerated, run Roster ID Changes report and provide any new roster IDs to vendor; must rerun (replace existing) relevant roster file extract(s)
	Print Greeters List materials for paper backup process
<b>Tue, Nov 1</b>	AB Supplements Files or paper reports available--run as needed
<b>Tue, Nov 8</b>	<b>General Election</b>
	Back up process must be available (paper-greeter, other)
<b>Wed, Nov 9</b>	May begin EDR upload processing and voter history upload processing in SVRS. <ul style="list-style-type: none"> <li>•Run EDR/PVH Statistics for Election report to verify the posted voter history (PVH) counts.</li> <li>•Run ePollbook Files for Election report to verify queued and processed EDR counts.</li> </ul>

## 2.0 STATUTORY REQUIREMENTS OVERVIEW

### 2.1 Authorization

M.S. 201.225 Subdivision 1

A county, municipality, or school district may use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters. An electronic roster must comply with all of the requirements of this section. An electronic roster must include information required in section 201.221, subdivision 3, and any rules adopted pursuant to that section.

### 2.2 Notification

M.S. 201.225 Subdivision 6

A county, municipality, or school district that intends to use electronic rosters in an upcoming election must notify the Office of the Secretary of State at least 90 days before the first election in which the county, municipality, or school district intends to use electronic rosters. The notification must specify whether all precincts will use electronic rosters, and if not, specify which precincts will be using electronic rosters. The notification is valid for all subsequent elections, unless revoked by the county, municipality, or school district. If precincts within a county, municipality, or school district that were not included in the initial notification intend to use electronic rosters, a new notification must be submitted.

Note that notifying the Office of the Secretary of State that a jurisdiction plans on using electronic rosters is not the same as certification that electronic rosters meet all security and technical requirements. Please refer to **2.5 Certification** on page 7 for additional information on certification.

### 2.3 Technology Requirements

Minnesota statutes establishes technology requirements for electronic rosters to be used in Minnesota elections. The Office of the Secretary of State has developed additional security requirements. A county using electronic rosters should also develop their own technology requirements, catered to the equipment used and county specific processes.

#### 2.3.1 Statutory Requirements

Electronic rosters must meet technology requirements as set by Minnesota Statutes 201.225 Subd. 2.

##### **Before election:**

Unless an electronic roster is used only for election day registration, the device must have the capability of accepting voter registration data in the format prescribed by the office of the secretary of state (page 14). This data must only contain information on preregistered voters within the precinct. It cannot contain preregistered voter data on voters registered outside of the precinct. (MS 201.225 Subd. 2 (1), (10))

The electronic roster may only be networked within the polling location on election day, except for the purpose of updating absentee ballot records. (MS 201.225 Subd. 2 (11))

Additionally, The Office of the Secretary of State in consultation with MN.IT has established minimum security, reliability, and networking standards. Counties certify that these standards are met as part of the certification process laid out in 2.5.1 (page 8). (MS 201.225 Subd. 2 (12))

**During election:**

The device must have the capability to locate a registered voter's record or create a printed voter registration application for unregistered voters. Voter record search and voter registration application creation may be through manual entry, or by scanning a Minnesota DL or ID card. (MS 201.225 Subd. 2 (3))

If the electronic roster is being used for election day registrations, the electronic roster must allow an election judge to update data populated by scanning a Minnesota driver's license or ID card and cue election judge to ask for required information not on DL. (MS 201.225 Subd. 2 (4), (5))

For the purpose of creating a printed voter registration application, the electronic roster may create a completed voter registration application, label(s) that may be affixed to a voter registration application, or some combination of the two (page 19). (MS 201.225 Subd. 2 (3))

If the voter has provided information that indicates that the voter is not eligible to vote, has already voted in that precinct, has a challenged status, or resides in a different precinct, the electronic roster must alert the election judge. (MS 201.225 Subd. 2 (6),(7))

The electronic roster must be capable of providing to the election judge a voter's correct polling place; and, unless the electronic roster is only being used for election day registrations, provide instructions for resolving any challenges. (MS 201.225 Subd. 2 (13), (8))

The electronic roster must provide for a printed voter signature certificate, containing the voter's name, address of residence, date of birth, voter identification number, the oath required by section 204C.10, and a space for the voter's original signature. (MS 201.225 Subd. 2 (9))

The printed voter signature certificate can be either a printed form or a label printed with the voter's information to be affixed to the oath. (MS 201.225 Subd. 2 (9))

**After election:**

The Electronic Roster must have the capability of exporting data in the format prescribed by the office of the secretary of state (page 14). (MS 201.225 Subd. 2 (2))

**2.3.2 Security Requirements**

As required by MS 201.225 Subd. 2 (12), the Office of the Secretary of State in consultation with MN.IT has created a list of minimal security standards for electronic rosters. These standards have been set to ensure the safety of voter data. These are minimum security requirements. The county may wish to enact stricter requirements. Remember to add any county-specific security requirement to the county's request for proposal (RFP).

**Management Controls**

Provide training materials to election judges at each polling location regarding ensuring security of computer and data. This could consist of:

- User training on what to do in case of lost or stolen electronic roster
- User training on not attaching storage devices, such as thumb drives, to the computer other than those needed for the operation of the electronic roster
- User training to lock computer screen when not in use or always have user in location of electronic roster

## Technical Controls

Data transmission minimum controls:

- Communications between the polling location computer and the remote computer systems storing the electronic roster information must be encrypted and provide for authentication
- AES 256 bit or higher strength NIST complaint encryption
- A site to site, IPSec, or SSL VPN type solution should be implemented for connection and communication to ePolling servers. No other internet or local type network access should be configured. All communications from the polling location computer should be limited and controlled to only being able to access the remote computer systems that store the electronic roster information
- All files transferred should be integrity checked by usage of a hash checksum

Polling location workstation minimum controls:

- Require authentication via VPN before granting access to the destination server
- Harden workstation to CIS Benchmark Level-2 for the identified OS
- Configure workstation for single purpose functionality and remove polling user's ability to access and use administrative capabilities (e.g. remove IE, start menu, etc. and only allow access to electronic roster application and secure file transfer capability)
- Disable Infra-Red and Bluetooth capabilities if not needed for electronic roster use
- If Bluetooth is used for electronic roster functionality, NSA standards must be followed as appropriate
- Block the USB drive capability while still allowing for the use of USB mice, keyboards, AB updates, and printers
- Implement full disk encryption, AES 256 Bit or higher NIST certified to meet FIPS 140-2 standard level 2
- Configure workstation to enforce strong complex passwords
- Configure screen lockout after predetermined amount of inactivity
- Ensure security patches and updates are current
- Implement personal firewall to only allow outbound access to the remote computer systems that store the electronic roster information. Block all inbound access to the computer
- Implement host based intrusion prevention to block and log events that are unusual; identified events need to be reported and investigated
- Implement anti-malware software and ensure it is updated
- Securely wipe workstation after completion of use in polling location

**Vendor location minimum controls:**

- electronic roster data must be encrypted while stored within dedicated infrastructure
- Vendor infrastructure and operations meet standards that align with NIST

### 2.3.3 Additional County-Specific Requirements

Note that the requirements above are minimum requirements. Counties should consult their IT departments to develop their own requirements that are above and beyond those required by Minnesota statutes and the Office of the Secretary of State. It is suggested that these requirements be included in any contracts made with the electronic roster vendor.

The jurisdiction should devise its own policies on how to keep data secure when loading and exporting information and how to protect private data. The jurisdiction should also develop a testing checklist to ensure equipment meets their requirements.

Remember to add any county specific requirement to the county's RFP.

## **2.5 Certification**

Thirty days before each election in which the county, municipality, or school district intends to use electronic rosters, counties are required to submit a certification that the equipment being used meets all security and technical requirements set out in M.S. 201.225. If electronic rosters are to be used for both the general and primary elections, and the electronic roster software is not updated between elections, one certification, 30 days before the primary, is sufficient.

### **2.5.1 Certification Testing**

The following checklist is designed to ensure an electronic roster meets all requirements as laid out in M.S. 201.225 Subd.2

The jurisdiction should be able to check off all items before submitting certification. Either the county IT staff can assist in reviewing the requirements, or the vender can certify to the county that all requirements are met.

## Electronic Roster for Pre-Registered Voters – Certification Checklist

County: \_\_\_\_\_

Vendor/Product: \_\_\_\_\_

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

- Able to be loaded with pre-registered voter data from electronic file in format prescribed by OSS
- Contains only pre-registered voters from precinct
- Only networked within the polling place on election day
  - (possible exception for purposes of updating AB records)
- Meets minimum security reliability and networking standards established by OSS/MNIT
  - (TBD –Insert when available)
- Any Voter, verify Name, Address, Voter ID number, DOB, School District matches roster
- Challenge Postal Return, Voter \_\_\_\_\_
- Challenge Voted Out of Precinct, Voter \_\_\_\_\_
- Challenge AB Address, Voter \_\_\_\_\_
- Challenge Felony, Voter \_\_\_\_\_ AB on signature line, Voter \_\_\_\_\_
- See ID on signature line, Voter \_\_\_\_\_
- Total Pre-Registered Voters for precinct is correct
- Voter record can be searched and retrieved by scanning or swiping a MN Driver’s License or MN ID card
  - Alerts election judge if address on DL/ID is different than address on voter record but allows election judge to override the alert (i.e. DL may use AV instead of AVE)
- Voter record can be searched and retrieved by manually entering data
- Provides a printed voter’s signature certificate (or label), containing the voter’s name, address of residence, date of birth, voter identification number, M.S. 204C.10 oath, and space for the voter’s original signature
  - Material will remain legible through the retention period
- Immediately alerts election judge if pre-registered voter has already voted by AB
- Immediately alerts election judge if pre-registered voter has already voted in the polling place
- Immediately alerts election judge if pre-registered voter has already voted as an election day registrant in the precinct
- Provides immediate instructions for resolving each of the types of challenges listed above
- Allows for election judge to manually (or from electronic file) add AB for a pre-registered voter (AB process for ABs accepted after rosters printed)
- Capable of providing voters correct polling place (precinct finder)
- Allow for voting history data to be exported in a file format prescribed by the secretary of state
  - Allow for the data to be exported in a file format prescribed by the secretary of state
    - File name consists of **file type code**, **election date** and **roster ID**.
  - (e.g. **220141104123456.txt**) **\*\* Where the rosterID for the file is 123456\***

## Electronic Roster for Election Day Registration – Certification Checklist

County: \_\_\_\_\_

Vendor/Product: \_\_\_\_\_

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

- Only networked within the polling place on election day
  - (possible exception for purposes of updating AB records)
- Meets minimum security reliability and networking standards established by OSS/MNIT
  - (TBD –Insert when available)
- Allow for Election day registrant data to be entered manually
- Allow for Election day registrant data to be entered by scanning a MN Driver's License or identification card to populate the data in a MN voter registration application. Cues election judge to ask for and input non-populated data from voter.
- Allows for election judge to edit data that was populated by a scanned DL (i.e input an address different from what is on the DL/ID card).
- Allows for each of the valid proofs of residence to be selected
  - MN Driver's License or MN ID or Receipt
  - Prior Registration in Precinct
  - Notice of Late Registration
  - Tribal ID
  - Student ID; Name on Housing List
  - Witness/Voucher
  - Bill with Driver's License or State ID
  - Bill with Passport
  - Bill with Military ID
  - Bill with Student ID
  - Bill with Tribal ID
- Provides for the MN voter registration application (or labels) to be printed and signed and dated by voter.
  - Printed application data matches data input and is in proper field on the form.
  - Prints back side or county provides paper with back side pre-printed
  - Material will remain legible through the retention period
- Provides a printed voter's signature certificate (or label), containing the voter's name, address of residence, date of birth, voter identification number, M.S. 204C.10 oath, and space for the voter's original signature
  - Material will remain legible through the retention period
- Immediately alerts election judge if the election day registrant has already completed an EDR in the polling place and voted
- Immediately alerts election judge if the election day registrant has already voted as a pre-registered voter in the precinct either as an AB or in the polling place
- Immediately alerts election judge if the election day registrant's registration status is challenged
- Immediately alerts election judge if the residence address provided is not within the precinct, but allows election judge to override the alert (i.e. precinct finder range needs to be expanded)
- Immediately alerts election judge cannot proceed if U.S. Citizen or the at least 18 questions marked as No
- Immediately alerts election judge if DOB provided is less than 18
- Capable of providing voters correct polling place (precinct finder)
- Allow for the data to be exported in a file format prescribed by the secretary of state
  - File name consists of **file type code**, **election date** and **roster ID**.

(e.g. 120141104123456.txt) **\*\* Where the rosterID for the file is 123456\*\***

- Exported data matches data input & printed application
- Exported data contains the correct proof of residence as noted above



Office of the Minnesota Secretary of State

CERTIFICATION THAT ELECTRONIC ROSTERS TO BE USED MEET M.S. 201.225 REQUIREMENTS

Instructions

This form is designed for counties, municipalities, or school districts to give the required certification that electronic rosters meet all requirements in Minnesota Statutes 201.225. This must be certified to the Office of the Secretary of State at least 30 days before the election that electronic rosters are to be used. The completed form should be returned to the Office of the Secretary of State via email (elections.dept@state.mn.us), fax (651-296-9073) or mail (180 State Office Building, 100 Rev. Dr. Martin Luther King, Jr. Blvd., Saint Paul, MN 55155). (Minnesota Statutes 201.225)

Jurisdiction Information

Jurisdiction Name [text box]

Jurisdiction Type [radio] County [radio] Municipality [radio] School District

Certification

The above-named jurisdiction hereby certifies to the Office of the Secretary of State that the electronic rosters to be used at the upcoming election to be held on [text box] meet all of the requirements in Minnesota Statutes 201.225.

The following electronic rosters will be used:

Vendor Name/Model [text box]
Used in these precincts [text box]

Vendor Name/Model [text box]
Used in these precincts [text box]

Vendor Name/Model [text box]
Used in these precincts [text box]

Signature

Name [text box] Title [text box]
Signature [text box] Date [text box]

Revised 7/2014

## **3.0 WORKING WITH THE VENDOR**

This section will provide a list of items to present to a vendor to ensure that data is exported in a file format that is compatible with the Statewide Voter Registration System, and that security requirements regarding the safeguarding voter data are met.

### **3.1 Confidentiality Agreement**

Election data is a mix of public and private data with specific rules about how that information can be shared and used. Before providing any data to the electronic roster vendor ensure that the vendor agrees to limit the use of any voter registration information to the programming and operation of electronic rosters. Additionally, the vendor must agree to destroy all voter registration data it receives upon completion of their involvement in a specific election cycle.

The following is an example only. The jurisdiction should review language with their own legal advisor.

# Example Confidentiality Agreement

## 1. Voter Registration Information.

The county of \_\_\_\_\_ (“County”) proposes to disclose voter registration information to \_\_\_\_\_ (Recipient). Minnesota Statute 201.091 classifies some voter registration information as public only for uses related to elections, political activities, or in response to a law enforcement inquiry from a public official. All other voter registration data is classified as private.

## 2. Recipient's Obligations.

Recipient agrees that the voter registration information is only to be used for the purposes of programing and operating electronic rosters, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the voter registration information received from the County to any other party whatsoever except with the specific prior written authorization of the County. Recipient also agrees to securely destroy the information once the vendor’s involvement in the current election cycle is complete.

## 3. Government Data Practices

The Recipient and County must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Recipient under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data governed by the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, by either the Recipient or the County.

If the Recipient receives a request to release the data referred to in this clause, the Recipient must immediately notify and consult with the County as to how the Recipient should respond to the request. The Recipient’s response to the request shall comply with applicable law.

\_\_\_\_\_  
Recipient

County of \_\_\_\_\_

\_\_\_\_\_  
Signature                      Date

\_\_\_\_\_  
Signature                                              Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
County Auditor Printed Name

\_\_\_\_\_  
Title

## **3.2 Items to provide to vendor**

The Statewide Voter Registration System (SVRS) uses specific file formats when importing and exporting voter registration data. Electronic rosters must be programmed to accept data as produced by SVRS and must export files in the prescribed format.

### **3.2.1 SVRS-Electronic File Specifications Document**

The SVRS-Electronic File Specifications Document prescribes file formats to be exported from and uploaded to the Statewide Voter Registration System. If the format given is not used, files will not be recognized by the system and will result in partial or non-existent records.

This is a list of file formats prescribed by the SVRS-Electronic File Specifications Document. The full SVRS-Electronic File Specifications Document and example files can be found in the appendix.

#### **Voting History File:**

Gives voting history to voter records in SVRS. To be accepted by SVRS, each voter record must contain all fields, even if no voter history data is provided.

#### **EDR File:**

Queues Election Day Registration information into SVRS for counties to process. Electronic rosters must supply all data captured. SVRS will accept files with incomplete data.

#### **Upload File Format Errors and Reject Conditions**

Outlines reasons for errors in or rejections of uploaded files.

#### **ePollbook Real Time Roster File Export**

Outputs a txt file of election roster records. Counties provide the file to the vendor/ePollbook programmer for use in creating ePollbook election rosters.

Counties may generate the ePollbook Real Time Roster File Export report on demand any time after the voter registration cut-off date for the election has passed and the county has generated rosters in SVRS.

#### **ePollbook Roster Supplement: Accepted Ballots for Registered Voters**

Outputs txt files that may be used to update accepted ballot notations (A.B. / M.B.) for voter records already included in ePollbook Rosters. Counties provide the file to the vendor/ePollbook programmer for use in adding accepted ballot notations to records in an already created ePollbook election roster.

Counties may generate the ePollbook Roster Supplement report on demand any time after the voter registration cut-off date for the election has passed and the county has generated rosters in SVRS.

#### **ePollbook Roster Supplement: Accepted Ballots for Election Day Registrants**

Outputs a txt file that includes voters who registered to vote via the absentee ballot process, are not on the roster for the precinct, and have accepted ballots in the precinct.

Election judges in the precinct use this information to identify election-day registrants who have already voted by absentee ballot.

#### **Precinct Finder**

Displays street ranges in a selected jurisdiction for the purpose of identifying the precinct, school district, and other districts associated with a specific address in the jurisdiction. Counties provide the file to the vendor for use in ePollbook set up.

The report can be used in conjunction with the Polling Place List for Election report to identify the correct polling place for a specific address.

### **Precinct Finder with Polling Place**

Displays polling places specifically designated as a school district polling place. The report displays polling places based on polling place status and polling place assignment.

Includes all the address ranges for the selected jurisdiction at the address range level.

### **Precinct Finder and Upcoming Elections**

Shows address ranges and the corresponding upcoming elections involving the address range.

Address ranges with multiple upcoming elections will appear on the report multiple times.

### **Polling Place List for Election**

Displays polling places that are associated with a specific upcoming election or multiple elections occurring on a specific upcoming date. Counties provide the file to the vendor for use in ePollbook set up.

The report can be used in conjunction with Precinct Finder Report to identify the correct polling place for a specific address.

### **Rosters in Election for Excel**

Displays all rosters for all elections in the county occurring on the specified election date and displays the rosters to which precinct(s) are assigned based on SVRS roster logic.

### **Rosters Needing Reprint or New File**

Used to inform county users and ePollbook vendors or programmers of changes that affect rosters and Roster IDs. Counties may generate the report any time after the election has been activated.

For elections that require districts in the election to be confirmed in SVRS (odd year elections and certain special elections), counties should run the report only after the county has already confirmed districts and checked the "Ready to Assign Voters" checkbox on the election.

The report should be run again as needed if roster changes have been made in SVRS.

## **3.2.2 Challenge voter instructions (and similar judge process flows)**

Electronic roster must supply the election judge with language for challenged voters. The county is responsible for providing the vendor with the language to be displayed on the device.

# 4.0 Overview of the Electronic Roster County-Vendor Process Steps Using SVRS

## 4.1 Pre-Election

1. County runs the Rosters in Election report and provides it to vendor or programmer for use setting up electronic rosters. This report is available as soon as the election is activated in SVRS and contains Roster IDs needed for naming electronic rosters upload files. (See ePollbook-SVRS File Specifications for file naming format (page 14).)

The vendor or programmer uses the Rosters in Election report for EDR electronic rosters file setup, and to identify precinct and roster IDs to be included in the election. (Note that Roster IDs are subject to change--see # 4, below.)

If the jurisdiction is using electronic rosters for pre-registered voters, the jurisdiction can alternatively use the electronic rosters Real Time Roster File Extract (see # 3, below) to get information for EDR set up.

If a county uses electronic rosters for any part of the county, the county must print their own rosters for any portion of the county not using electronic rosters.

2. After SVRS has generated the rosters (following the pre-registration cutoff), and voters are assigned to rosters in SVRS, the county runs the epollbook Real Time Roster File Extract and provides to vendor/programmer.

- a. Report can be used for both pre-registered and EDR electronic rosters setup (see # 1 above). This report can be run county-wide or by individual precinct. Note that rosters with 0 voters will be included in the county-wide electronic rosters Real Time Roster File Extract.

3. Vendor/Programmer uses extract files for setup of pre-registered voters.

4. County runs Rosters Needing Reprint or New File report to identify roster changes and County reruns Rosters in Election excel report as needed to get corrected RosterIDs. For any affected rosters:

- a. County reruns electronic rosters Real Time Roster File Extract report
- b. (If changes are accepted ABs only, then county user may alternatively run electronic rosters Roster Supplement: Accepted Absentee Ballots for Registered Voters export report for use in updating voters on existing electronic rosters.)

5. County runs electronic rosters Roster Supplement: Accepted Ballots for Election Day Registrants export report which can be used by vendor/programmer to identify accepted ballots in electronic rosters for voters that are not on roster.

## 4.2 Election Occurs

1. Modified greeter's list must be available as paper backup in polling place

2. If electronic rosters are not working, use greeter's list information in conjunction with paper sheets containing the roster oath. Transfer voter identification information onto the sheet and allow the voter to sign

### **4.3 Election Day Registrations**

1. Vendor/County produces a separate EDR file for each roster that has at least one EDR. (See file format specification.)
2. County uploads EDR files using SVRS and verifies the queued count is as expected. (Queued = EDR Count)
3. County processes EDR records in SVRS. (See SVRS user documentation, Processing Uploaded EDRs.)
4. County runs ePollbook Files Uploaded report to verify that processed count is as expected. (EDR Processed + EDR Removed = EDR Count)
5. County runs EDR/PVH Statistics report to verify counts of EDR input for each precinct

### **4.4 Voting History**

1. Vendor/County produces a separate voting history file for each roster that has at least 1 pre-registered voter. (See file format specification.)
2. County uploads voting history files using SVRS. (See SVRS user documentation, Uploading Electronic Rosters Voter History.)
3. County reviews and processes voting history records in SVRS. (See SVRS user documentation, Uploading electronic rosters Voter History and Posting Voter History.)

## 5.0 Using Electronic Rosters in Polling Place

The electronic roster must provide for a printed voter signature certificate, containing the voter's name, address of residence, date of birth, voter identification number, the oath required by section 204C.10, and a space for the voter's original signature. The printed voter signature certificate can be either a printed form or a label printed with the voter's information to be affixed to the oath.

### 5.1 EDR applications requirement

For the purpose of creating a printed voter registration application, the electronic roster may create a completed voter registration application, label(s) that may be affixed to a voter registration application, or some combination of the two.

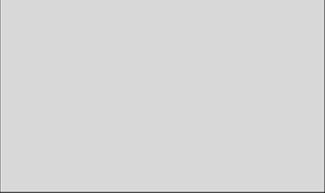
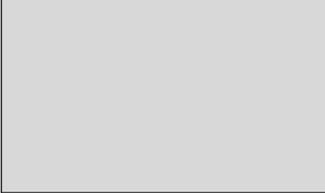
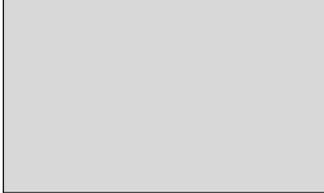
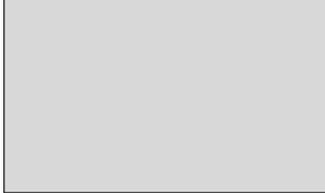
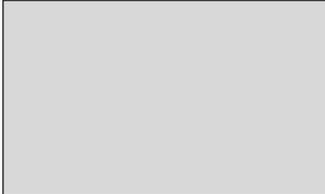
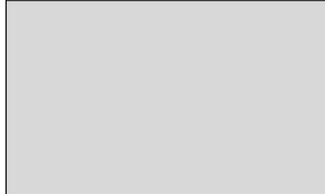
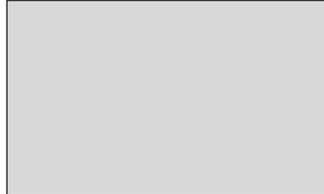
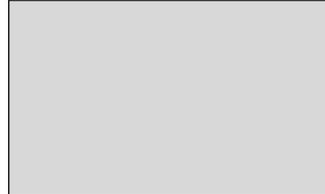
I will be at least 18 on or before the next election and I am a US citizen.  
AANESTAD, ANN MARIE  
4918 BAKER RD MINNETONKA 55343  
ID Number:  
Other Address::  
DOB:MM-DD-YYYY, SD: Hopkins, COUNTY: Hennepin  
Phone: (xxx)555-5555 email:  
Proof of Residence: I have a MN-issued driver's license or MN ID card  
DL or ID Number:  
SS #:  
  
Previous Name: Last Name, First Name, Middle Name  
Previous Address:  
RECORD NO: **ABC123**

## 5.2 EDR Voter sign-in label sheets

[11/06/2012 STATE GENERAL ELECTION – November 6, 2012

MINNETONKA W-1 P-D

I certify that I am at least 18 years of age and a citizen of the United States; that I reside at the address shown and have resided in Minnesota for 20 days immediately preceding this election; that I am not under guardianship of the person in which the court order revokes my right to vote; have not been found by a court to be legally incompetent to vote, and that I have the right to vote because, if convicted of a felony, my felony sentence has expired (been completed) or I have been discharged from my sentence; and that I am registered and will be voting only in this precinct. I understand that giving false information is a felony punishable by not more than five years imprisonment and a fine of not more than \$10,000, or both.

			
Voter Signature: 	Voter Signature: 	Voter Signature: 	Voter Signature: 
			
Voter Signature: 	Voter Signature: 	Voter Signature: 	Voter Signature: 
			
Voter Signature: 	Voter Signature: 	Voter Signature: 	Voter Signature: 

11/06/2012 STATE GENERAL ELECTION – November 6, 2012

MINNETONKA W-1 P-D

I certify that I am at least 18 years of age and a citizen of the United States; that I reside at the address shown and have resided in Minnesota for 20 days immediately preceding this election; that I am not under guardianship of the person in which the court order revokes my right to vote; have not been found by a court to be legally incompetent to vote, and that I have the right to vote because, if convicted of a felony, my felony sentence has expired (been completed) or I have been discharged from my sentence; and that I am registered and will be voting only in this precinct. I understand that giving false information is a felony punishable by not more than five years imprisonment and a fine of not more than \$10,000, or both.

AANESTAD, ANN MARIE  
4255 OAK DRIVE LN  
270 HOPKINS  
2105 MINNETONKA W-1 P-D  
0000874232  
03/24/1965



Voter Signature: *John Doe*

AANESTAD, ANN MARIE  
4255 OAK DRIVE LN  
270 HOPKINS  
2105 MINNETONKA W-1 P-D  
0000874232  
03/24/1965



Voter Signature: *Ann Aaenestad*

AANESTAD, ANN MARIE  
4255 OAK DRIVE LN  
270 HOPKINS  
2105 MINNETONKA W-1 P-D  
0000874232  
03/24/1965



Voter Signature: *Tom Smith*



Voter Signature:



Voter Signature:



Voter Signature:



Voter Signature:



Voter Signature:



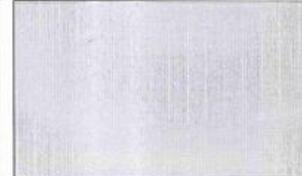
Voter Signature:



Voter Signature:



Voter Signature:



Voter Signature:

## 5.3 Election Day Electronic Roster Back-up Requirement

A precinct using ePollbook must have a paper roster back up for use in a process approved by the OSS if the ePollbook is not operable. Precincts may use either a back-up printed PDF roster or Greeter's List for the back-up paper roster. If no printed PDF roster back up has been provided, the Greeter's List must be printed as the paper back up.

### Supplies

#### Preregistered Roster Back-Up Materials—Supply box:

- Printed PDF *Roster* or *Greeter's List*
- Additional binder(s) or other clip if *Greeter's List* will be divided
- Roster pages for signing in—numbered consecutively per sheet with oath at top
  - If ePollbook process uses label system, may continue to use same signature pages.
  - If using certificate system, may use copies of blank EDR pages printed from a PDF roster or blank generic EDR pages to which Election Date and Precinct Name have been added.  
(Keep a clean copy from which to make additional copies as needed if back up procedures must be used.)
- Blank voter receipts
- Roster Supplement: Accepted Absentee Ballots for Registered Voters*
  - Must cover *at least* the period of time between roster generation and close of business on the seventh day before the election

#### EDR Back-Up Materials—Supply box:

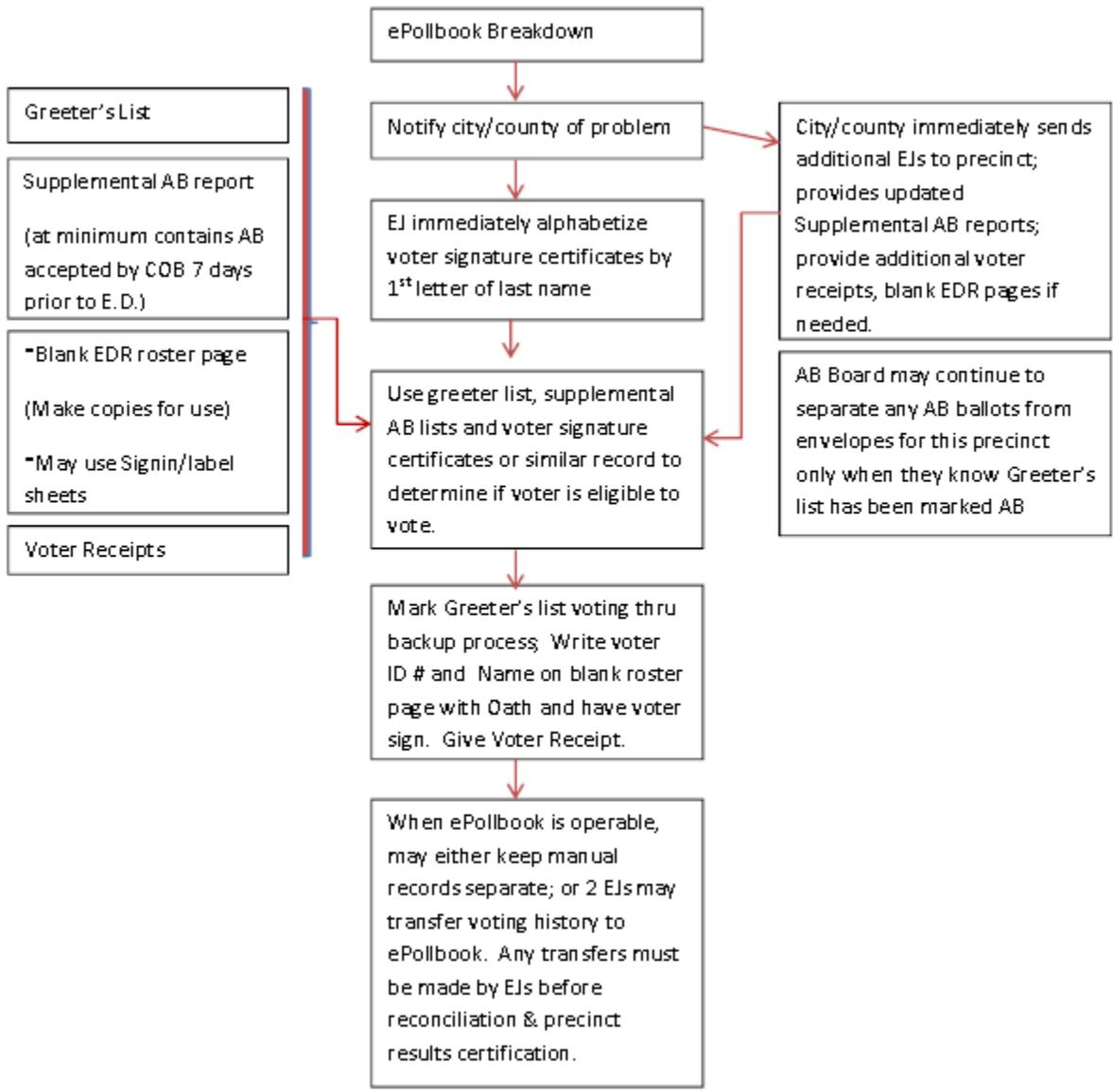
- VRAs
- Blank roster pages—numbered consecutively per sheet—oath at top.
  - If ePollbook process uses label system, may continue to use blank label blocks on signature pages.
  - If using certificate system, may use copies of blank EDR pages printed from a PDF roster or blank generic EDR pages to which Election Date and Precinct Name have been added.  
(Keep a clean copy from which to make copies as needed if back up procedures must be used.)
- Paper *Absentee Election Day Registrants for Polling Place* (already voted by AB list)

## Preregistered ePollbook Back-Up Procedures Using Greeter's List

If the pre-registered ePollbook becomes inoperable, the following procedures must be followed.

1. Judges immediately access ePollbook back-up roster/greeter's list and supplies and implement back up procedures so that voting may continue. Judges use printed SVRS precinct roster if supplied. If printed roster has not been provided, judges use the Greeter's List as the back-up roster for pre-registered voters.
2. Election judges
  - a. alphabetize signed ePollbook voter signature certificates by first initial of last name for use in back-up voter check-in process (if certificates are used in precinct).
  - b. Divide Greeters List into more than one book if needed to keep voters moving.
3. Head Judge immediately notifies clerk or county as directed that judges are following ePollbook back-up procedures.
4. Clerk or County Immediately:
  - a. runs comprehensive *Roster Supplement: Accepted Absentee Ballots for Registered Voters* (all dates through the election day) and arranges immediate delivery to precinct.
  - b. sends additional election judges as appropriate to assist with back-up duties
  - c. for precincts using the Greeter's List as back-up roster, may print and provide regular roster from SVRS to be used instead of Greeter's List roster; and may also print and provide a new Greeter's List for use as Greeter's List in the precinct.
  - d. delivers additional roster pages, voter receipts, roster pages, and other supplies to precinct as required.
5. Roster Judge:
  - a. Uses Greeter's List to locate pre-registered voter's name, address, and registration status.
  - b. Confirms voter has not already voted by absentee ballot by consulting the *Roster Supplement: Accepted Absentee Ballots for Registered Voters*
  - c. Checks that voter has not already voter in person in that precinct by reviewing voter certificates or labeled sign-in sheets, or other similar method from ePollbook-generated voting history record.
  - d. If voter has not already voted, administers appropriate process if roster notations indicate. (Note that "Show ID," challenge status, and accepted AB/MB roster notations now appear in the furthest right columns on the Greeter's List.)
  - e. Initials to left of voter's name on the Greeter's List and writes/transfers the voter's Name and ID number to a next blank label block or blank line on the roster sign-in sheet.
6. Voter signs in block or on line of roster sheet.
7. Roster judge records voter's page number/block or page and line number on Greeter's List to the right of the VID.
8. If precinct is split, roster judge consults Greeter's List to ascertain the school district and writes on a voter receipt.
9. Roster Judge issues paper receipt to the voter.
10. Voter obtains ballot and completes voting process.
11. If requested by county or clerk to add notations for ABs accepted on Election Day to roster records, election judge adds AB to the right column on Greeter's List.
12. If printed SVRS precinct roster is delivered, judges may begin to use paper roster.
  - a. Judges must preserve Greeter's List that has been used for back-up roster as part of the precinct roster record. (Greeter's List must not be returned to use as a Greeter's List.)
  - b. Note that Clerk or County may deliver a reprinted Greeter's List for use as a Greeter's List
13. If ePollbook becomes operable again, judges may return to ePollbook process

- a. Judges may mark voting history from manual back-up process into ePollbook, as time permits. Or post directly from backup to SVRS. Two Judges mark each roster record "VH/" followed by both judges' initials in each voter signature block or on roster line to indicate voter history has been recorded in the ePollbook.
14. Summary Statements:
    - a. Judges count signatures or receipts for number voting in the polling place for total voting.
    - b. Number at 7:00 a.m. can be found at bottom of Greeter's List or on last page of printed roster
  15. Any history not posted to ePollbook at the polling place must be entered manually into SVRS by the county after the rosters have been returned.
    - a. ePollbook voting records must not be modified by election administrators after the judges have closed the rosters and certified summary statements for the polling place.
    - b. The number of manually entered VH plus ePollbook VH should equal number of preregistered voters who voted in person.
  16. AB reconciliation: Before separating/counting absentee ballots on election day for a precinct using the backup process, clerk or county must confirm the voter has not voted in person at the polling place or that the backup roster/greeter's list has been marked AB.



# 6.0 Appendix

# Uploading EDR Files



## Uploading EDR Files

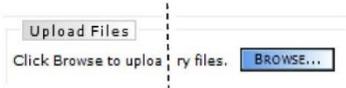
After an election, counties can upload ePollbook data to SVRS. This data includes all of the same data as a physical EDR and is processed in Pending applications.

### UPLOADING EPOLLBOOK DATA

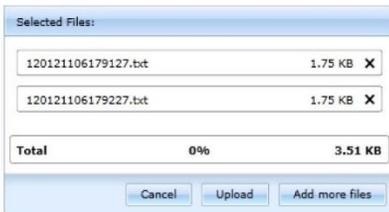
1. Select ePollbook File Upload under the Elections menu.



2. Click Browse.



3. Browse to select files for upload. Multiple files can be uploaded at once by holding Shift or Ctrl to select multiple files. Click Open to use selected files.
4. The selected files will appear as a list in SVRS. To remove selected items, click the X next to them. To add additional files, select Add More Files.



5. Once all files have been selected, click Upload. This will upload the files to SVRS. SVRS will

display an Upload Done message after files are done uploading.

6. After all files are uploaded, click Close.
7. To find uploaded files, click Search on the ePollbook File Upload screen. Use the check boxes to restrict results as desired.



8. Verify the number in the Record Count for each precinct.
9. The rejection reason for any rejected file is listed in the File Status column. Click Delete Rejected Files to remove all files that have been rejected by SVRS. Or select the box next to the rejected file and click Delete Selected File. Corrected files with the same file name can then be uploaded.



File Type	Record Count	Roster Name	File	File Status
<input checked="" type="checkbox"/>	9	SAINT FRANCIS P-1	120121106179125.txt	Uploaded
<input checked="" type="checkbox"/>	9	RAMSEY W-4 P-2	120121106179124.txt	Uploaded
<input checked="" type="checkbox"/>	9	SAINT FRANCIS P-2	120121106179126.txt	Uploaded

10. Select the desired files and click Submit to submit files to SVRS for processing. A message will appear on the homepage when submitted files have been processed and queued.

### VIEW REPORT

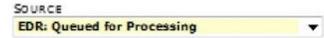
1. Click on Standard Reports under the Reports menu.
2. Under the dropdown, select Election.
3. Select ePollbook Files for Election.
4. Input the election date or select Specific Election

and select the desired election.

5. Click Run Report.
6. Verify that the submitted count and queued count match as expected.

### PROCESS UPLOADED EDR FILES

1. Uploaded EDR records are processed as pending applications under the source dropdown EDR: Queued for Processing.



2. Select the desired precinct roster and click search.



3. Names in the application dropdown are listed in alphabetical order. They can be searched by EDR record number if desired.



4. Process EDRs as any other pending application.

### VIEW REPORT

1. Return to the ePollbook Files for Election report under the Election dropdown in Standard Reports. Input the election date or select Specific Election, select the desired election, and click Run Report.
2. Verify that the queued count and processed count match as expected.

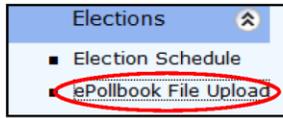
### ACTIVITY REPORTS

1. Processed EDR records are included with any manually input EDR records on the Election Day Voter Registration Activity reports found under the Activity category.

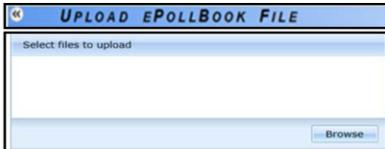
# Upload ePollbook Voter History Files



1. Under the Elections menu, click on ePollbook File Upload.



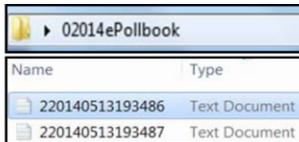
2. In the Upload Files section, click BROWSE. The Upload ePollbook File window opens.



3. Click BROWSE.

4. Browse to ePollbook files in your computer's directory.

- Click on a file to select it for upload. (To select multiple files, hold down the shift or ctrl key while selecting files.)

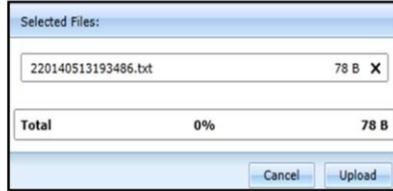


5. After selecting file(s), click OPEN.



6. The Upload ePollbook File window displays the list of selected files.

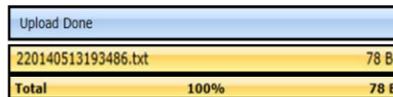
- To remove a selected file, click the X for that file.
- To bring in additional files, click ADD MORE FILES.



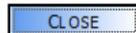
7. When selection is complete, click UPLOAD.

- Do not upload blank files for precincts with zero pre-registered voters.
- Do upload a file where none of the pre-registered voters voted.
- EDR and Voting History files may be uploaded at the same time.

8. When upload is complete, an Upload Done message displays:

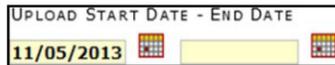


9. Click CLOSE.



10. Use the search feature in the File Upload Status section to confirm your uploaded files:

- Enter upload start date (required).
- Enter end date, if desired (optional).

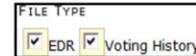


11. Check the status checkboxes for the file(s) you wish to find.

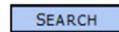


Note that all statuses are checked by default. To confirm newly uploaded files, ensure Uploaded and Rejected status checkboxes are checked.

12. Check the appropriate checkbox(es) for the file type(s) you wish to find.



13. Click SEARCH.



14. The number of files returned displays above the results grid. Verify the file count is as expected for the upload(s) you have completed.

15. Confirm record counts. Voter history file counts should match the number of pre-registered voters on the roster (7 AM registration). Voted Count should be the number of pre-registered voters who voted at the polling place.

File Count: 8

File Type	Record Count	Voted Count	Roster Name	File	File Status
VH	525	400	LAKE PARK P-3	220140513193486.txt	Uploaded
VH	487	324	LAKE PARK P-3	220140513193486.txt	Uploaded

16. Click on DELETE REJECTED FILES to remove files in rejected status. (Separately review and correct rejected files for later uploading.)



17. Check the checkbox next to any uploaded files you wish to delete. Click the DELETE SELECTED FILES button.

18. To process, check the checkbox next to the uploaded files. Click SUBMIT SELECTED FILES.



- Note: Once a file is submitted and processed, it cannot be resubmitted or overwritten.
  - After each ePollbook file is processed, a message appears on the SVRS homepage.
  - Once processed, ePollbook voter history files are available to post history to in SVRS.
13. After submitted files are processed, a listing of the rosters processed displays on the homepage.

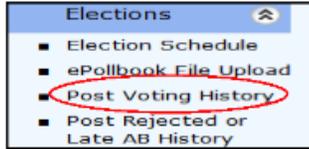
# Posting ePollbook Voter History



## Posting ePollbook Voter History

### POST VOTING HISTORY

1. After history files have been uploaded and processed in SVRS, a message appears on the home page to let you know that history for the roster is ready for posting.
2. To review and post history for the uploaded rosters, select Post Voting History from the Elections menu in SVRS.



3. On the Post Voting History screen, select the election and the roster from the roster dropdown list.

Select Election and Roster

County: **Aitkin**

Election: **05/24/2014 - STATE GENERAL**

Roster: **AITKIN**

4. Click APPLY ACCEPTED AB/MB HISTORY to apply history for preregistered voters with accepted absentee ballots in SVRS.

APPLY ACCEPTED AB/MB HISTORY

5. Click NORMAL MODE.

NORMAL MODE - START WITH NO HISTORY

(Note: Reverse mode is never used for posting ePollbook history.)

6. On Post Voting History Express Entry screen, click CONTINUE to view roster pages with history marked.
7. When review is complete, click CONTINUE.

CONTINUE

8. On Final Roster Summary screen, verify counts of in-person (polling place), absentee ballot, and mail ballot history to be posted.

Voting History Marked:  
46 In-person on Election Day  
8 Absentee Ballot

BACK CANCEL SAVE CHANGES

9. Click SAVE CHANGES.
10. Mark roster complete when finished and ready to apply the post history.
11. SVRS displays a warning — you will no longer be able to make changes to the roster after marking the roster complete. Only if done, click OK to continue.

For complete documentation on Posting History in SVRS, see SVRS User Documentation, *Post Voting History*.

### VIEW REPORT

1. Under Reports, select Standard Reports, Voter Registration category.
2. Open EDR/PVH Statistics for the appropriate election.
3. Verify the posted voter history (PVH) counts for each posted precinct

MINNESOTA OFFICE OF THE SECRETARY OF STATE  
STATEWIDE VOTER REGISTRATION SYSTEM



## **EPollbook – SVRS File Specifications**

*ePollbook File Uploads*  
*SVRS Exports for ePollbook*  
*SVRS Excel Reports*

## Voting History File Specifications

### Overview

Voting history submitted electronically must follow the Office of the Secretary of State (OSS) file specifications.

### File Name Format

File name must consist of ePollbook **file type code**, **election date** and **roster ID**.

EPollbook file type code should be set to '2' for voting history files.

Election date format: YYYYMMDD

Roster ID is a unique number assigned to each roster that will be supplied by OSS.

Note, a roster may get re-assigned a new roster ID prior to an election.

E.g. **220141104123456.txt**

### File Format

Text file (.txt) with pipe delimited values.

### Field Requirements

Each record must include all specified fields, even if no value is provided.

Each record must be separated by a line feed and/or carriage return.

Do not include a row identifying field names.

<b>Field</b>	<b>Field Requirements</b>
CountyID	<b>Required</b> ; integer Refer to Valid Values List 6. Counties.
VoterID	<b>Required</b> ; integer Unique number assigned to each voter record.
Full Election Description	Optional; varchar(150)
Election Date	Optional; date, no time. Date format: MM/DD/YYYY
Roster Name	Optional; varchar(50)
County Name	Optional; varchar(50)
Last Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Voted Flag	<b>Required</b> ; char(1) For voters that voted in-person on Election Day, set to '1'. For voters that did not vote in-person on Election Day, set to '0'.

## Valid Values List

<b>1. Counties</b>			
<b>CountyID</b>	<b>County Name</b>	<b>CountyID</b>	<b>County Name</b>
1	Aitkin	49	Morrison
2	Anoka	50	Mower
3	Becker	51	Murray
4	Beltrami	52	Nicollet
5	Benton	53	Nobles
6	Big Stone	54	Norman
7	Blue Earth	55	Olmsted
8	Brown	56	Otter Tail
9	Carlton	57	Pennington
10	Carver	58	Pine
11	Cass	59	Pipestone
12	Chippewa	60	Polk
13	Chisago	61	Pope
14	Clay	62	Ramsey
15	Clearwater	63	Red Lake
16	Cook	64	Redwood
17	Cottonwood	65	Renville
18	Crow Wing	66	Rice
19	Dakota	67	Rock
20	Dodge	68	Roseau
21	Douglas	69	St. Louis
22	Faribault	70	Scott
23	Fillmore	71	Sherburne
24	Freeborn	72	Sibley
25	Goodhue	73	Stearns
26	Grant	74	Steele
27	Hennepin	75	Stevens
28	Houston	76	Swift
29	Hubbard	77	Todd
30	Isanti	78	Traverse
31	Itasca	79	Wabasha
32	Jackson	80	Wadena
33	Kanabec	81	Waseca
34	Kandiyohi	82	Washington
35	Kittson	83	Watonwan
36	Koochiching	84	Wilkin
37	Lac Qui Parle	85	Winona
38	Lake	86	Wright
39	Lake Of The Woods	87	Yellow Medicine
40	Le Sueur		
41	Lincoln		
42	Lyon		
43	Mcleod		
44	Mahnomen		
45	Marshall		
46	Martin		
47	Meeker		
48	Mille Lacs		

## EDR File Specifications

### Overview

Election Day Registrations (EDRs) submitted electronically must follow the Office of the Secretary of State file specifications.

### File Name Format

File name must consist of **file type code**, **election date** and **roster ID**.

File type code should be set to '1' for EDR files.

Election date format: YYYYMMDD

Roster ID is a unique number assigned to each roster that will be supplied by OSS (SVRS report). Note: a roster may get assigned a new roster ID prior to an election.

E.g. **120121106123456.txt**

### File Format

Text file (.txt) with pipe delimited values.

### Field Requirements

Each record must include all specified fields, even if no value is provided.

Vendors are required to supply any data captured for the fields below, however SVRS system only requires minimal data to be populated in each record to queue for processing.

Each record must be separated by a line feed and/or carriage return.

<b>Field</b>	<b>Field Requirements</b>
CountyID	<b>Required</b> ; integer Refer to Valid Values List 6. Counties.
Application Date	Optional; date, no time. Date format: MM/DD/YYYY Set to election date.
Is US Citizen	Optional; Boolean valid values: 0, 1 (0 = no, 1 = yes)
Is over 18	Optional; Boolean valid values: 0, 1 (0 = no, 1 = yes)
EDR Type	<b>Required</b> ; varchar(100). Refer to Valid Values List 5. EDR Types of Proof of Residence.
Last Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Name Suffix	Optional; varchar(6) Refer to Valid Values List 1. Name Suffix.
First Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Middle Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Date of Birth	Optional; date, no time. Date format: MM/DD/YYYY Must be a valid date.
Driver License Number	Optional; varchar(20)
Last 4 SSN	Optional; varchar(4)
Has no ID number	Optional; Boolean valid values: 0, 1 (0 = no, 1 = yes)
Phone Number	Optional; varchar(10)
Email	Optional; varchar(150)
Residential House Number	Optional; integer
Residential House Number Suffix	Optional; varchar(4)
Residential Pre-directional	Optional; varchar(2) Refer to Valid Values List 2. Pre-directional and Post-directional.

Residential Street Name	Optional; varchar(50) If street address cannot be parsed into separate fields, enter entire street address into Residential Street Name field.
Residential Street Type	Optional; varchar(10) Refer to Valid Values List 4. Street Type.
Residential Post-directional	Optional; varchar(2) Refer to Valid Values List 2. Pre-directional and Post-directional.
Residential Unit Type	Optional; varchar(5) Refer to Valid Values List 3. Unit Type.
Residential Unit Number	Optional; varchar(15)
Residential City	Optional; varchar(35)
Residential State	Optional; char(2)
Residential ZIP Code	Optional; varchar(5)
Residential ZIP Plus 4	Optional; varchar(4)
Residential Building Name	Optional; varchar(30)
Residential Address Description	Optional; varchar(500)
Mailing PO Box	Optional; varchar(40)
Mailing City	Optional; varchar(35)
Mailing State	Optional; char(2)
Mailing ZIP Code	Optional; varchar(5)
Mailing ZIP Plus 4	Optional; varchar(4)
Previous Last Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Previous First Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Previous Middle Name	Optional; varchar(50) Name fields only allow letters of alphabet, apostrophe, hyphen, or space.
Previous Address House Number	Optional; varchar(20)
Previous Address House Number Suffix	Optional; varchar(4)
Previous Address Pre-directional	Optional; varchar(2) Refer to Valid Values List 2. Pre-directional and Post-directional.
Previous Address Street Name	Optional; varchar(50)
Previous Address Street Type	Optional; varchar(10) Refer to Valid Values List 4. Street Type.
Previous Address Post-directional	Optional; varchar(2) Refer to Valid Values List 2. Pre-directional and Post-directional.
Previous Address Unit Type	Optional; varchar(5) Refer to Valid Values List 3. Unit Type.
Previous Address Unit Number	Optional; varchar(15)
Previous Address City	Optional; varchar(35)
Previous Address State	Optional; char(2) Refer to USPS list of valid values.
Previous Address ZIP Code	Optional; varchar(5)
Previous Address ZIP Plus 4	Optional; varchar(4)
Roster Name	Optional; varchar(50)
EDRRecordNumber	Optional; integer. For each roster, number EDR records consecutively (1, 2, 3, etc).

Valid Values List

2. Name Suffix	3. Pre-directional & Post-directional	4. Unit Type
I	E	#
II	N	APT
III	NE	BLDG
IV	NW	BSMT
JR	S	CPO
SR	SE	DEPT
V	SW	FL
VI	W	FRNT
VII		HNGR
VIII		LBBY
		LOT
		LOWR
		OFC
		PH
		PIER
		REAR
		RM
		SIDE
		SLIP
		SPC
		STE
		STOP
		TRLR
		UNIT
		UPPR

5. Street Type				
ALY	EST	LAND	RADL	TER
ANX	ESTS	LCK	RAMP	TPKE
ARC	EXPY	LCKS	RD	TRAK
AVE	EXT	LDG	RDG	TRCE
BCH	EXTS	LF	RDGS	TRFY
BG	FALL	LGT	RDS	TRL
BGS	FLD	LGTS	RIV	TRWY
BLF	FLDS	LK	RNCH	TUNL
BLFS	FLS	LKS	ROW	UN
BLVD	FLT	LN	RPD	UNS
BND	FLTS	LNDG	RPDS	UPAS
BR	FRD	LNDGS	RST	VIA
BRG	FRDS	LOOP	RTE	VIS
BRK	FRG	MALL	RUE	VL
BRKS	FRGS	MDW	RUN	VLG
BTM	FRK	MDWS	SHL	VLGS
BYP	FRKS	MEWS	SHLS	VLY
BYU	FRST	ML	SHR	VLYS
CIR	FRY	MLS	SHRS	VW
CIRS	FT	MNR	SKWY	VWS

CLB	FWY	MNRS	SMT	WALK
CLF	GDN	MSN	SPG	WALL
CLFS	GDNS	MT	SPGS	WAY
CMN	GLN	MTN	SPUR	WAYS
COR	GLNS	MTNS	SQ	WL
CORS	GRN	MTWY	SQS	WLS
CP	GRNS	NCK	ST	XING
CPE	GRV	OPAS	STA	XRD
CRES	GRVS	ORCH	STRA	
CRK	GTWY	OVAL	STRM	
CRSE	HBR	PARK	STS	
CRST	HBR	PASS		
CSWY	HL	PATH		
CT	HLS	PIKE		
CTR	HOLW	PKWY		
CTRS	HTS	PL		
CTS	HVN	PLN		
CURV	HWY	PLNS		
CV	INLT	PLZ		
CVS	IS	PNE		
CYN	ISLE	PNES		
DL	ISS	PR		
DM	JCT	PRT		
DR	JCTS	PRTS		
DRS	KNL	PSGE		
DV	KNLS	PT		
	KY	PTS		
	KYS			

<b>6. EDR Types of Proof of Residence</b>
MN Driver's License or MN ID or Receipt
Prior Registration in Precinct
Notice of Late Registration
Tribal ID
Student ID; Name on Housing List
Witness/Voucher
Bill with Driver's License or State ID
Bill with Passport
Bill with Military ID
Bill with Student ID
Bill with Tribal ID

<b>7. Counties</b>			
<b>CountyID</b>	<b>County Name</b>	<b>CountyID</b>	<b>County Name</b>
1	Aitkin	49	Morrison
2	Anoka	50	Mower
3	Becker	51	Murray
4	Beltrami	52	Nicollet
5	Benton	53	Nobles
6	Big Stone	54	Norman
7	Blue Earth	55	Olmsted
8	Brown	56	Otter Tail
9	Carlton	57	Pennington
10	Carver	58	Pine
11	Cass	59	Pipestone
12	Chippewa	60	Polk
13	Chisago	61	Pope
14	Clay	62	Ramsey
15	Clearwater	63	Red Lake
16	Cook	64	Redwood
17	Cottonwood	65	Renville
18	Crow Wing	66	Rice
19	Dakota	67	Rock
20	Dodge	68	Roseau
21	Douglas	69	St. Louis
22	Faribault	70	Scott
23	Fillmore	71	Sherburne
24	Freeborn	72	Sibley
25	Goodhue	73	Stearns
26	Grant	74	Steele
27	Hennepin	75	Stevens
28	Houston	76	Swift
29	Hubbard	77	Todd
30	Isanti	78	Traverse
31	Itasca	79	Wabasha
32	Jackson	80	Wadena
33	Kanabec	81	Waseca
34	Kandiyohi	82	Washington
35	Kittson	83	Watonwan
36	Koochiching	84	Wilkin
37	Lac Qui Parle	85	Winona
38	Lake	86	Wright
39	Lake Of The Woods	87	Yellow Medicine
40	Le Sueur		
41	Lincoln		
42	Lyon		
43	Mcleod		
44	Mahnomen		
45	Marshall		
46	Martin		
47	Meeker		
48	Mille Lacs		

Revised 10/15/2013 – “Bill with Photo ID” removed from EDR Types of Proof of Residence.  
 Revised 7/9/2014 – Revised “Bill with MN Driver's License or MN ID” to “Bill with Driver's License or State ID”

## Upload File Format Errors and Reject Conditions

### Overview

County uses the ePollbook File Upload process in SVRS to select and submit *EDR* and *Voter History* files for processing. Before the file can be uploaded, SVRS validates that each file selected and submitted is in the format specified by the Office of Secretary of State (OSS).

- SVRS displays a warning icon for each file error found. (User hovers over the icon to see error information.)

For each uploaded file, SVRS performs additional validations on the records contained in the file.

- If any reject condition is met, the file is rejected and the reason is displayed.
- Only one reject reason, for first error condition met, is displayed.

### File Format Validations

<b>FORMAT SPECIFICATION</b>	<b>ERROR</b>
File type extension is .txt	file type error
File size is less than 20 MB	file size error
First character of file name must be 1 or 2 (1=EDR, 2 =Voting History)	file format error
Characters 2 - 9 of file name must define a valid date in format: YYYYMMDD	file format error
File name must be more than 9 characters and less than 20 characters, excluding the file type extension “.txt”	file format error
File name must be all numbers	file format error
File must have at least one record, i.e. cannot be blank	

### File Upload Reject Conditions and Reject Reasons

<b>REJECT CONDITION</b>	<b>REJECT REASON</b>
Invalid RosterID for election date	RosterID
Record(s) in file has invalid file format	Format
Valid RosterID, but logged in user’s county not same as roster’s county and user is not an OSS user.	County
Valid RosterID, but the roster’s county is not the same as county identified in any/all records in the file.	Mismatch
File with same File Type and RosterID already Submitted/Processed.	Duplicate
EDR record(s) in the EDR file are missing required data: CountyID, EDR Type.	Req Data
Voting history file is for a roster that has already been marked completed and history posted (RosterStatusCode = ‘C’).	Already Completed
Voting history file’s record count does not match the roster’s voter count. i.e. Record Count = Tb_Roster.RosterVoterCount	Voter Count
Voting history file has a voterID that is not actually on the roster identified. i.e. For specific RosterID, validate voterID exists in tb_Roster_Voter.	VoterID
Voting history record(s) in the voting history file are missing required data: CountyID, VoterID, VotedFlag	Req Data
Error encountered	Upload Error

## ePollbook Real Time Roster File Export

### Report Purpose and Access

The ePollbook Real Time Roster File Export outputs a txt file of election roster records.

Counties generate the ePollbook Real Time Roster File Export in SVRS and run as a report. Counties may generate the ePollbook Real Time Roster File Export report on-demand any time after the voter registration cut-off date for the election is in the past and the county has generated rosters in SVRS.

Counties save the report locally and provide the file to the vendor/ePollbook programmer for use in creating ePollbook election rosters.

Outputs in pipe-delimited values as a txt file. Note that if the output file is larger than 5MB, then the output file will be compressed.

SVRS names ePollbook roster files using the following format. Default File Name Format consists of:

- [RosterFileTypeCode\_] –1  
(1 = Complete ePollbook roster file with current accepted ballots)
- [Election Date] – YYYYMMDD format
- [ROSTER\_] – text
- Date and 24 h time when report created YYYYMMDDHHMM
- .txt file extension

Example:

120141104ROSTER\_201410011656.txt

### Records Included

Counties may run the report countywide or by selected district, city, or ward, for all rosters or for a selected individual roster.

SVRS generates the ePollbook Real Time Roster File Export report based on selected jurisdiction, election, and individual roster if selected. The report contains the same roster and voter data as are contained in the SVRS PDF Roster report and the SVRS Greeter's List report generated for the same roster ID.

Does not return rosters that are entirely replaced by other governing elections.

Returns rosters with 0 voters, but no voter data would be included.

Includes display of accepted ballot text (A.B. / M.B.) if the accepted ballot has been entered into SVRS at any time before the ePollbook Real Time Roster File Export report is run.

Any time the ePollbook Real Time Roster File Export report is run, accepted ballot text is current at run time.

Outputs in pipe-delimited values as a txt file. Note that if the output file is larger than 5MB, then the output file will be compressed.

### Record Fields

The first line of the text file displays field names.

The record data is sorted by countyID, roster name, last name, first name, middle name, name suffix, DOB

<b>Field</b>	<b>Field Description</b>	
RosterId	Unique number assigned to each roster.	
CountyId		
VoterId	Unique number assigned to each voter record.	

FullElectionDescription		
ElectionDate	Date, no time. Date format: MM/DD/YYYY	
RosterName		
CountyName		
LastName	Voter's last name	
NameSufix		
FirstName		
MiddleName		
DOB	Date of Birth MM/DD/YYYY	
ResHouseNumber		
ResHouseNumberSuffix		
ResStreetPreDirectional		
ResStreetName		
ResStreetType		
ResStreetPostDirectional		
ResUnitType		
ResUnitNumber		
AddressDescription	ResNonStdAddrDesc	
PrecinctCode		
PrecinctName		
SchoolDistrictCode		
SchoolDistrictName		
ChallengedText		
MustShowIDText		
AcceptedBallotText		

## ePollbook Roster Supplement: Accepted Ballots for Registered Voters

### Report Purpose and Access

The ePollbook Roster Supplement: Accepted Ballots for Registered Voters export report outputs txt files that may be used to update accepted ballot notations (A.B. / M.B.) for voter records already included in ePollbook Rosters.

Counties generate the ePollbook Roster Supplement file export in SVRS and run as a report. Counties may generate the ePollbook Roster Supplement report on demand any time after the voter registration cut-off date for the election has passed and the county has generated rosters in SVRS.

Counties save the report locally and provide the file to the vendor/ePollbook programmer for use in adding accepted ballot notations to records in an already created ePollbook election roster.

Outputs in pipe-delimited values as a txt file. Note that if the output file is larger than 5MB, then the output file will be compressed.

### Default File Name Format

SVRS names ePollbook roster files using the following format. Default file name format consists of:

- [RosterFileTypeCode] – 2  
(2 = Roster supplement for voters with ballots accepted after initial base roster created)
- [Election Date] – YYYYMMDD format
- [RosterSupplABRegd\_] – text
- Date and 24 h time when report created YYYYMMDDHHMM
- .txt file extension

Example:

**220141104REGDAB\_201410011656.txt**

### Records Included

SVRS generates the ePollbook Roster Supplement Export report based on selected jurisdiction, election, and individual roster if selected.

Report returns only voters whose ballots were accepted after rosters have been generated in SVRS.

The report can be run by All Dates or Date Range; however, no voters whose ballots were accepted before rosters were generated appear on the report, regardless of date range selected.

### Record Fields

The first line of the text file displays field names.

The record data is sorted by countyID, roster name, last name, first name, middle name, name suffix, DOB

<b>Field</b>	<b>Field Requirements</b>
RosterFileTypeCode	2 = Roster supplement for voters with ballots accepted after the initial base roster created.
RosterID	
CountyID	
VoterID	
FullElectionDescription	
ElectionDate	MM/DD/YYYY
RosterName	
CountyName	
LastName	Same as on roster.
NameSuffix	Same as on roster.
FirstName	Same as on roster..
MiddleName	Same as on roster..
DOB	Same as on roster.. Date of Birth MM/DD/YYYY
ResHouseNumber	Same as on roster.
ResHouseNumberSuffix	Same as on roster.
ResStreetPreDirectional	Same as on roster.
ResStreetName	Same as on roster.
ResStreetType	Same as on roster.
ResStreetPostDirectional	Same as on roster.
ResUnitType	Same as on roster.
ResUnitNumber	Same as on roster.
Address Description	Same as on roster. Residential non-standard address.
PrecinctCode	Same as on roster.
PrecinctName	Same as on roster.
SchoolDistrictCode	Same as on roster.
SchoolDistrictName	Same as on roster.
ChallengedText	Same as on roster.
MustShowIDText	Same as on roster.
AcceptedBallotText	Displays "A.B." if voter has accepted absentee ballot. Displays "M.B." if voter has accepted mail ballot. Ballot is for the same precinct/school district as is included on the roster.

## ePollbook Roster Supplement: Accepted Ballots for Election Day Registrants

### Report Purpose and Access

The ePollbook Roster Supplement: Accepted Ballots for Election Day Registrants export report outputs a txt file that includes voters:

- who registered to vote via the absentee ballot process, and
- are not on the roster for the precinct, and
- have accepted ballots in the precinct.

Election judges in the precinct use this information to identify election-day registrants who have already voted by absentee ballot.

Counties generate the ePollbook Roster Supplement: Accepted Ballots for Election Day Registrants file export in SVRS and run as a report. Counties may generate the ePollbook Roster Supplement: AB EDRs report on demand after the county has generated rosters in SVRS.

Counties save the report locally and provide the file to the vendor/ePollbook programmer for use in ePollbook set up.

Outputs in pipe-delimited values as a txt file. Note that if the output file is larger than 5MB, then the output file will be compressed.

### Default File Name Format

SVRS names ePollbook roster files using the following format. Default file name format consists of:

- [RosterFileTypeCode] - 3  
(3 = Election Day Registrations with accepted ballots)
- [Election Date] – YYYYMMDD format
- [RosterSupplABEDR\_] – text
- Date and 24 h time when report created YYYYMMDDHHMM
- .txt file extension

Example:

**320141104EDRAB\_201410011656.txt**

### Records Included

SVRS generates the ePollbook Roster Supplement Export report based on selected jurisdiction, election, and individual roster if selected.

Report returns only voters who have an accepted ballot in the precinct who are not registered in the precinct (not included on the roster or on the roster at under a different name or address).

The report can be run by All Dates or Date Range.

### Record Fields

The first line of the text file displays field names.

The record data is sorted by countyID, roster name, last name, first name, middle name, name suffix, DOB

<u>Field</u>	<u>Field Requirements</u>
RosterFileTypeCode	3 = Election Day Registrations with accepted ballots (ballot was sent with non-registered materials)
RosterID	
CountyID	
VoterID	Supplied, if exists. Unique number assigned to each voter record.
FullElectionDescription	
ElectionDate	MM/DD/YYYY

RosterName	
CountyName	
LastName	
NameSufix	
FirstName	
MiddleName	
DOB	Date of Birth MM/DD/YYYY
ResHouseNumber	
ResHouseNumberSuffix	
ResStreetPreDirectional	
ResStreetName	
ResStreetType	
ResStreetPostDirectional	
ResUnitType	
ResUnitNumber	
AddressDescription	Residential non-standard address.
PrecinctCode	
PrecinctName	
SchoolDistrictCode	
SchoolDistrictName	
ChallengedText	(blank; N/A)
MustShowIDText	(blank; N/A)
AcceptedBallotText	Displays "A.B." if voter has accepted absentee ballot. Displays "M.B." if voter has accepted mail ballot. Ballot is for the same precinct/school district as is included on the roster.

## Reference: SVRS Exports for ePollbook: Type Codes

The Export Type Code appears as the first digit in an SVRS ePollbook export name.

Code	Export
1	Complete roster file with current accepted ballots
2	Roster supplement for voters with ballots accepted after the initial base roster has been created
3	Election Day Registrations with accepted ballots in the precinct

## Roster Challenge Notations

Challenges are noted in the roster. A challenged voter record may display up to three challenge reasons. Challenge reasons display in the sort order shown in the table below.

The challenge notation on a roster is formatted as follows:

- Challenged: [(first Challenge Reason) (;second Challenge Reason, if exists) (;third challenge reason, if exists)]

Example:

Challenged: Felony ;Postal Return

Challenge Reason	Sort Order
Citizenship	1
Felony	2
Guardianship	3
Postal Return	4
AB Address	5
Name/Address	6
Unverifiable	7
Name Change	8
Voted Out of Precinct	9
Other	10

## Precinct Finder

### Report Purpose and Access

The Precinct Finder for Excel report displays street ranges in a selected jurisdiction for the purpose of identifying the precinct, school district, and other districts associated with a specific address in the jurisdiction.

County runs the report in SVRS and provides to vendor for optional use in ePollbook set up.

Report can be used in conjunction with the Polling Place List for Election report to identify the correct polling place for a specific address.

Excel format.

### Records Included

Includes all the address ranges in the selected county, jurisdiction, or precinct.

### Report Fields

The first line of the text file displays field names.

REPORT FIELD	DEFINITION/NOTE
Pre-dir	pre-directional
Street	[street name] [street type]
Post-dir	post-directional
House Range	Within Street Address grouping, display House # Ranges. [House # Lo] to [House # Hi] [House# Suffix]
Unit Range	Displays Unit # Range associated to the House # Range, if any. [Unit # Lo] to [Unit # Hi] [Unit Type]
OEB	Range includes address that are: Odd, Even, or Both
Precinct	[Precinct code] [precinct name]
City	
ZIP Code	
State	State two-letter abbreviation
County	County code
MCD	Municipal code within county
WD	Ward name (if applicable)
SD	[School district code], and [sub-district code] if exists..
Combined Precinct	Based on school district and precinct, system displays the name of the combined precinct, if any.
JD	Judicial District
LG	Legislative District
SN	State Senate District
CG	Congressional District
CM	Commissioner District
PK	Park District
HD	Hospital District
Range ID	Address Range ID.
Total Voters	Number of voter records in the address range.

## Precinct Finder with Polling Place

### Report Purpose and Access

The Precinct Finder with Polling Places for Excel This report displays polling places specifically designated as a school district polling place. The report displays polling places based on polling place status and polling place assignment.

Excel format.

### Records Included

Includes all the address ranges for the selected jurisdiction at the address range level.

### Report Fields

The first line of the text file displays field names.

REPORT FIELD	DEFINITION
Pre-dir	
Street	[Street Name] [Street Type]
Post-dir	
House Range	[House # Lo] to [House # Hi]
House # Suffix	
Unit Type	
Unit Range	[Unit # Lo] to [Unit # Hi]. Only displays if exists.
Odd/Even	Odd, Even or Both
City	
ZIP	5 digit zip code.
CO	County code
MCD	MCD code
MCD Name	MCD name
WD	Ward name (if applicable)
PCT	Display precinct code.
Precinct Name	
SD	School district code.
Sub SD	School sub-district code.
SD Name	School district name
CG	Congressional District
Sen	State Senate District
Leg	Legislative District
CM	Commissioner District
JD	Judicial District
PK	Park District
HD	Hospital District
Range ID	
Polling Place Type	E.g. "Normal", "Mail Ballot", etc (PollingPlaceTypeDescription)
Polling Place Name	Display polling place that the voter should go to if they live in the precinct and SD identified. Bold font.
Polling Place Street Address	Display polling place that the voter should go to if they live at the precinct/SD identified. [HouseNumber] [HouseNumberSuffix] [PreDirectional] [StreetName] [StreetType] [PostDirectional] [UnitType] [Unit#]
Polling Place City St ZIP	[CityName] [StateCode] [ZipCode]
Polling Place ID	
Election Date	

## Precinct Finder and Upcoming Elections

### Report Purpose and Access

This report shows address ranges and the corresponding upcoming elections involving the address range. Report does not wait for county users to “mark districts complete”; thus when districts are excluded/included from an election, the output will change.

File export.

### Records Included

System includes address ranges involved in active, upcoming elections. Address ranges with multiple upcoming elections will appear on the report multiple times.

### Report Fields

System outputs text file (.txt) with the below pipe separated values.

REPORT FIELD	DEFINITION
ProdAddressRangeld	From tb_PROD_ADDRESS_RANGE
OddEvenInd	From tb_PROD_ADDRESS_RANGE
HouseNumberLow	From tb_PROD_ADDRESS_RANGE
HouseNumberHigh	From tb_PROD_ADDRESS_RANGE
HouseNumberSuffix	From tb_PROD_ADDRESS_RANGE
StreetPreDirectional	From tb_PROD_ADDRESS_RANGE
StreetName	From tb_PROD_ADDRESS_RANGE
StreetType	From tb_PROD_ADDRESS_RANGE
StreetPostDirectional	From tb_PROD_ADDRESS_RANGE
UnitType	From tb_PROD_ADDRESS_RANGE
UnitPrefixLow	From tb_PROD_ADDRESS_RANGE
UnitNumberLow	From tb_PROD_ADDRESS_RANGE
UnitPostfixLow	From tb_PROD_ADDRESS_RANGE
UnitPrefixHigh	From tb_PROD_ADDRESS_RANGE
UnitNumberHigh	From tb_PROD_ADDRESS_RANGE
UnitPostfixHigh	From tb_PROD_ADDRESS_RANGE
CityName	From tb_PROD_ADDRESS_RANGE
StateCode	From tb_PROD_ADDRESS_RANGE
ZipCode	From tb_PROD_ADDRESS_RANGE
PrecinctSummaryId	From tb_PROD_ADDRESS_RANGE
CountyId	From tb_PROD_ADDRESS_RANGE
CountyName	County name associated to CountyID
MCDName	MCDName based on precinctsummaryID
PrecinctCode	Precinct code based on precinctsummaryID
PrecinctName	Precinct name based on precinctsummaryID
SDCode	School district code based on precinctsummaryID
SDName	School district name based on precinctsummaryID
SSDCode	School sub-district code based on precinctsummaryID, if any
WD	Ward Name based on precinctsummaryID, if any
CG	Congressional District Code based on precinctsummaryID
SN	Senate District Code based on precinctsummaryID

LG	Legislative District Code based on precinctsummaryID
CM	Commissioner District Code based on precinctsummaryID
JD	Judicial District Code based on precinctsummaryID
PK	Park District Name based on precinctsummaryID, if any
SW	Soil and Water Conservation District Name based on precinctsummaryID, if any
HD	Hospital District Name based on precinctsummaryID, if any
ElectionId	SVRS ElectionID for governing election for the address range/precinctsummaryID on election date identified.
ElectionDate	Election date.
FullElectionDescription	Full election description for governing election for the address range/precinctsummaryID on election date identified.
ElectionType	Election Type
RosterName	Roster name
IsMailBallot	bit; 0 = no, 1 = yes is mail ballot for the election identified

## Polling Place List for Election

### Report Purpose and Access

The Polling Place List for Election Excel report displays polling places that are associated with a specific upcoming election or multiple elections occurring on a specific upcoming date.

County runs the report in SVRS and provides to vendor for optional use in ePollbook set up.

Report can be used in conjunction with Precinct Finder Report to identify the correct polling place for a specific address.

Excel format.

### Records Included

For election selected, or date selected, includes all precincts involved in the election(s) in the jurisdiction selected.

Displays polling places associated to each precinct or combined precinct. If a precinct is also involved in another governing election occurring on the same date, then system will show the precinct under both elections, but will show only the polling place where voters vote on that election day.

If voting will be by mail, then displays the following text instead of a polling place: "For this election, the ballot will be mailed to all registered voters."

### Report Fields

The first line of the text file displays field names.

<b>REPORT FIELD</b>	<b>DEFINITION/NOTE</b>
Election	Election description.
Precinct	[precinct code]-[precinct name]
Combined Precinct	If SD election using multiple combined precincts, then displays the Combined Precinct that includes the precinct.
Polling Place ID	
Polling Place Name	Displays polling place that the voter should go to if they live in the precinct and SD.
Address	Displays polling place street address. [HouseNumber HouseNumberSuffix StreetPreDirectional StreetName StreetType StreetPostDirectional, UnitType UnitNumber]
City State ZIP	Displays polling place city, state, zip. [CityName], [StateCode] [ZipCode]
Directions	Polling place instructions or directions, if exists.
Type	Description of the type of polling place. (PollingPlaceTypeDescription)
Status	Description of the current status of the polling place to the precinct or combined precinct—permanent or temporary. (PollingPlaceStatusDescription)
CO	County code associated with the precinct.
MCD	Municipal code associated with the precinct in that county [state MCD code].
WD	Ward name, if any.
SD	School district number(s). May append dash and sub-district number.
COM	Commissioner district associated with the precinct.
LEG	Legislative district associated with the precinct.

CG	Congressional district associated with the precinct.
PK	Park district, if any
Mail Ballot Text	If mail ballot precinct or mail election, displays "For this election, the ballot will be mailed to all registered voters."

## Rosters in Election for Excel

### Report Purpose and Access

The Rosters in Election for Excel report is generated by counties and is intended to be used by ePollbook vendors or ePollbook programmers to identify Roster IDs for a specific election date.

(This report is also used by ballot and voting equipment programming vendors and counties to identify ERS reporting precinct codes and combined-precinct codes.)

### Records Included

The report displays all rosters for all elections in the county occurring on the specified election date and displays the rosters to which precinct(s) are assigned based on SVRS roster logic.

### Report Fields

The first line of the text file displays field names.

Report Field	Definition/Note
Election Date	YYYYMMDD format
RosterID	
Co	County ID
County Name	
Roster Name	
Verified	Displays "No" if the county has not yet marked districts complete on the SVRS election checklist when district verification is required to finalize rosters. Displays blank if districts have been verified (marked complete) or when verification is not required.
ERS Type	ERS reporting precinct type.
ERS Code	ERS reporting precinct code.
SD	School district code that the roster is <u>limited</u> to, if applicable.
Precinct Codes	Comma separated list of the precinct codes for all precincts included the roster. Excludes precincts that have been removed from the roster because they are being used in another roster for a different election on the same day.
Super Combined Name	If combined precincts are combined across counties, displays the Cross-County Combined Precinct Name.

## Rosters Needing Reprint or New File

### Report Purpose and Access

The Rosters Needing Reprint or New File excel report is used to inform county users and ePollbook vendors or programmers of changes that affect rosters and Roster IDs.

Counties may generate the report any time after the election has been activated.

For elections that require districts in the election to be confirmed in SVRS (odd year elections and certain special elections), counties should run the report only after the county has already confirmed districts and checked the "Ready to Assign Voters" checkbox on the election.

The report should be run again as needed if roster changes have been made in SVRS.

### Records Included

The report displays all Roster ID records in rosters where the Roster ID has changed.

The report displays all Roster ID records where the voter records assigned to the roster have changed.

### Report Fields

The first line of the text file displays field names.

REPORT FIELD	DEFINITION/Note
Election Description	E.g. 06/11/2013 - SPEC ELECT CITYWIDE RED WING
Log Entry Date	Date and time of the change.
Description	Description of the change.
County ID	County ID associated to the roster, if known. Only displays when voters are assigned to roster.
County Name	County Name associated to the roster, if known. Only displays when voters are assigned to roster.
Roster ID	Roster ID. Only displays when voters are assigned to roster.
Roster Name	Roster name. Only displays when voters are assigned to roster.

Exhibit 2

**Ramsey County Acceptance Testing Criteria.**

- a. All components of an individual Poll Pad Unit is present
- b. Verification that all components have been delivered and are in undamaged condition
- c. Poll Pad tablet power-up is successful
- d. Perform Poll Pad software application diagnostic test
- e. Test Poll Pad applications are in good working order.
- f. Test of nil peripheral hardware components and connections successful.
- g. Test ePulse connection
- h. Test Poll Pad - ePulse data import-export fuction.

**Ramsey County Certificate of Acceptance**

The undersigned do hereby certify that the Equipment listed below has been tested and accepted under the criteria specified in the Agreement between KNOWiNK, LLC and Ramsey County.

<b>Poll Pads Units</b>		
Type of Poll Pad Unit	#Units Delivered	#Units Accepted
Leased Units		
Purchased Units		

**Ramsey County**

**CONTRACTOR**

Representative: \_\_\_\_\_  
(Printed Name & Title)

Representative: \_\_\_\_\_  
(Printed Name & Title)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

## Exhibit 3

### Confidentiality Agreement Exhibit

#### 1. Voter Registration Information.

The Ramsey County ("County") proposes to disclose voter registration information to KNOWiNK, LLC ("Recipient" and "Contractor"). Minnesota Statute 201.091 classifies some voter registration information as public only for uses related to elections, political activities, or in response to a law enforcement inquiry from a public official. All other voter registration data is classified as private.

#### 2. Recipient's Obligations.

Recipient agrees that the voter registration information is only to be used for the purposes of programing and operating electronic rosters, and shall disclose it only to its officers, directors, or employees with a specific need to know. Recipient will not disclose, publish or otherwise reveal any of the voter registration information received from the County to any other party whatsoever except with the specific prior written authorization of the County. Recipient also agrees to securely destroy the information once the vendor's involvement in the current election cycle is complete.

#### 3. Government Data Practices

The Recipient and County must comply with the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, as it applies to all data provided by the County under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Recipient under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data governed by the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, by either the Recipient or the County.

If the Recipient receives a request to release the data referred to in this clause, the Recipient must immediately notify and consult with the County as to how the Recipient should respond to the request. The Recipient's response to the request shall comply with applicable law.

## MASTER SOFTWARE LICENSE, SERVICES, AND LEASE AGREEMENT

This Master Software License, Services and Lease Agreement (the “**Agreement**”) is between Ramsey County (“**County**” and “**Customer**”), and KNOWiNK, LLC (“**KNOWiNK**” and “**Contractor**”). The parties above shall also be referred to individually, as the “**party**” and collectively, the “**parties**”. This Agreement is subject to the terms and conditions of the Professional Services Agreement, PRREL000035 (“**PSA**”) which is fully incorporated herein. To the extent of any conflict or inconsistency between this Agreement and the terms of the PSA, the PSA shall prevail.

The parties agree as follows:

KNOWiNK shall provide to Customer, Software, Hardware, and Services for electronic poll books (“**EPBs**”) system known as the KNOWiNK Poll Pad® System (the “**System**”). KNOWiNK shall provide license to certain software (the “**Software**”) from KNOWiNK, to train Customer and/or its designated personnel in the use of the System. KNOWiNK shall provide for purchase, lease, or both of certain hardware (“**Hardware**” and “**Equipment**”).

KNOWiNK shall perform such services and the other services described in this Agreement (the “**Services**”) for, **Software**, purchased, and leased Equipment to Customer;

WHEREAS, as Knowink’s subcontractor, Command Central, LLC. (“**Service Provider**”) will perform certain support services (as indicated below or in an attachment or exhibit) under this Agreement;

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, Customer and KNOWiNK agree as follows:

### 1. **PROVISION OF THE SYSTEM:**

KNOWiNK shall deliver and implement the System and the Software as described herein and within the attached Customer Pricing File (Attachment A-1, “**Quote**”), which is hereby deemed fully incorporated herein by reference.

### 2. **LICENSE AND SUPPORT; RESTRICTIONS:**

- 2.1. Subject to the terms and conditions of this Agreement and for so long as Customer has a current license and support subscription in effect, KNOWiNK grants to Customer a personal, nonexclusive, nontransferable, and limited license to use the Software (which includes firmware, meaning the Software embedded in any System device that allows execution of the software functions) and the applicable documentation. With this right to use, KNOWiNK will provide Customer, and Customer will be permitted to use, only the run-time executable code and associated support files of the Software for Customer’s internal requirements as part of the System. The Software may be used only at the Licensed Location specified as the jurisdiction on **Attachment 2A** and only on the hardware or other computer systems authorized by KNOWiNK in writing. Customer’s use of the Software will be limited to the number of licenses specified in the applicable Quote. Only Customer and its authorized employees, agents or contractors may use or access the Software.

To the extent Software contains embedded third-party software, such as Apple Inc.'s operating software, third party licenses may apply.

- 2.2. Subject to the terms and conditions of the Professional Services Agreement between KNOWiNK and Ramsey County ("PSA"), and this Agreement, KNOWiNK shall provide: (a) annual software maintenance and support ("**Software Support Services**") and (b) the implementation, training, support and/or other services ("**Professional Services**" and "Services") set forth in this Agreement and the applicable Customer Pricing File provided in Attachment A-1 and Attachment B, Command Central Training and Election Day Support Agreement. Software Support Services will consist of periodic updates to the Software, issued at KNOWiNK's discretion. KNOWiNK does not warrant that all errors or defects will be corrected to the extent such errors or defects require the assistance of other individuals or entities.
- 2.3. Customer may not modify or copy the System or Software. Customer shall not, under any circumstances, cause or permit the adaptation, conversion, reverse engineering, disassembly, or de-compilation of any Software or attempt to derive the source code thereof. Customer shall not use any Software for application development, modification, or customization purposes, except through KNOWiNK.
- 2.4. The duplication, reproduction, release, modification, disclosure, or transfer of the System or Software is restricted in accordance with the terms and conditions contained in this Agreement. All other use is prohibited. Further, the System and Software were developed at KNOWiNK's private expense and are commercial in nature.
- 2.5. Customer acknowledges and agrees that the design of the System and the Software, and any and all related patents, copyrights, trademarks, service marks, trade names, documents, logos, software, microcode, firmware, information, ideas, concepts, know-how, data processing techniques, documentation, diagrams, schematics, equipment architecture, improvements, code, updates, trade secrets and material are the property of KNOWiNK and its licensors. Customer agrees that the sale and/or lease of the hardware and license of the Software does not, other than as expressly set forth herein, grant to or vest in Customer any right, title, or interest in such proprietary property.
- 2.6. All KNOWiNK source code is in escrow with the State of Minnesota.
- 2.7. Subject to the terms and conditions of this Agreement, KNOWiNK or Service Provider will provide Customer with phone support and will provide all other Services, including implementation, any technical support, Software Support Services, and training.
- 2.8. Subject to the terms and conditions of this Agreement, KNOWiNK or Service Provider may, if so elected by Customer within Attachment B, provide Customer

with certain additional pre-election, early voting, voting day, and post-election Services as further described within Attachment B, this includes but is not limited to training, technical support, and software support that must be specifically selected by Customer.

### **3. LEASE OF EQUIPMENT**

3.1. Customer requests that KNOWiNK purchase the Equipment from supplier(s) ("Supplier") or manufacturer(s) ("Manufacturer") and lease the Equipment to Customer on the terms and conditions contained herein (the "Lease"). To the extent the Manufacturer's or Supplier's logo may appear on this Agreement, it is understood that KNOWiNK is a funding source, but is not the Manufacturer or Supplier. The Manufacturer or Supplier may not alter the terms of this Agreement or any Lease or make any promises or arrangements which alter the Customers rights or obligations hereunder

#### **3.2. TERM AND RENT FOR INITIAL EQUIPMENT AS PROVIDED IN PSA and QUOTE:**

- a. Equipment: See Attachment A-1 – Customer Pricing File.
- b. Lease Term: This Lease shall commence on the day that Customer executes a Delivery and Acceptance Certificate pursuant to Section 5 of the PSA, with respect to the Equipment and/or confirms its acceptance of the Equipment to KNOWiNK. The initial lease term shall be for thirty-six (36) months ("Initial Lease Term"). Customer shall have the right to renew this Agreement for an additional thirty-six (36) months and receive upgraded hardware (provided the prior hardware is returned in good condition as provided below) ("the Renewal Lease Term). Equipment will be delivered only after the initial payment.
- c. Lease Payments: Payment by Customer for the Equipment is due to KNOWiNK in accordance with the schedule as agreed between KNOWiNK and Customer. Failure to make payments in accordance with this schedule may result in KNOWiNK removing its Equipment and terminating its Services.
- d. Maintenance: KNOWiNK will provide Software Support Services at no additional charge only upon receipt of the annual lease and annual maintenance payments as set forth above and within the Attachment A-1 - Customer Pricing File.
- e. Upgraded Equipment: Subject to Customer being in good standing under this Agreement, and upon Customer returning all original Equipment from the Initial Lease Term to KNOWiNK in good condition and in working order acceptable to KNOWiNK, KNOWiNK shall provide Customer with upgraded Equipment at the commencement of Year 4 as set forth within the Attachment A-1.
- f. End of Lease: Upon expiration of the Renewal Lease Term, provided Customer is in good standing with all of its Lease Payments, Customer shall have the option to purchase the Equipment set forth in Attachment A-1 at the Fair Market Value. If Customer does not elect to purchase the Equipment, Customer must return all items of Equipment to KNOWiNK in good working condition, normal use wear excluded, with all Software unmodified or tampered. Customer agrees to provide KNOWiNK with written notice of Customer's decision not more than 180 days and not less than 30 days prior to the expiration of the Lease Term. If by proper notice, Customer elects to purchase the Equipment, then upon KNOWiNK's receipt of the Fair Market Value payment and all other sums due hereunder, including the

annual maintenance fee, KNOWiNK shall convey title to the Equipment to Customer free of liens and encumbrances created by KNOWiNK on an AS-IS, WHEREAS-IS basis without warranty.

- 3.3. CUSTOMER'S OBLIGATION TO PAY ALL LEASE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTER-CLAIM FOR ANY REASON WHATSOEVER AND WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH CUSTOEMR MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE MANUFACTURER.
- 3.4. CUSTOMER MAY NOT ASSIGN THIS AGREEMENT, ANY LEASE OR THE RIGHTS HEREUNDER, NOR WILL THE CUSTOMER SUBLEASE OR LEND THE EQUIPMENT OR SUBMIT IT TO BE USED BY ANYONE OTHER THAN CUSTOMER'S EMPLOYEES OR THE EMPLOYEES OF ANY OTHER AGENCY, DEPARTMENT OR POLITICAL SUBDIVISION WITHOUT THE PRIOR WRITTEN CONSENT OF KNOWiNK, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. KNOWiNK may assign any interest in this Agreement or any Lease and in each item of the Equipment and monies to become due to KNOWiNK hereunder, and the new owner will have the same rights and benefits that KNOWiNK now has., The rights of the new owner will not be subject to any claims, defenses, or set-offs that Customer may have against KNOWiNK. Any such assignment, sale or transfer of a Lease or the Equipment will not relieve Customer of any obligations to KNOWiNK under the Lease.
- 3.5. Customer will, at its sole expense, surrender the Equipment then subject to any Lease upon a termination of the Lease, pursuant to the provisions hereof, prior to the expiration of the Lease Term by delivering the Equipment to the KNOWiNK, or its designee, at a location and designated by the KNOWiNK within the Continental United States. In the case of Software, Customer shall destroy all intangible items constituting such Software and deliver to KNOWiNK all tangible items constituting such Software. At KNOWiNK's request, Customer shall also certify in a form acceptable to KNOWiNK that: (i) Customer has complied with the above Software return provisions, (ii) Customer will not use the Software after the expiration or earlier termination of the Lease Term; and (iii) Customer will permit KNOWiNK and/or the Supplier or Manufacturer of the Software to inspect Customer's locations to verify compliance with the terms hereof. The Customer, at its sole expense, will pack or crate the Equipment or its component parts carefully and in accordance with any recommendations of the Manufacturer with respect to similar new Equipment before surrendering the Equipment to the KNOWiNK. When an item of Equipment is surrendered to the KNOWiNK it will be in the condition and repair required to be maintained under this Agreement. If KNOWiNK reasonably determines that an item of Equipment, once it is returned, is not in the good working condition as noted above, KNOWiNK may cause the repair or service of the Equipment to achieve such condition and upon demand, Customer will promptly reimburse KNOWiNK for all amounts reasonably expended in connection with the foregoing. Customer shall remove all confidential information from the Equipment prior to return to KNOWiNK in compliance with all applicable state and federal laws and

- 3.6. Customer is responsible for the risk of loss or destruction of, or damage to the Equipment until the Equipment is returned to KNOWiNK. No such loss or damage will relieve Customer from any obligation under this Agreement or any Lease, which will continue in full force and effect. Customer will promptly notify KNOWiNK in writing of any loss or destruction or damage to the Equipment and Customer will, , (a) repair the Equipment to good condition and working order, or (b) replace the Equipment with identical Equipment in good repair, condition and working order, acceptable to KNOWiNK and transfer clear title to or a right to use, as appropriate, such replacement Equipment to KNOWiNK, whereupon such Equipment will be subject to the Lease and be deemed the Equipment for purposes hereof. All proceeds of insurance received by KNOWiNK as a result of such loss or damage will, where applicable, be applied toward the replacement or repair of the Equipment or the payment of the obligations of Customer hereunder.
- 3.7. During the term of each Lease, Customer will self-insure the Equipment against all risks of loss or damage in an amount not less than the replacement cost of the Equipment. Customer will also self-insure for both personal injury and property damage.
- 3.8. Customer hereby represents, warrants and covenants to KNOWiNK the following with respect to each Lease as of the date Customer executes the Delivery and Acceptance Receipt related thereto: (a) Customer is organized and validly existing under the laws of the state of its organization, with adequate power and capacity to enter into the Lease, all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with the Lease or the Equipment (hereinafter "Documents") and is duly qualified to do business wherever necessary to carry on its present business; (b) the Documents have been duly authorized, executed and delivered by Customer and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (d) the entry into and performance by Customer of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Customer or (ii) result in any breach of or constitute a default under any agreement (other than the Lease or any purchase money security interest retained by any supplier) to which Customer is a party; (e) there are no suits or proceedings pending or threatened against or affecting Customer, which will have a material adverse effect on the ability of Customer to fulfill its obligations under the Lease; (f) the Equipment will be used for business purposes, and not for personal, family or household purposes; (g) Customer will comply with all laws, regulations and orders relating or pertaining to the Equipment, this Agreement or any Lease;; and (h) Customer will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Equipment or KNOWiNK's title thereto, except such liens as may arise through the independent acts or omissions of the KNOWiNK; and Customer, at its own expense, will promptly pay, satisfy or otherwise take such actions as may be necessary to keep the Equipment free and clear of any and all such liens.

**4. OBLIGATIONS:**

- 4.1. Shipping dates are approximate and are based, to a great extent, on prompt receipt of all necessary ordering information from Customer. Billing will commence once delivery of Poll Pad units have been made.
- 4.2. On Non-Election Days KNOWiNK will physically or remotely answer or respond to a service call request within eight (8) hours. On Election Day, KNOWiNK's help desk will be available for calls one hour prior to polls opening until one hour after polls close. On Election Day all calls will be acknowledged and/or addressed within one hour.
- 4.3. Each party agrees to comply with applicable laws, rules and regulations in connection with its performance under this Agreement or use of the System, Software or Services. The System, Software and components thereof may be subject to U.S. and other government export control regulations. Customer shall not export or re-export all or a part of the System or the Software.

**5. TERM; TERMINATION:**

- 5.1. Sections 2.3-2.5, 3, 4, 9, 10, 11 shall survive any termination or expiration of this Agreement or the applicable order. All other rights and obligations shall be of no further force or effect.

**6. PRICING:**

- 6.1. Prices for hardware, including the lease of initial Equipment, shall be specified by KNOWiNK in the relevant quotation or proposal including prices for backordered hardware: prices in Quotes signed by both Parties are not subject to change. Unless otherwise noted, all prices include shipping and packing costs, and insurance.
- 6.2. The "**Annual Fee**" is the combined, annual fee for licensing (in the case of Software) and support (a "**License and Support Subscription**"). Pricing for the initial Annual Fee is the amount specified in the Quote and/or **Attachment A-1**. KNOWiNK may increase the Annual Fee for a renewal term with 30-days notice to Customer before the term renews in accordance with the terms of the PSA.
- 6.3. Pricing for other Services shall be set forth in the applicable Quote and Attachment B.
- 6.4. All prices are exclusive of applicable taxes. All taxes shall be payable by Customer, unless Customer presents KNOWiNK with a proper certificate of exemption from such tax. If Customer challenges the applicability of any such tax, Customer shall pay the tax and may thereafter seek a refund. In the event KNOWiNK is required to pay any tax at time of sale or thereafter, Customer

shall promptly reimburse KNOWiNK therefore.

**7. ORDERS:**

Customer may request a quotation from time to time. The existence of this Agreement does not obligate Customer to request a quotation, purchase any Services or lease any products KNOWiNK reserves the right to accept or reject any order initiated by Customer in KNOWiNK's discretion. Only signed Quotes will obligate the parties. Each Quote shall be subject to the terms and conditions of this Agreement and the PSA.

**8. CONFIDENTIALITY:**

- 8.1. **"Confidential Information"** means any confidential or proprietary information of a party, including information related to KNOWiNK's business or the System or Software (and applicable documentation), and the terms and conditions of this Agreement. Confidential Information does not include information that was (a) at the time of disclosure or through no fault of the receiving party, in the public domain, (b) in the possession of the receiving party at the time of disclosure to it without any obligation to restrict use or disclosure, (c) received by a third party who had a lawful right to disclose such information without any obligation to restrict use or disclosure; or (d) defined as public government data by the Minnesota Government Data Practices Act pursuant to Minn. Stat. § 13.02, subs. 14 or 15.
- 8.2. Each party will keep in confidence and protect Confidential Information (electronic or hard copy) from disclosure to third parties and restrict its use to performance or use of the Software or System pursuant to this Agreement and other uses expressly permitted under this Agreement. Customer shall take all reasonable steps to ensure that the trade secrets and proprietary data contained in the System and Software and the other Confidential Information are not disclosed, copied, duplicated, misappropriated, or used in any manner not expressly permitted by the terms of this Agreement. Customer acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss to KNOWiNK or their suppliers and licensors.
- 8.3. Upon termination or expiration of this Agreement or, if earlier, upon termination of Customer's permitted access to or possession of Confidential Information, Customer shall return to KNOWiNK all copies of the Confidential Information in Customer's possession (including Confidential Information incorporated in software or writings, electronic and hard copies).
- 8.4. Each party will inform its employees and other agents and contractors of their obligations under this Section and shall be fully responsible for any breach thereof by such personnel.

**9. INDEMNIFICATION:**

- 9.1. **Indemnity.** KNOWiNK, at its own expense, will defend Customer against any claim that the System or the Software infringes an issued United States patent, registered United States copyright, or misappropriates trade secrets protected under United States law, and shall indemnify Customer against and pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided Customer (a) gives KNOWiNK prompt written notice of such claims; (b) permits KNOWiNK to control the defense and settlement of the claims; and (c) provides all reasonable assistance to KNOWiNK in defending or settling the claims.
- 9.2. **Remedies.** As to the System or Software that is subject to a claim of infringement or misappropriation, KNOWiNK may (a) obtain the right of continued use of the System or Software for Customer or (b) replace or modify the System or Software to avoid the claim. If neither alternative is available on commercially reasonable terms, then, at the request of KNOWiNK, any applicable Software license and its charges will end, Customer will cease using the applicable System component or Software, Customer will return to KNOWiNK all applicable KNOWiNK hardware, Equipment and components and return or destroy all copies of the applicable Software, and Customer will certify in writing to KNOWiNK that such return or destruction has been completed. Upon return or KNOWiNK's receipt of certification of destruction, KNOWiNK will give Customer a credit for the price paid to KNOWiNK for the returned or destroyed System Component or Software., less a reasonable offset for use.
- 9.3. **Exclusions.** KNOWiNK will not defend or indemnify Customer if any claim of infringement or misappropriation (a) is asserted by an affiliate of Customer; (b) results from Customer's design or alteration of any System component or Software; (c) results from use of any System component or Software in combination with any non-KNOWiNK product, except to the extent, if any, that such use in combination is restricted to the System designed by KNOWiNK; (d) relates to third-party hardware or software alone; or (e) arises from Customer-specified customization work undertaken by KNOWiNK or its designees in response to Customer specifications.

**10. WARRANTY; LIMITATION OF LIABILITY:**

- 10.1. Except for any warranties as expressly set out in the Agreement, KNOWiNK does not make any warranty of any kind concerning the Services, Equipment and/or Software, and hereby disclaims any and all express or implied warranties of any kind. No advice or information, whether oral or written, obtained from KNOWiNK or elsewhere will create any warranty not expressly stated in this Agreement.
- 10.2. Without limitation as to the generality of the foregoing, KNOWiNK does not warrant or otherwise commit that: (a) the Services, or the access thereto or

use thereof, will be available, uninterrupted or error-free; (b) Services will meet Customer's requirements or expectations regarding for example any particular performance or availability criteria; (c) content or data will not be lost or damaged; (d) errors will be corrected or any particular support requests will be resolved to meet Customer's needs. Any reference to "unlimited" access, use, storage or otherwise with respect to the Services is subject to the technical limitations of the relevant functionality, service, feature, product. Subject to and without waiving the disclaimer of warranty set forth herein, the current service level of the Services (measured on a 24-hour 7-days a week basis over the course of 365 days) has an approximate uptime of 99.99% during elections and 99.95 during non-election periods, excluding any applicable maintenance period of sixty (60) minutes or an event of force majeure as set forth within Section 13 below.

- 10.3. KNOWiNK warrants all Software provided hereunder to be free from defects in material or workmanship, be free of illicit or harmful code, not contain hidden files or viruses, not replicate, transmit or activate themselves, not alter, damage or erase data or computer programs, under normal use and service for the term of this Agreement. All repair and maintenance covered by this warranty must be done by KNOWiNK, or other such warranty repair facilities of KNOWiNK as designated by KNOWiNK unless KNOWiNK specifically directs that this service be performed at another location. Any defect found to be within this scope of the warranty will be repaired by KNOWiNK and all charges for labor and material, will be borne by KNOWiNK. KNOWiNK warrants that all Professional Services will be performed in a professional and workmanlike manner. The Software warranty provided herein shall be provided through the Software Support Services and Professional Services set forth above provided that Customer has a current license and support subscription in effect. KNOWiNK does not warrant that all errors or defects will be corrected. Failure to maintain the subject license and subscription in effect shall void the warranty.
- 10.4. KNOWiNK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THIRD PARTY HARDWARE, IF ANY, PROVIDED BY KNOWiNK TO CUSTOMER, ALL OF WHICH IS SOLD, LICENSED, OR SUBLICENSED TO CUSTOMER "AS IS," OTHER THAN AS MAY BE PROVIDED IN ANY PASS-THROUGH WARRANTY. KNOWiNK HAS NO RESPONSIBILITY OR LIABILITY FOR THIRD PARTY HARDWARE, IF ANY, PROVIDED BY DISTRIBUTORS OR OTHER THIRD PARTIES TO CUSTOMER. THIS SECTION 11 CONSTITUTES THE SOLE AND ENTIRE WARRANTIES MADE BY KNOWiNK, EITHER EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE FACE HEREOF, HEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 10.5. Customer is solely responsible for any hardware or software purchased from an outsource. KNOWiNK will not be liable for such products.

- 10.6. Any tampering, misuse or negligence in handling or use of products provided hereunder renders the warranty void. Further, the warranty is void if, at any time, Customer or any third party attempts to make any internal changes to any of the components of the products provided hereunder; if at any time the power supplied to any part of the product exceeds the rated tolerance; if any external device attached by Customer creates conditions exceeding the tolerance of the product; or if any time the serial number plate is removed or defaced. OPERATION OF THE EQUIPMENT THAT RENDERS THIS WARRANTY VOID WILL BE DEFINED TO INCLUDE ALL OF THE POSSIBILITIES DESCRIBED IN THIS PARAGRAPH, TOGETHER WITH ANY PRACTICE WHICH RESULTS IN CONDITIONS EXCEEDING THE DESIGN TOLERANCE OF THE PRODUCT.
  
- 10.7. IN NO EVENT SHALL KNOWiNK BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AND CUSTOMER'S REMEDIES SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF NONCONFORMING SERVICES, UNITS OR PARTS. EACH OF KNOWiNK'S MAXIMUM AGGREGATE LIABILITY HEREUNDER; excluding KNOWiNK's indemnification obligations, claims for personal death/injury, or data breach; SHALL NOT EXCEED FEES RECEIVED BY SERVICE PROVIDER DURING THE 12 MONTHS PRECEDING THE APPLICABLE CLAIM.

**Attachment 2A**

**General Information**

<b>Customer Jurisdiction Name:</b>	
<b>Licensed Location (City/State):</b>	
<b>Customer Contact(s):</b>	
<b>Billing Address:</b>	
<b>City / State / ZIP:</b>	
<b>Shipping Address (if different):</b>	
<b>City / State / ZIP:</b>	
<b>Contact Telephone:</b>	
<b>Alternate Telephone:</b>	
<b>Fax:</b>	
<b>Email:</b>	



	Unit Price	
	WIFI	Cellular
<b>Poll Pad Package with I360 Stand and Receipt Printer</b>	<b>\$1,610.00</b>	<b>\$1,740.00</b>
<b>Poll Pad Package with Flip Stand and Receipt Printer</b>	<b>\$1,695.00</b>	<b>\$1,825.00</b>
<b>PollPad Package No Receipt Printer</b>	<b>\$1,210.00</b>	<b>\$1,340.00</b>

	Unit Price
<b>Poll Pad Software License</b>	<b>\$725.00</b>

**BASE POLL PAD HARDWARE**

iPad 9ty Gen Wi-Fi 64Gb	\$300.00
iPad 9th Gen Cellular 64 GB	\$430.00
i360 Swivel Stand	\$50.00
Flip Stand	\$135.00
Transport Case 910	\$110.00
Transport Case 920 either Foam Style	\$135.00
Stylus (2)	\$5.00
Shipping	\$20.00

**Printers**

Receipt Printer	\$375.00
Label Printer	\$525.00

**Realtime Connectivity**

Greater Than 500 Units	\$ 5,000.00
499 -100 Units	\$ 2,500.00
Less Than 100 Units	\$ 1,000.00

**Accessories**

Encoders	\$110.00
iSync Drives	\$40.00
Star Micronics Printer Power Supply	\$60.00
Polling Place Power Strip	\$40.00
i360 Sled	\$17.50
i360 ID Tray	\$7.50
i360 Arm & Base	\$25.00
USB-Lightning Cable 18" or 3'	\$10.00
USB-Lightning Cable 9' or 10'	\$15.00
USB Power Adapter	\$10.00
Apple branded 3' USB Lightning Cable	\$20.00
Apple branded USB Power Adapter 2.1a	\$19.00
Microfiber cleaning cloth	\$1.00

**Paper**

Printer Paper (50 qty. case)	\$135.00
Printer Paper (single roll)	\$3.00
Label Printer Paper, 3" (Case of 12, 6,000 labels per case)	\$250.00
Label Printer Paper 3" (Single roll, 500 labels)	\$24.00
Label Printer Paper, 2" (Case of 12, ? labels per case)	\$150.00
Label Printer Paper 2" (Single roll, ? labels)	\$15.00

**Unit Pricing**

	<u>Purchase Price</u>	<u>Monthly Pricing</u> <u>3 Year</u> <u>FMV</u>	<u>Annual Pricing</u> <u>3 Year</u> <u>FMV</u>	<u>Total Cost</u> <u>3 Year</u> <u>FMV</u>
<b>Poll Pad Software License</b>	<b>\$725.00</b>	\$ 23.50	\$ 282.00	\$ 846.00
<b>BASE POLL PAD HARDWARE</b>				
iPad 9ty Gen Wi-Fi 64Gb	\$300.00	\$ 8.25	\$ 99.00	\$ 297.00
iPad 9th Gen Cellular 64 GB	\$430.00	\$ 11.75	\$ 141.00	\$ 423.00
i360 Swivel Stand	\$50.00	\$ 1.65	\$ 19.80	\$ 59.40
Flip Stand	\$135.00	\$ 4.35	\$ 52.20	\$ 156.60
Transport Case 910	\$110.00	\$ 3.55	\$ 42.60	\$ 127.80
Transport Case 920 either Foam Style	\$135.00	\$ 4.35	\$ 52.20	\$ 156.60
Stylus (2ea)	\$5.00	\$ 0.15	\$ 1.80	\$ 5.40
<b>Printers</b>				
Receipt Printer	\$375.00	\$ 10.35	\$ 124.20	\$ 372.60
Label Printer	\$525.00	\$ 14.50	\$ 174.00	\$ 522.00
<b>Accessories</b>				
Encoders	\$110.00	\$ 3.55	\$ 42.60	\$ 127.80
iSync Drives	\$40.00	\$ 1.30	\$ 15.60	\$ 46.80
i360 Sled	\$17.50	\$ 0.60	\$ 7.20	\$ 21.60
i360 ID Tray	\$7.50	\$ 0.25	\$ 3.00	\$ 9.00
i360 Arm & Base	\$25.00	\$ 0.83	\$ 9.90	\$ 29.70

Instead of purchasing the equipment, KNOWiNK would like to offer the ability to lease the equipment from KNOWiNK over a three or four year term and then return the equipment to KNOWiNK and receive the latest version of equipment if you renew the lease for another three or four year period. This will allow you to have the most secured Hardware and Software for your Poll Pads.

Unit Price

**Poll Pad Annual Maintenance** \$150.00

**Epulse Annual Maintenance for Real-Time Connectivity**

Greater Than 500 Units	\$ 1,000.00
499 -100 Units	\$ 500.00
Less Than 100 Units	\$ 200.00

**KNOWiNK Care**

KNOWiNK Care IPAD Only \$ 45.00

KNOWiNK Care All Hardware \$ 75.00

e.g. Screen repair

	<u>Unit Price</u>	<u>Annual Leasing</u>	<u>3 Year Leasing Total</u>
<b>Poll Print Initial License</b>	\$ 1,000.00	#REF!	#REF!
<b><u>PollPrint Hardware</u></b>			
iPad 9ty Gen Wi-Fi 64Gb	\$ 300.00	\$ 99.00	\$ 297.00
Transport Case 910	\$ 110.00	\$ 42.60	\$ 127.80
i360 Sled	\$ 17.50	\$ 7.20	\$ 21.60
Connection Package	\$ 250.00	\$ 97.20	\$ 291.60
Printer	\$ 950.00	\$ 367.80	\$ 1,103.40
Cabinet	\$ 1,700.00	\$ 660.00	\$ 1,980.00
Back up Battery	\$ 1,000.00	\$ 330.00	\$ 990.00
Shipping	\$ 200.00		
<b><u>Disposables</u></b>			
Toner	\$ 150.00		
Drum	\$ 150.00		
<b>Annual Maintenance</b>	\$ 500.00		

**Unit Price**

**Poll Synchs**

**Purchase**

Poll Synch (1 Thunder Stations)	\$ 8,000.00
Annual Maintenance	\$ 2,000.00
One Day Installation & Training	\$ 2,500.00 per day per person

**Lease**

3 years lease \$500 per mo.

*Includes installation, initial training and annual maintenance*

*After 3 years, client owns the equipment and pays annual maintenance of \$2,000 or can start new 3-year lease*

**Pay per Use**

Daily Rate per PollSync Unit	\$2,000
Daily Rate per Staff (loading iPads)	\$2,500
Approx No. of iPads per Day per PollSyn	\$ 500

*\*Annual Maintenance includes one onsite visit (1 Person for 1 day). Additional onsite visits are charged at \$2,500/Day/Person.*

**Meraki Access Points**

Meraki Access Point Including 3 year	\$ 2,500.00
Meraki 3 year Renewal	\$ 300.00

The initial purchase includes a 3 year software licenense after third year an additional \$300.00 will be invoiced for another 3 year software license

**Unit Price**

**Cradle Points**

Cradle point Router 200	\$350.00
Cradle point Router 600	\$650.00
Cradle point Router 900	\$1,500.00

**Data Fees**

Annual Data Activation	\$ 15.00
Data Usage Per Election	\$ 30.00

Poll Connect Case	\$ 750.00
-------------------	-----------

The initial purchase includes a 3 year software licenense after third year an additional \$300.00 will be invoiced for another 3 year software license

Still Needs Work

<u>ANNUAL SUBSCRIPTION SERVICE AMOUNT</u>	<u>Baseline/YR</u>	<u>Premium/YR</u>
<b><u>Number of Registered Voters</u></b>		
< 500,000	\$ 7,500.00	\$ 12,500.00
500,001 to 1,000,000	\$ 12,000.00	\$ 18,000.00
>1,000,000	\$ 15,000.00	\$ 25,000.00
Statewide	\$ 50,000.00	\$ 75,000.00
Hosting Fee	\$1000/month	\$1000/month
If support is needed for Election	\$2,500/hd/day	\$2,500/hd/day
Any features above Premium		\$225/HR

**Baseline Package:**

- Integration with Dominion/ES&S/Hart
- Defined Home Page
- Customized Seal
- Precinct Reporting
- Voter Turnout
- Results % only
- Favorite button
- Share Button
- Search function
- Download function

**Premium Upgrades:**

- Fully Configurable Home Page
- Wallboards
- Mapping Race/Precinct
- Results % and Actual Numbers

# KNOWiNK Election Services

<b>Pre-Election</b>	0-100k voters Min 2 days (\$2,500/hd/day) 1 Staff Min Required	100k-500k voters 3-4 days (\$2,350/hd/day) 2-5 Staff Min Required	500k-1M voters 5-6 days (\$2,250/hd/day) 5-7 Staff Min Required	1M-4M voters 7-8 days (\$2,150/hd/day) 7-15 Staff Min Required	Over 4m voters 9 days or more (\$2,000/hd/day) 15 Staff Min Required
<b>Early Voting</b>	EV Period Min 4 up to 7 days (\$2,500/hd/day) 1 Staff Min Required	EV Period 8-14 days (\$2,350/hd/day) 2-5 Staff Min Required	EV Period 15-21 days (\$2,250/hd/day) 5-7 Staff Min Required	EV Period 22-30 days (\$2,150/hd/day) 7-15 Staff Min Required	EV Period Over 30 days (\$2,000/hd/day) 15 Staff Min Required
<b>Election Day</b>	0-100k voters 1+ day (\$4,000/hd/day) 1 Staff Min Required **Presidential Elections \$5,000**	100k-500k voters 1+ day (\$3,750/hd/day) 2-5 Staff Min Required **Presidential Elections \$5,000**	500k-1M voters 1+ day (\$3,500/hd/day) 5-7 Staff Min Required **Presidential Elections \$5,000**	1M-4M voters 1+ day (\$3,250/hd/day) 7-15 Staff Min Required **Presidential Elections \$5,000**	Over 4m voters 1+ day (\$3,000/hd/day) 15 Staff Min Required **Presidential Elections \$5,000**
<b>Post-Election</b>	PE Period Min 2 up to 3 days (\$2,500/hd/day) 1 Staff Min Required	PE Period Min 4 days (\$2,350/hd/day) 2-5 Staff Min Required	PE Period Min 5 days (\$2,250/hd/day) 5-7 Staff Min Required	PE Period Min 6 days (\$2,150/hd/day) 7-15 Staff Min Required	PE Period 7 or more days (\$2,000/hd/day) 15 Staff Min Required
<b>Bundle Discount</b>	<b>Up to 10%</b>	<b>Up to 10%</b>	<b>Up to 10%</b>	<b>Up to 10%</b>	<b>Up to 10%</b>

## Pre-Election (up to 2 weeks long)

Configure Poll Pads for Election  
Cradle Points configuration  
Downloading the election data  
Verifying the Poll Pad is ready for voting

## Early Voting (varies by jurisdiction)

Staff on site for EV support

## Election Day

Staff on site for Election Day support

## Post Election (up to 1 week after)

Uploading election data into ePulse  
Inventory and storage of Poll Pads and accessories

**Unit Price**

Base Annual Fee	\$ 48,000.00
Annual Per Poll Pad Surge Charge	\$10.00

Fee for transition

## **Poll Pad - Training & Election Day Support Options**

### **Train-the-Trainer at Your County - \$1,500 per day**

Command Central brings the training to you. Intended for election officials that will be responsible for training Election Judges throughout your county. Classroom-style training with hands-on interaction from start to finish. Includes Poll Pad set up, checking in and registering voters. We'll walk through miscellaneous scenarios that Roster Judges may encounter in a typical Election Day and leading up to it. Training will occur on your county's Poll Pads that we'll work with you to load in advance. We'll leave you with county-tailored presentations and documents for future training with your municipalities.

We suggest three hours per training session (one morning, one afternoon) and a manageable group size (1-2 people per Poll Pad). If desired, we can have a working lunch exploring ePulse with county staff that would be responsible for building elections and monitoring activity on Election Day.

### **Train-the-Trainer at our St. Cloud Office - \$800 per day**

The same content that we'd bring to your county as noted above, plus additional exposure to ePulse. Intended audience is election staff or judges from your county that would be responsible for future training to others. Classroom-style training with hands-on interaction from start to finish. You'll train on our Poll Pads that will be set up and ready to go. We recommend no more than 6-8 attendees for maximum effectiveness.

### **Dedicated Online Training for Your County - \$250 for 1-hour session**

Similar to [Train-the-Trainer at Your County](#) but a viewing-only training offering convenience of tuning in remotely. A recording of the online training will be available for later viewing. Electronic copies of the presentation and handouts will be available after the training session.

---

### **Dedicated Election Day Poll Pad Support - \$1,500 per day**

We'll have a Command Central employee in your County on Election Day to be available should any Poll Pad issues or questions arise at the county or polling locations. This includes an in-person technician for troubleshooting any issues that may arise.

NOTE: If any of the above services are booked/appointments made, then there is a charge. If someone just calls Command Central for a question or help on something, then we do NOT charge. That is a professional courtesy. You can call and get help!

# Board of Commissioners

## Request for Board Action

Item Number: 2023-446

Meeting Date: 10/17/2023

**Sponsor:** Property Management

### Title

Temporary Construction Easement and Access Agreement with VCI-VICRAMP, LLC

### Recommendation

1. Approve the temporary construction easement with VCI-VICRAMP, LLC, 344 Wabasha Street North, Saint Paul, MN, for construction of ingress and egress access to the city of Saint Paul skyway, at 360 Wabasha Street North, Saint Paul, MN, for the period of agreement execution through December 31, 2024.
2. Approve the access agreement with VCI-VICRAMP, LLC, 344 Wabasha Street North, Saint Paul, MN, for permanent ingress and egress access to the city of Saint Paul skyway, at 360 Wabasha Street North, Saint Paul, MN, for the one-time amount of \$1,000 and an annual fee of \$500 for the first five years, with a fee increase of \$200 for each subsequent five-year period.
3. Authorize the Chair and Chief Clerk to execute the temporary easement and access agreement.

### Background and Rationale

On March 31, 2023, Ramsey County purchased 360 Wabasha Street North, Saint Paul, MN, to relocate the Ramsey County Attorney's Office from their leased location at 345 Wabasha Street North, Saint Paul, MN.

One of the appeals of the facility at 360 Wabasha Street North was the opportunity to have the Ramsey County Attorney's Office within walking distance to the Ramsey County Courthouse by access through the city of Saint Paul skyway system. The accessible skyway route for attorneys and clients to walk directly to the Courthouse versus outside with client documentation or under stressful circumstances is critical in the services of the RCAO.

This opportunity for skyway access is possible by means of an access agreement for use and a temporary construction easement for construction with the adjacent Victory parking ramp, located at 344 Wabasha Street North.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

The racial equity impact of these easement is unknown.

### Community Participation Level and Impact

There is no community engagement for the easements and agreement.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

The terms of the permanent access agreement include access to the city of Saint Paul skyway system effective as of execution. The total expense of \$1,000 for 2023 is included in the budget for the project. The

annual fee of \$500 per year initially, and escalating \$200 every five years, is included in the proposed 2024-2025 Property Management operating budget and will continue to be in subsequent years.

**Last Previous Action**

On December 20, 2022, the Ramsey County Board approved the County Manager to execute the purchase of 360 Wabasha Street North, Saint Paul, MN (Resolution B2022-298).

**Attachments**

1. Temporary Construction Easement
2. Access Agreement

**AGREEMENT REGARDING TEMPORARY CONSTRUCTION EASEMENT**

**RAMSEY COUNTY and VCI-VICRAMP LLC**

**SKYWAY ACCESS BENEFITING 360 WABASHA**

The undersigned, VCI- VICRAMP LLC, (“GRANTOR”), are the fee owners of that certain real property located at 344 Wabasha Street North, County of Ramsey, State of Minnesota (“Property 1”), which is and legally described on **Exhibit A**, which is attached hereto and incorporated herein.

The undersigned, County of Ramsey, a political subdivision of the State of Minnesota (“Grantee”), is the fee owner of the that certain real property located at 360 Wabasha Street North, County of Ramsey, State of Minnesota (“Property 2”), which is and legally described on **Exhibit B**, which is attached hereto and incorporated herein.

Grantor, in consideration of good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the exchange of covenants herein contained, hereby grant and convey Grantee, its successors and assigns, a temporary construction easement (“Temporary Easement”) over, across, on, and through the Property located on the skyway level, which Temporary Easement is graphically depicted on **Exhibit C** (“Temporary Easement Area”), to have and to hold the same, unto the Grantee, its officials, employees, contractors, agents, and servants, commencing upon execution of this document and expiring, upon implementation of future permanent access easement for secured access, ingress to and egress from for the benefit of the Grantee’s employees but no later than December 31, 2024. The Temporary Easement is for the following purposes:

1. Installing an access door for Grantee’s employees or authorized personnel’s access to Property 2. See drawing attached hereto as **Exhibit D**.
2. The temporary construction easement would be replaced with a subsequent permanent access easement for ingress to and egress from Property 2 for the sole benefit of Grantee and its employees and authorized agents.

Except within the Temporary Easement Area, the Temporary Easement is not intended to and does not grant any public rights or duties with respect to the Grantor’s parcel. During construction of the door, Grantee agrees to maintain proper security of the skyway, keep the easement area clean and keep the skyway available for pedestrian traffic. Any temporary closure of the skyway shall be mutually agreed to in advance with Grantor and in accordance with any applicable skyway ordinances. Grantee will notify Grantor of any material changes to the construction plans included and approved as Exhibit D.

Grantor hereby grants the uses herein specified without divesting itself or its assigns of the right to use and enjoy the above-described Temporary Easement Area, subject only to the right of the Grantee to use the same for the purposes herein expressed. As a condition of this temporary easement grant, the Grantee shall, upon substantial completion of construction of the access door and prior to termination of the Temporary Easement, restore the Temporary Easement Area to its original condition so far as is reasonably practicable and as required.

All costs and expenses payable for the design and construction of the access door will be paid by the Grantee. As consideration for the grant of the easements pursuant to this Agreement, no portion of any such costs or expenses related to the design and construction of the access, will ever be levied or assessed against any portion of the Grantors’ parcel or the Grantor, their successors or assigns.

Grantee will require that any contractor performing work on Grantee’s or Grantor’s property located on or around the Temporary Easement Area under this Agreement obtain and will provide to the Grantee a certificate of insurance indicating, levels of liability and insurance coverage as specified below before entering Grantee or Grantor property under this Agreement.

<b><i>Commercial General Liability</i></b>	<b><i>Limit: \$1,500,000 per Occurrence, \$2,000,000 general aggregate</i></b>
<b><i>Auto (owned, hired, and non-owned)</i></b>	<b><i>Limit: \$1,000,000</i></b>

<i>Workers Compensation/Employers' Liability</i>	<i>In accordance with legal requirements applicable to contractor</i>
--------------------------------------------------	-----------------------------------------------------------------------

As further consideration for the grant of the Temporary Easement interests pursuant to this Agreement, as applied to the Temporary Easement Area only, Grantee will indemnify, defend and hold harmless Grantor and Grantor’s principals, employees and agents, and all future fee owners of Property 1, and such fee owner’s successors, assigns, mortgagees, tenants, licensees, and their respective successors and assigns, from and against any and all costs, liabilities, damages, expenses (including reasonable attorneys’ fees), suffered or incurred by any reason of the Grantee’s, its agents, invitees, contractors, servants or the public’s use, occupancy, possession, construction, maintenance, or repair upon and within the Temporary Easement Area, or breach of any covenant of this Agreement, including but not limited to any claim for hazardous substances. Grantee waives any and all statutory and common law immunity defenses relating to this Agreement.

Grantor, for itself, its successors and assigns, does not make any representation or warranty as to the quality, condition, or status of the Temporary Easement Area and the Grantee accepts the Temporary Easement Area “as-is” and “with all faults.”

Grantor will, if available to Grantor without further cost, provide to Grantee building drawings of the Temporary Easement Area, but without any representation or warranty of Grantor.

The obligations and rights under this Agreement will be binding upon and inure to the benefit of the parties hereto and each of their successors and assigns owning the land subject to this Agreement from time to time and shall run with the land; provided however, that Grantee will not assign its rights under this Agreement (except to another governmental entity) without the prior written consent of Grantor, which consent will not be unreasonably withheld.

A covenant is hereby made in favor of the Grantee that to the Grantor’s actual knowledge but with no representation and subject to all encumbrances of record, Grantor has good right and lawful authority to

sell and convey the Temporary Easement free and clear from all liens and encumbrances that would interfere with the full use and enjoyment of this Temporary Easement. Grantor shall not cause or allow any future encumbrance of the area covered by the Temporary Easement that is not subordinate to the Temporary Easement, and shall obtain consent to grant the Temporary Easement from any mortgagee with an interest in the Property.

Grantee will indemnify Grantor and hold Grantor harmless against any and all liability, costs (including reasonable attorney fees), damages, claims, or actions that Grantor, its managers or employee's hereafter may incur, to the extent resulting from a negligent or willful act or omission of Grantee, its officials or employees, or its failure to adequately perform an obligation under this Agreement. Grantee waives any statutory or common law immunity in connection with this indemnity obligation.

Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is transmitted by any electronic means, including without limitation a facsimile version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

Grantee and Grantor agree that the laws of the State of Minnesota will govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between

the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and will be deemed the result of negotiation among the parties and their respective legal counsel and will not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement will be brought solely in the courts of the State of Minnesota, Second Judicial District, or the United States District Court for the District of Minnesota.

This Temporary Easement may not be recorded.

Nothing contained herein shall be construed as restricting the Grantor from granting a future permanent easement or any other property right.

This Agreement represents the entire agreement between Grantee and Grantor. This Agreement supersedes all prior discussions, licenses, understandings, and other agreements of the parties, oral or written, relating to the transaction represented hereby.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the date last written below.

*[Remainder of the page left blank intentionally; Signature pages follow]*





**EXHIBIT A**

**Legal Description Grantor Property – Property 1**

The following described real property located in the County of Ramsey, and State of Minnesota:

Parcel 1:

The Southwesterly 167.5 feet of Block 20, St. Paul Proper, except the Northwesterly 150 feet of said Block 20, and except the Southeasterly 10 feet to be reserved for widening Fourth Street and except a triangle to measure 16 feet on each property at the intersection of Wabasha Street and Fourth Street after widening.

(Torrens Property, Certificate of Title No. 608896)

Parcel 2:

All that part of Block Twenty (20), City of Saint Paul (the plat known as City of Saint Paul, being also known as "St. Paul Proper") more particularly described as follows: Commencing at a point of beginning in the Northeasterly line of Wabasha Street, 75 feet Southeasterly measured along said line from the Northwesterly corner of said Block Twenty (20), formed by the intersection of the Northeasterly line of Wabasha Street and the Southeasterly line of Fifth Street, thence Northeasterly along a line parallel with the Southeasterly line of Fifth Street, 167.5 feet to a point, thence Southeasterly and parallel with the Northeasterly line of Wabasha Street, 75 feet to a point, thence Southwesterly and parallel with the Southeasterly line of Fifth Street, 167.5 feet to the Northeasterly line of Wabasha Street, thence Northwesterly along the Northeasterly line of Wabasha Street to the point of beginning;

and

That part of Block 20, St. Paul Proper, lying within the following described lines: Beginning at a point on the southwesterly line of Block 20, St. Paul Proper, 19.0 feet northwesterly from the southwest corner thereof; thence northwesterly along said southwesterly line a distance of 7.0 feet; thence easterly on a straight line to a point 10 feet northwesterly from the southeasterly line of said block and 16.0 feet northeasterly of the southwesterly line of said block; thence southwesterly along a line 10 feet northwesterly from and parallel to the southeasterly line of said Block 20, a distance of 4.0 feet; thence westerly along a straight line to the point of beginning.

(Abstract Property)

---

**EXHIBIT B**

**Legal Description of the Grantee Property – Property 2**

Real property in the City of Saint Paul, County of Ramsey, State of Minnesota, described as follows:

All that part of Block Twenty (20), St. Paul Proper, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota, more particularly described as follows:

Commencing at a point on the Northwestern corner of said Block Twenty (20) formed by the intersection of the Northeasterly line of Wabasha Street and the Southeasterly line of Fifth Street, which point is the point of beginning thence Northeasterly along the Southeasterly line of Fifth Street one hundred sixty-seven and five-tenths (167.5) feet to a point; thence Southeasterly and parallel with the Northeasterly line of Wabasha Street seventy-five (75) feet to a point; thence Southwesterly and parallel with the Southeasterly line of Fifth Street one hundred sixty-seven and five tenths (167.5) feet to the Northeasterly line of Wabasha Street; thence Northwesterly along the Northeasterly line of Wabasha Street to the point of beginning.

Together with the rights to occupy that part of the following described property upon which the foundations and window sills of the building (as constructed on February 5, 1954) encroach. Said rights were granted in Easement dated February 5, 1954, and recorded February 9, 1954, as Document No. 1326710, to wit:

All that part of Block 20, St. Paul Proper, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota, more particularly described as follows:

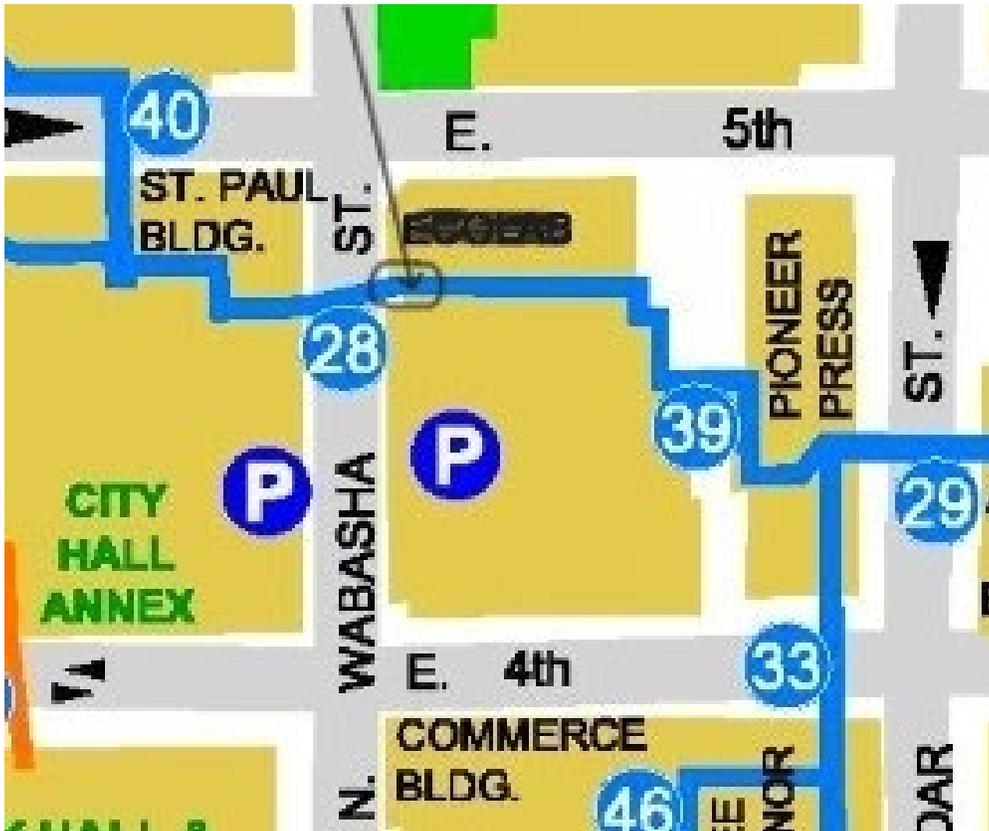
Commencing at a point of beginning in the Northeasterly line of Wabasha Street, 75 feet Southeasterly measured along said line from the Northwestern corner of said Block 20, formed by the intersection of the Northeasterly line of Wabasha Street and the Southeasterly line of 5th Street; thence Northeasterly along a line parallel with the Southeasterly line of 5th Street, 167.5 feet to a point; thence Southeasterly and parallel with the Northeasterly line of Wabasha Street, 2 feet to a point; thence Southwesterly and parallel with the Southeasterly line of 5th Street, 167.5 feet to the Northeasterly line of Wabasha Street; thence Northwesterly along the Northeasterly line of Wabasha Street, to the point of beginning.

Ramsey County, Minnesota

**EXHIBIT C**

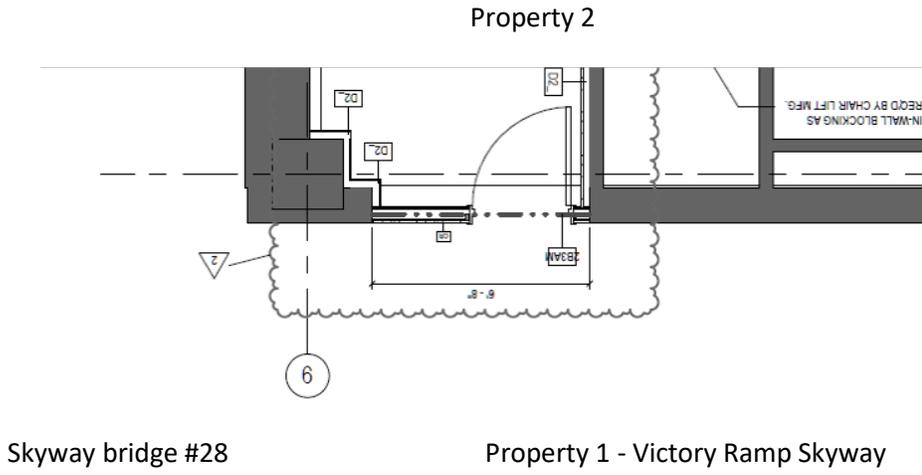
**Depiction of the Temporary Easement Area**

Temporary Easement Area in circled portion of skyway.



**EXHIBIT D**

**Drawing of the Access Door**



**ACCESS AGREEMENT BETWEEN  
RAMSEY COUNTY and VCI-VICRAMP LLC  
SKYWAY ACCESS BENEFITING 360 WABASHA**

This Agreement (AGREEMENT) is made by and between the VCI-VICRAMP, LLC, a limited liability company (“Grantor”), and County of Ramsey, a political subdivision of the State of Minnesota (Grantee).

**RECITALS**

A. The undersigned, Grantor, is the fee owner of that certain real property located at 344 Wabasha Street North, County of Ramsey, State of Minnesota (“Property 1”), which is and legally described on **Exhibit A**.

B. The undersigned, County of Ramsey, a political subdivision of the State of Minnesota (“Grantee”), is the fee owner of the that certain real property located at 360 Wabasha Street North, County of Ramsey, State of Minnesota (“Property 2”), which is and legally described on **Exhibit B**.

C. Grantee has installed a secured door for ingress and egress into Property 2, in order for its employees and authorized agents to gain access to the skyway located on the second level of Property 1 (“Access Area”), which is graphically depicted on **Exhibit C**.

D. Only employees of Grantee or other authorized personnel may access Property 2 from Property 1. This Agreement confers no right, title or interest to the general public.

E. Grantee may also require periodic access to the shared wall between Property 1 and Property 2 for the purpose of ongoing installation, maintenance and operation of access door and security devices.

**NOW THEREFORE**, based on the mutual promises and the terms and conditions stated herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Term and Termination.** This AGREEMENT is effective when executed by both parties and will remain in effect permanently. This AGREEMENT may be terminated by mutual agreement of the parties. If termination occurs after completion of construction of the access, the parties must meet and confer to address the possible removal of the access by Grantor prior to termination taking effect. If mutual agreement to terminate cannot be reached between the parties, the parties shall engage in an alternative dispute resolution process with an independent third party to assist in reaching mutual agreement.

2. **Persons Entitled to Use Access.** Current and future owners of Property 1 shall be subject to this Agreement. The ability to use the Access Area will run with (and benefit) current and future owners of Property 2.
3. **Use, Access, and Maintenance.** During use, access or maintenance of the Access Area, Grantee agrees to maintain the skyway available for pedestrian traffic. Any material change or alteration of the access door or any temporary closure of the skyway due to maintenance shall be mutually agreed to in advance with Grantor and in accordance with any applicable skyway ordinances.
4. **Grantor's Responsibilities.** Grantor will operate and maintain the skyway in accordance with any skyway ordinance that is applicable to all similarly situated properties. Except in the case of an emergency, any temporary closure of the skyway by Grantor due to maintenance shall be mutually agreed to in advance with Grantee.
5. **Consideration.** In consideration for the rights and interests granted in this Agreement, including interference and inconvenience to the Grantor and to the public, upon execution of this Agreement, Grantee will pay Grantor a single payment of \$1,000. Payment will be in U.S. Dollars and in the form of wire transfer, check, or other immediately available funds. Beginning January 1, 2025, Grantee shall pay to Grantor \$500.00 per year ("Yearly Fee"). Beginning January 1, 2030, and on the fifth-year anniversary thereafter, the Yearly Fee shall increase by \$200.00. For clarity purposes, in 2030 the annual fee would be \$700.00 per year, and the annual fee would be \$900.00 starting in the year 2035. Payment shall be made no later than January 31 of each year.
6. **Grantee Insurance.** Grantee will maintain insurance coverage for the Access Area under this AGREEMENT and will provide to the Grantor a certificate of insurance indicating, levels of liability and insurance coverage as specified below.

Insurance with coverage equal to or exceeding the stated limits.

<i>Commercial General Liability</i>	<i>Limit: \$1,000,000 per Occurrence, \$1,500,000 general aggregate</i>
<i>Auto (owned, hired, and non-owned)</i>	<i>Limit: \$1,000,000</i>
<i>Workers Compensation/Employers' Liability</i>	<i>In accordance with legal requirements applicable to contractor</i>

7. **Indemnity.** Grantor will defend and indemnify Grantee, and hold it harmless, against any and all liability, costs, damages, claims, or actions, that Grantee, its officials or employees, hereafter may incur, to the extent resulting from a negligent or willful act or omission of Grantor its managers or employees, or its failure to adequately perform an obligation under this AGREEMENT. Grantee will defend and indemnify Grantor, and hold it harmless, against any and all liability, costs, damages, claims, or actions, that Grantor, its officials or employees, hereafter may incur, to the extent resulting from a negligent or willful act or omission of Grantee its managers or employees, or its failure to adequately perform an obligation under this AGREEMENT. Grantee waives any statutory or common law immunity in connection with this indemnity obligation.
8. **Notices.** Whenever it is required or permitted by this AGREEMENT that notice or demand be given or served by either party to or on the other party, such notice or demand shall be delivered via email to the Ramsey County Director of Property Management Jean Krueger at

jean.krueger@co.ramsey.mn.us and via email to Todd A. Geller at [Todd@Terracegroupllc.com](mailto:Todd@Terracegroupllc.com) with a copy to Jeff Weiker at [Jeff@victoryparking.com](mailto:Jeff@victoryparking.com).

9. **Relationship of the Parties.** Nothing contained in this AGREEMENT will be deemed or construed to create a partnership, joint venture, or other fiduciary relationship between the parties. Neither party is authorized to act as an agent or on behalf of the other party.
10. **No Waiver.** No party will be deemed to have waived any portion of this AGREEMENT or the exercise of any rights held under this AGREEMENT unless such waiver is made expressly in writing.
11. **Severability.** If any provision or term of this AGREEMENT for any reason is declared invalid, illegal or unenforceable, such decision will not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions will remain in full force and effect as if this AGREEMENT had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this AGREEMENT without including any such part or portion which may be hereafter declared invalid.
12. **Signatures/Execution.** Each person executing this AGREEMENT on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This AGREEMENT may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this AGREEMENT will be as valid as an original signature of such party and will be effective to bind such party to this AGREEMENT. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation a faxes version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this AGREEMENT.
13. **Governing Law.** Grantee and Grantor agree that the laws of the State of Minnesota will govern all questions and interpretations concerning the validity and construction of this AGREEMENT and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this AGREEMENT is and will be deemed the result of negotiation among the parties and their respective legal counsel and will not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this AGREEMENT will be brought solely in the courts of the State of Minnesota, Second Judicial District, or the United States District Court for the District of Minnesota.
14. **Entire Agreement.** This AGREEMENT represents the entire agreement between Grantee and Grantor. This AGREEMENT supersedes all prior discussions, licenses, understandings, and other agreements of the parties, oral or written, relating to the transaction represented hereby.
15. **Headings.** The section headings herein are for reference purposes only and will not otherwise affect the meaning, construction, or interpretation of any provision of this AGREEMENT.

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT to be effective as of the date last written below.

*[Remainder of the page left blank intentionally; Signature pages follow]*





**Exhibit A**

**Legal Description of VICRAMP Property – Property 1**

The following described real property located in the County of Ramsey, and State of Minnesota:

Parcel 1:

The Southwesterly 167.5 feet of Block 20, St. Paul Proper, except the Northwesterly 150 feet of said Block 20, and except the Southeasterly 10 feet to be reserved for widening Fourth Street and except a triangle to measure 16 feet on each property at the intersection of Wabasha Street and Fourth Street after widening.

(Torrens Property, Certificate of Title No. 608896)

Parcel 2:

All that part of Block Twenty (20), City of Saint Paul (the plat known as City of Saint Paul, being also known as "St. Paul Proper") more particularly described as follows: Commencing at a point of beginning in the Northeasterly line of Wabasha Street, 75 feet Southeasterly measured along said line from the Northwesterly corner of said Block Twenty (20), formed by the intersection of the Northeasterly line of Wabasha Street and the Southeasterly line of Fifth Street, thence Northeasterly along a line parallel with the Southeasterly line of Fifth Street, 167.5 feet to a point, thence Southeasterly and parallel with the Northeasterly line of Wabasha Street, 75 feet to a point, thence Southwesterly and parallel with the Southeasterly line of Fifth Street, 167.5 feet to the Northeasterly line of Wabasha Street, thence Northwesterly along the Northeasterly line of Wabasha Street to the point of beginning;

and

That part of Block 20, St. Paul Proper, lying within the following described lines: Beginning at a point on the southwesterly line of Block 20, St. Paul Proper, 19.0 feet northwesterly from the southwest corner thereof; thence northwesterly along said southwesterly line a distance of 7.0 feet; thence easterly on a straight line to a point 10 feet northwesterly from the southeasterly line of said block and 16.0 feet northeasterly of the southwesterly line of said block; thence southwesterly along a line 10 feet northwesterly from and parallel to the southeasterly line of said Block 20, a distance of 4.0 feet; thence westerly along a straight line to the point of beginning.

(Abstract Property)

---

**Exhibit B**

**Legal Description of Ramsey County Property – Property 2**

Real property in the City of Saint Paul, County of Ramsey, State of Minnesota, described as follows:

All that part of Block Twenty (20), St. Paul Proper, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota, more particularly described as follows:

Commencing at a point on the Northwestern corner of said Block Twenty (20) formed by the intersection of the Northeasterly line of Wabasha Street and the Southeasterly line of Fifth Street, which point is the point of beginning thence Northeasterly along the Southeasterly line of Fifth Street one hundred sixty-seven and five-tenths (167.5) feet to a point; thence Southeasterly and parallel with the Northeasterly line of Wabasha Street seventy-five (75) feet to a point; thence Southwesterly and parallel with the Southeasterly line of Fifth Street one hundred sixty-seven and five tenths (167.5) feet to the Northeasterly line of Wabasha Street; thence Northwesterly along the Northeasterly line of Wabasha Street to the point of beginning.

Together with the rights to occupy that part of the following described property upon which the foundations and window sills of the building (as constructed on February 5, 1954) encroach. Said rights were granted in Easement dated February 5, 1954, and recorded February 9, 1954, as Document No. 1326710, to wit:

All that part of Block 20, St. Paul Proper, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota, more particularly described as follows:

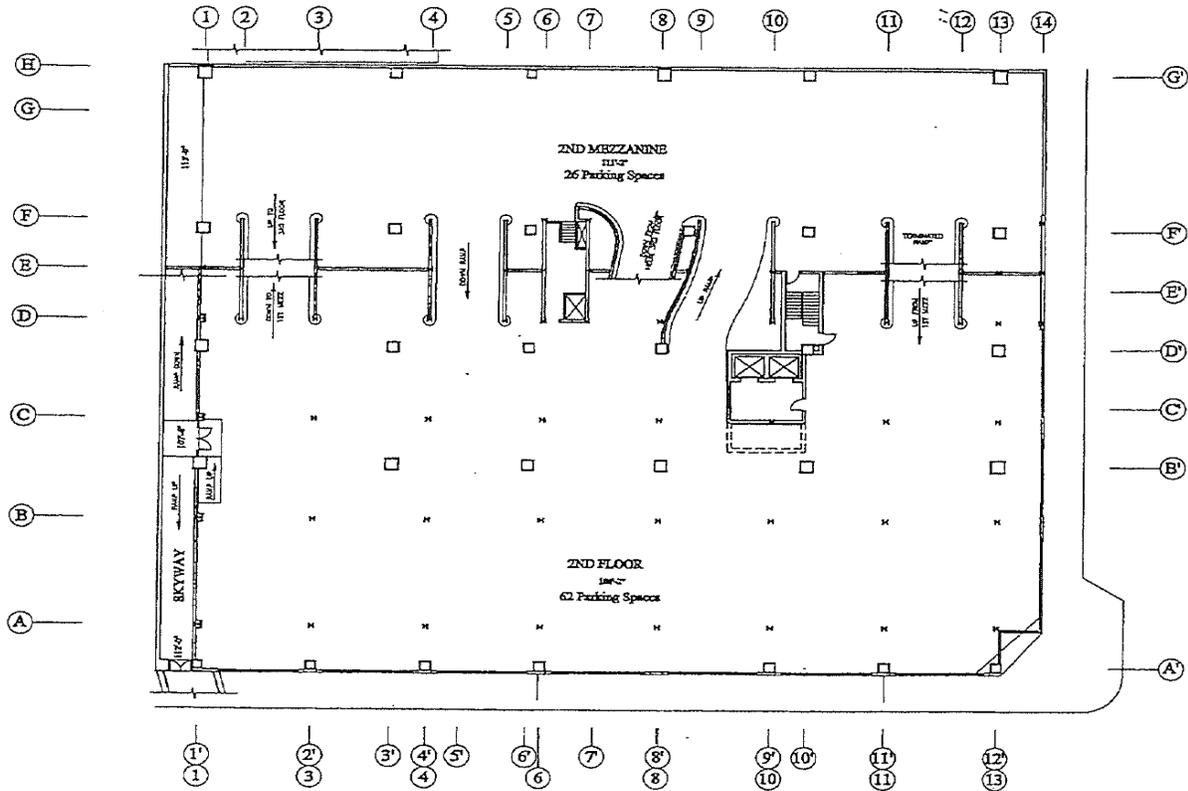
Commencing at a point of beginning in the Northeasterly line of Wabasha Street, 75 feet Southeasterly measured along said line from the Northwestern corner of said Block 20, formed by the intersection of the Northeasterly line of Wabasha Street and the Southeasterly line of 5th Street; thence Northeasterly along a line parallel with the Southeasterly line of 5th Street, 167.5 feet to a point; thence Southeasterly and parallel with the Northeasterly line of Wabasha Street, 2 feet to a point; thence Southwesterly and parallel with the Southeasterly line of 5th Street, 167.5 feet to the Northeasterly line of Wabasha Street; thence Northwesterly along the Northeasterly line of Wabasha Street, to the point of beginning.

Ramsey County, Minnesota

# Exhibit C

## Access Area in Property 1

Access Area is the corner at the intersection of gridlines A and 1 in the skyway.



---

**Item Number:** 2023-438

**Meeting Date:** 10/17/2023

---

**Sponsor:** Workforce Solutions

**Title**

Minnesota Family Investment Program Biennial Service Agreement for 2024-2025

**Recommendation**

1. Approve the submission of an application to the Minnesota Department of Human Services for the 2024-2025 Minnesota Family Investment Program Biennial Service Agreement Grant in an amount of \$18,554,034 annually.
2. Authorize the acceptance and expenditure of grant awarded funds from the Minnesota Department of Human Services for the Temporary Assistance for Needy Families Block Grant for the period of January 1, 2024 through December 31, 2025.
3. Authorize the County Manager to apply for and accept additional grant funds from the Minnesota Department of Human Services for the period of January 1, 2024 through December 31, 2025.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the approved expenditure grant agreement program budget.
6. Authorize the County Manager to make temporary transfers, as needed, from the County General Fund to Workforce Solutions to cover program expenses until program funds are received, with repayment to be made upon receipt of the funds.

**Background and Rationale**

Ramsey County Workforce Solutions administers the Employment Services portion of the federal Temporary Assistance for Needy Families Program (TANF) through the state's Minnesota Family Investment Program (MFIP) and Diversionary Work Program (DWP). Employment services are provided directly by Workforce Solutions staff as well as by contracted providers. Emergency and Crisis Services, Eligibility and Childcare Administration are provided directly by Ramsey County's Financial Assistance Services department.

Minnesota Statutes Section 256J.626, subdivision 4(a), requires counties and nation/tribes to have a Biennial Service Agreement (BSA) approved by the Minnesota Department of Human Services (DHS) in order to receive TANF Block Grant Consolidated Funds (Consolidated Funds). The purpose of the BSA is to provide DHS with information about services and strategies intended to meet program measures with the goal of increasing the economic stability of low-income families. The BSA provides a comprehensive assessment of current efforts, insight into what types of assistance is needed, and information on strategies to better serve participants in obtaining and sustaining gainful employment that will ultimately lead to greater self-sufficiency.

MFIP is a comprehensive work-focused program in which participants are encouraged and expected to work. In preparation for work, and/or retaining employment, participants are required to engage in MFIP approved work activities.

DWP is a short term (four month) work-focused program that helps parents quickly find work so that they do not need to enroll into MFIP.

The Consolidated Funds will provide funding for the following services, as further described in the BSA:

- Diversionary Work Program
- MFIP Employment Services Program
- Extension, post 60-month MFIP
- Emergency and Crisis Services
- FAS and Childcare Administration
- Family Stabilization Services
- Support Services
- Unpaid work experience/Transitional work experience
- Career coaching and trainings
- Incorporation of a family-centered service delivery model
- Reducing racial disparities
- Increasing meaningful community engagement

Minnesota Statutes Section 256J.626, subdivision 4(d) requires that counties or nation/tribes must allow a period of no less than 30 days for public comments on the contents of the BSA. The proposed BSA was posted on Ramsey County website location on August 24, 2023. No verbal or written comments were received by the deadline of September 24, 2023.

The 2024-2025 BSA is due to DHS by October 15, 2023; however, Workforce Solutions received an extension from DHS to submit the BSA upon the approval of Ramsey County Board of Commissioners. Upon DHS approval of the BSA, Workforce Solutions will receive the Consolidated Funds allocation estimated at \$18,554,034 annually for 2024 and 2025. The potential exists for additional funding to be received; for example, MFIP/TANF supplemental funds, consolidated work experience funds, and MFIP/TANF funds targeted for racial disparity reduction or innovations.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Once approved, the funding will be used for all individuals residing in Ramsey County who are eligible for the DWP and MFIP programs to better serve and support the whole family.

There are approximately 2950 families receiving DWP and MFIP services in Ramsey County; the families are all at or below 200% of the poverty level and represented as:

- 85% single-parent households
- 85% female, 15% male
- 22% white, 54% African American, 10% Asian, 7% Hispanic/Latino, 4% American Indian, and 3% others
- 40% of individuals with a documented physical or mental health condition

Ramsey County DWP and MFIP outcomes have shown persistent disparities between White participants, African American and American Indian participants. In addition to direct services provided, Workforce Solutions has engaged with community to co-create and deploy a series of additional efforts to reduce racial and ethnic disparities. Below are some examples:

- MFIP employment services continue to include partnerships and services that are culturally specific, where the services incorporate and build upon participant, family, community, and cultural assets.
- Partners for Equity efforts - Workforce Solutions contracts with three culturally specific community-based organizations to deliver comprehensive, strength-based, and culturally specific family stability

- services to African American, American Indian, and Latino/Hispanic families receiving MFIP.
- Significant co-investments of American Rescue Plan Act (ARPA) funds with the city of Saint Paul to provide young adults with the required skills, certifications, and credentials to enter or continue on a pathway to a gateway occupation.
- Investing funds to increase community engagement efforts and to support employers to become more inclusive workplaces.

**Community Participation Level and Impact**

Over the last two years, Ramsey County Workforce Solutions has hosted community engagement opportunities to learn more about how families prefer to be engaged with employment counselors as well as their experiences with other programmatic aspects such as service delivery, customer service, and program design. Below are community engagement activities that are ongoing and will continue to be strengthened during this biennium for continuous improvement of DWP/MFIP service delivery:

- Hosting focus group conversations with families and utilizing learnings to inform service delivery.
- Strengthening current partnerships and building new ones with culturally specific organizations.
- Utilizing the feedback received from individuals who participate in training cohorts and ARPA funded programs.
- Implementing what is learned through the WFS inclusive employer efforts.
- Ongoing community engagement efforts with our participants and stakeholders to improve service delivery.
- Evaluating community-based projects and getting feedback from program participants.
- Sharing program information with the Workforce Innovation Board of Ramsey County.

WFS collaborates closely with Partners for Equity to implement co-learning opportunities to improve active engagement and outcomes of MFIP families. Both MFIP families and employment counselors have shared their experience about the program services to strengthen partnerships between Employment Service providers and Partners for Equity and improve connections with employment counselors. WFS continues to engage and co-create programming with communities to ensure services and resources are directed in the most meaningful ways to families.

The department consulted with the community by posting the BSA online for open comments for 30 days. No comments or input has been received.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Ramsey County is estimated to receive a Consolidated Funds allocation of \$18,554,034 for 2024 and 2025 annually. The allocation will be distributed between Workforce Solutions (70%) and Health & Wellness Service Team (30%) to provide the above-mentioned services. The potential exists for additional funding to be received. This grant award is included within the proposed 2024-2025 biennial budget. Previous allocation received in the 2022-2023 BSA was \$19,040,329 annually.

**Last Previous Action**

On November 9, 2021, the Ramsey County Board approved the 2022-2023 Minnesota Family Investment Program Biennial Service Agreement (Resolution B2021-246).

**Attachments**

1. 2024-2025 MFIP Biennial Service Agreement



# 2024-2025 County and Tribal Nation MFIP Biennial Service Agreement

January 1, 2024 - December 31, 2025

Enter the county or tribal nation's unique ID number

\*Required field

### Contact Information

COUNTY/CONSORTIUM NAME

PLAN YEAR

\* CONTACT PERSON

\* TITLE

\* ADDRESS

\* CITY

\* STATE

\* ZIP CODE

\* PHONE NUMBER

\* EMAIL ADDRESS (where correspondence related to this form will be sent)

\* CONFIRM EMAIL ADDRESS



**Note: Please review Bulletin #23-11-02: 2024-2025 Minnesota Family Investment Program (MFIP) Biennial Service Agreement (BSA) Guidelines for more details before you complete this document.**

## County and Tribal Nation MFIP Biennial Service Agreement

### A. Needs Statement

#### 1. Identify challenges in financial assistance that are prohibiting you from properly serving MFIP/DWP families in your community.

Ramsey County continues to face several challenges in the Financial Assistance Services Department (FASD). One of the more pronounced challenges is attracting and retaining staff in the Financial Worker role. With the current labor market, the county is often at a competitive disadvantage when it comes to wages. When we do hire, the financial worker position continues to be an entry point to other positions within the county. Additionally, the continued high rate of turnovers in FASD is also attributed to the loss of seasoned workers who are retiring. With these constant staffing changes, it is hard to establish good working relationships between worker and client which creates a gap in clients understanding of their responsibility and their expectation of their worker. FASD continues to work with Human Resources to find qualified candidates who can step into these entry level positions when available. In addition, the department has deployed several innovative strategies including:

- Assessing and changing staffing to add more clerical staff to screen and assign new applications and answer calls, freeing up financial workers to process more applications.
- Addressing workload issues including an "all-hands-on deck" approach in which workers from all sections within the department take on some level of intake applications.
- Advocating for additional staff, including securing a waiver from the Minnesota Departments of Human Services that, for the first time, allows us to hire part-time financial workers from other counties to help us get through the backlog.
- Funding for modernization of systems through targeted research and a residents-informed process improvements and pursuing virtual assistance workstations at Service Centers that connect residents to our financial workers.

These changes aim to reduce wait times for county assistance and improve the department's commitment to Residents First. There is a new dashboard that tracks our progress towards this goal and provides accountability for the investments made to the community. To learn more, visit the dashboard at <https://data.ramseycounty.us/stories/s/Financial-Assistance-Services-Dashboard/nbjb-awzh>.

The impact from the pandemic and the current economic conditions have greatly impacted both the workforce and the workload in counties. Counties continue to experience staffing shortages and challenges while managing an increase in need from our communities. Hiring and training staff to do the work is impacted by the Department of Human Service's program training structure and limitations, including:

- Program training lacks the flexibility counties need when hiring employees. Counties must start new employees based on training dates set by the Department of Human Services (DHS). Training dates may not align with each county's needs. Trainings are offered on average one time per month based on a schedule set by DHS.
- Trainings are capped at 20 seats per class for all 87 counties and tribes. If a training is full, a county may need to delay hiring or may need to delay training newly hired staff.
- Counties can only reserve five of the 20 training seats for most program trainings. Additional seats may be requested but they are not a guarantee. Counties may not be able to fill all vacancies timely based on training limitations from the DHS.

In addition, technology continues to be a challenge in serving MFIP/DWP families. We've seen an increase in duplicate applications and paperwork since the launch of MN Benefits in 2021. This has shifted the workflow and the operation of moving clients' documents to the appropriate queue timely. Clients limited access to technology has also made it difficult for them to contact their worker and submit their paperwork timely. FASD systems and software lacks the updates and functionality required to perform optimal service in a virtual setting. FASD will continue to work with Information Services to better meet the department needs.

#### 2. \* Identify challenges in employment services that are prohibiting you from properly serving MFIP/DWP families in your community.

- The nature in which work and educational opportunities have evolved through the pandemic to become virtual or hybrid presents some challenges when it comes to ensuring that families have adequate digital literacy skills and access to technology to stay competitive and engaged. Virtual delivery of employment services will continue to be optimized and challenges may vary from provider to provider when it comes to cost, staff skills to learn new technology and ensuring that there continues to be in-person access to families who need it.
- Since COVID, the caseload size in Ramsey County has been unstable and unpredictable, going both up and down. While this will continue to be difficult to predict, we have only begun seeing some stabilization in the pattern this year and we appear to be settling at a relatively low caseload at below 3,000 families.
- With growing wages, people that are working have more income and are moving off of MFIP but despite this, inflation and the cost of living continues to outpace the median wage of available jobs; families transitioning to employment are faced with the benefits cliff which makes the cost of living rise even higher; the cash grant has lost value versus inflation and living costs so people that could be eligible may be choosing not to apply; these combined, results in caseloads with families that have some of the most significant challenges to securing employment. Additionally, the long-term issues of availability of childcare, reliable and accessible transportation, affordable housing, and accessing physical and mental health care are still impacting families. Being employed is simply not enough.
- Re-engaging with families since the end of covid waivers combined with the caseload size volatility and difficulty has proven to be challenging. Staff are exercising flexibility to the extent possible and make multiple attempts to connect with participants in a timely manner, but if there are delayed responses this contributes to increased delays in engaging with employment services. However, we are beginning to see a gradual return to some pre-pandemic numbers between July 2022 into 2023. The percent of participants working has remained consistent, there has been an improvement in the rate of employment plans and the rate of engagement either by working or other activities has slowly risen.
- Staff retention, well-being and work-life balance for employment services continues to be a challenge in a competitive job market.
- Ramsey County MFIP/DWP outcomes have shown persistent disparities between White participants and African American and American Indian participants particularly with the self-support index, number of families identified to receive Family Stabilization Services (FSS) and length of time on MFIP. Additionally, the rate of homelessness experienced at any given point in a year is particularly high for American Indian families at 1 in 7 and at 10% for African American and White participants.

### **3. \* Identify the strengths in your community that you are most proud of that benefit MFIP/DWP families.**

Ramsey County has a strong network of community-based organizations as well as internal county services and programs to support those most in need. WFS will strengthen existing relationships and foster new ones to better coordinate services in a way that works for families. Below are some of the initiatives and strengths that we are most proud of:

- FASD has good working relationships with several community partners, has financial workers embedded in the 3 service centers open to the public as well as some community organizations alongside employment services, and has a diverse staff that represents the community we serve.
- Ramsey County's strategic priorities align with our desired goals for reducing racial disparities and increasing meaningful efforts toward authentic community engagement.
- MFIP employment services has a culturally specific agency model, where services incorporate and build upon participant, family, community and cultural assets. We continue to work on strengthening this model through ongoing community engagement efforts with our MFIP participants and stakeholders.
- WFS works diligently on ensuring we are connecting all parts of the local workforce ecosystem. We have supported a localized job board and a training dashboard that is available to all partners. In addition, through our alignment as the administrative entity of our local Workforce Development Board, we ensure connections and referrals for support and services are made through the Careerforce location and our One Stop Operator efforts.
- Employment Services has been utilizing a motivation driven practice called Lifelong Learning Initiative for many years, we had to make some quick pivots to our system-wide implementation plans due to Covid but over the next biennium we will be working on a system-wide support and learning model for all of our service providers to ensure sustainability and relevance.

**County and Tribal Nation MFIP Biennial Service Agreement**

**A. Needs Statement** (continued)

**4. What strengths and resources do you have available to address the needs of your participants?**

Please **check all** the resources available to participants in your service area and check whether the resource is available within MFIP financial or employment services "in-house" or from a partner organization (County/Tribal Nation resources with developed connections to MFIP), and/or an external community resource or both. If you lack the resources in your service area, check the Resource Gaps column. Add any "other" resources that you consider necessary.

MFIP Resources	Partner Resources	Community Resources	Resource Gaps	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ABE/GED
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adult/elder services
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Career planning
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Childcare funds
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Chemical health services
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Computer lab access
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Credit counseling/financial literacy
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	English Language Learner (ELL)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Food shelf
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Housing assistance
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Job club
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Job development
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Job placement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Job retention
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Job search workshops
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mental health services
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	On-the-job training program
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Post-secondary education planning
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Re-entry support
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Short-term training
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supported work / paid work experience
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Transportation assistance (gas cards, bus cards)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vehicle repair funds
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Veteran Services Support
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Volunteer opportunities
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Youth program
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other <input type="text"/>

**5. County/Tribal Nation Program Contact Information**

Please name contacts for the following programs if different from the contact on the cover page. You only need to give a person's phone and email once.

* MFIP EMPLOYMENT SERVICES STAFF CONTACT NAME	* PHONE NUMBER	* EMAIL ADDRESS
Michelle Belitz	651-266-6054	Michelle.belitz@co.ramsey.mn.us
* DWP STAFF CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
Lisa Guetzkow	651-266-6006	Lisa.Guetzkow@co.ramsey.mn.us
* FINANCIAL ASSISTANCE SERVICES STAFF CONTACT NAME	PHONE NUMBER	EMAIL ADDRESS
Marisha Lindner	651-266-4604	marisha.lindner@co.ramsey.mn.us

**County and Tribal Nation MFIP Biennial Service Agreement**

**A. Needs Statement** (continued)

**6. Employment Services Provider(s) Information**

MN Statute 256J.50, Subdivision 8: Each county, or group of counties working cooperatively, must make available to participants the choice of at least two employment and training service providers as defined under MN Statute 256J.49, Subdivision 4, except in counties contracting with workforce centers that use multiple employment and training services or that offer multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs.

List your current employment services provider(s) and check the respective box to indicate which population served. If a Workforce Center is the only employment services provider, list the multiple employment and training services among which participants can choose. Section I of this form addresses provider choice.

**NAME** ADDRESS  
 Goodwill Easter Seals MN 553 Fairview Avenue North, Saint Paul, MN 55104

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 Andrew Freeberg 651-379-5874 Afreeberg@gesmn.org

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 hired 800 Minnehaha Avenue E., Suite 200 St. Paul, MN 55106

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 John Klem 651-999-5670 John.klem@hired.org

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 Hmong American Partnership 1075 Arcade Street, Saint Paul, MN 55106

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 Heather Kamia 651-495-1643 heatherk@hmong.org

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 Ramsey County Public Health 90 Plato Blvd West, Suite 200, Saint Paul, MN 55107

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 Kathy Filbert [blank] kathy.filbert@co.ramsey.mn.us

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 Ramsey County Workforce Solutions Metro Square, 121 Seventh Place E suite 2100, Saint Paul, MN 55101

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 Lisa Guetzkow 651-266-6006 Lisa.guetzkow@co.ramsey.mn.us

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 YW Works 375 Selby Avenue, Saint Paul, MN 55102

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 Ivette Izea-Martinez 651-265-0681 iizeamartinez@ywcastpaul.org

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 American Indian Family Center 579 Wells Street, Saint Paul, MN 55101

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 Kristin Kinney 651-793-3803 Kristin\_kinney@aifc.net

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 American Indian Family Center 579 Wells Street, Saint Paul, MN 55101

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 Kristin Kinney 651-793-3803 Kristin\_kinney@aifc.net

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 Avivo 1700 West Highway 36 Ste 500, Roseville, MN 55113

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 Julie Kizlik 651-752-8630 Julie.kizlik@avivomn.org

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 Goodwill Easter Seals MN 553 Fairview Avenue North, Saint Paul, MN 55104

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 Andrew Freeberg 651-379-5874 Afreeberg@gesmn.org

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 hired 800 Minnehaha Avenue E., Suite 200 St. Paul, MN 55106

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 John Klem 651-999-5670 John.klem@hired.org

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 Hmong American Partnership 1075 Arcade Street, Saint Paul, MN 55106

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 Heather Kamia 651-495-1643 heatherk@hmong.org

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 Ramsey County Public Health 90 Plato Blvd West, Suite 200, Saint Paul, MN 55107

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 Kathy Filbert [Redacted] kathy.filbert@co.ramsey.mn.us

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 Ramsey County Workforce Solutions Metro Square, 121 Seventh Place E suite 2100, Saint Paul, MN 55101

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 Lisa Guetzkow 651-266-6006 Lisa.guetzkow@co.ramsey.mn.us

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

**NAME** ADDRESS  
 YW Works 375 Selby Avenue, Saint Paul, MN 55102

**CONTACT PERSON** **PHONE NUMBER** **EMAIL**  
 Ivette Izea-Martinez 651-265-0681 iizeamartinez@ywcastpaul.org

**Population Served**  MFIP ES  DWP ES  FSS  Teen Parents  200% FPG  Other

<b>NAME</b> Avivo	<b>ADDRESS</b> 1700 West Highway 36 Ste 500, Roseville, MN 55113	
<b>CONTACT PERSON</b> Julie Kizlik	<b>PHONE NUMBER</b> 651-752-8630	<b>EMAIL</b> Julie.kizlik@avivomn.org
<b>Population Served</b> <input checked="" type="checkbox"/> MFIP ES <input type="checkbox"/> DWP ES <input checked="" type="checkbox"/> FSS <input type="checkbox"/> Teen Parents <input type="checkbox"/> 200% FPG <input type="checkbox"/> Other		

## County and Tribal Nation MFIP Biennial Service Agreement

### B. Service Models

#### Minnesota Family Investment Program (MFIP) and the Diversionary Work Program (DWP)

1. \*What strategies do you use for hard-to-engage participants? Check all that apply.

- Home visits
  Sanction outreach services  
 Off-site meeting opportunities
  Incentives – specify:   
 Virtual appointments
  Workforce One Connect app  
 Other – specify:

2. \*What types of job development do you do? Check all that apply.

- Sector job development
  Individual job development  
 Other – specify:

3. \* Do you have an ongoing job development partnership or sector based job development with community employers to help participants with employment?

- No
  Yes – check all activities employer provides:  
 Interview opportunities
  Job skills training
  Job placement
  Job shadowing  
 On-site job training
  Work experience
  Helps plan training programs  
 Other – specify:

4. \* Do you provide the following services to prepare participants for work?

- No
  Yes – check all that apply:  
 Transportation
  Soft skills training
  Financial planning
  Mentoring  
 Other – specify:

5. \* Do you provide job retention services to employed participants while they are receiving MFIP?

- No
  Yes – check all that apply and answer the follow up question below:  
 Available to assist with issues that develop on the job
  Financial planning  
 Soft skills training
  Mentoring
  Transportation  
 Personal contact with the employee HOW OFTEN?   
 Other – specify:

If yes, how long do you provide job retention services?

- Less than 3 months
  3-6 months
  7-12 months
  More than one year

6. \* Do you provide job advancement services to employed participants?

- No
  Yes – check all that apply:  
 Career laddering
  Networking
  Coaching/mentoring
  Ongoing job search
  Education/training  
 Other – specify:

7. \* Do you utilize any career pathways programs or skill assessment and credentialing programs for your participants?

- No
  Yes – check all that apply:  
 Pathways to Prosperity (P2P)
  Work Keys
  National Career Readiness Certificate (NCRC)  
 Other – specify:

**County and Tribal Nation MFIP Biennial Service Agreement**

**B. Service Models** (continued)

**Family Stabilization Services (FSS)**

1. \* Do you have qualified professionals available to assist with FSS cases in your service area who meet the licensure and accreditation requirements below?

No  Yes – check all that apply:

- Licensed physician
- Physical therapist
- Licensed psychologist
- Certified psychometrist
- Physician assistant
- Occupational therapist
- Certified school psychologist
- Other – specify:
- Advanced practice registered nurse
- Licensed social worker
- Mental health professional

2. \* Do you make referrals for children of FSS participants?

No  Yes – check all that apply:

- Children's Mental Health Services
- Women, Infants and Children Program (WIC)
- Other – specify:
- Public Health Nurse home visiting services
- Follow Along Program
- Child Wellness Check-ups

3. \* Are any of these services for children offered to non-FSS families?

No  Yes

**Services for families under 200% of Federal Poverty Guideline (FPG)**

1. \* Do you serve families not receiving MFIP/DWP that are under 200% of the Federal Poverty Guideline (FPG)?

No  Yes

DESCRIBE

2. \* Do you provide services to families who have exited MFIP/DWP or families at risk of receiving MFIP or the Diversionary Work Program (DWP), but are under 200% of the Federal Poverty Guideline (FPG)?

No  Yes – check all the services that apply:

- Child care
- Job retention services
- GED
- ABE/ELL classes
- Job postings
- Computer lab access
- Support services
- Transportation/vehicle repair
- Other – specify:

If yes, how long do you provide these services?

Up to 3 months  6 months  12 months  Other – specify:

3. \* Do you provide services to Non-Custodial Parents (NCPs) that are under 200% of the Federal Poverty Guideline (FPG)?

No  Yes

Describe below, including how many NCPs you are currently serving:

4. \* Describe the process you have in place to verify income below 200% FPG for participants that are not on MFIP or DWP.

**County and Tribal Nation MFIP Biennial Service Agreement**

**B. Service Models** (continued)

**Minnesota Family Investment Program (MFIP) Services for Teen Parents**

1. \* Are there specialized workers who work primarily with teens?

No  Yes – check all that apply for each age group:

Minors (under age 18)	Age 18/19	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Financial worker
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Employment service worker
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Social worker
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Public health nurse
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Child care worker
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Child protection worker
<input type="checkbox"/>	<input type="checkbox"/>	Other job role – specify: <input style="width: 400px;" type="text"/>

2. \* Is there a single point of contact for teens, that is, one staff with primary responsibility for keeping in contact with the teen, working with the teen, and making connections to other services? Respond for each age group separately. If yes for an age group, check the one position that serves this function within that age group.

No  Yes

**Minors (under age 18)**

**Age 18/19**

- |                                                       |                                                       |
|-------------------------------------------------------|-------------------------------------------------------|
| <input type="radio"/> Financial worker                | <input type="radio"/> Financial worker                |
| <input type="radio"/> Employment service worker       | <input type="radio"/> Employment service worker       |
| <input type="radio"/> Social worker (Social Services) | <input type="radio"/> Social worker (Social Services) |
| <input checked="" type="radio"/> Public health nurse  | <input checked="" type="radio"/> Public health nurse  |
| <input type="radio"/> Child care worker               | <input type="radio"/> Child care worker               |
| <input type="radio"/> Child protection worker         | <input type="radio"/> Child protection worker         |
| <input type="radio"/> Other job role                  | <input type="radio"/> Other job role                  |

3. \* Does your County/Tribal Nation have an active partnership with the local public health agency to get teen parents enrolled and engaged in public health nurse home visiting services? *Check one for each age group.*

**Minors (under age 18)**

**Age 18/19**

- |                                                 |                                                 |
|-------------------------------------------------|-------------------------------------------------|
| <input checked="" type="radio"/> Yes, mandatory | <input checked="" type="radio"/> Yes, mandatory |
| <input type="radio"/> Yes, voluntary            | <input type="radio"/> Yes, voluntary            |
| <input type="radio"/> No                        | <input type="radio"/> No                        |

County and Tribal Nation MFIP Biennial Service Agreement

C. Addressing Equity

1. \* Describe how you are ensuring your services are inclusive and accessible for all.

Ramsey County Service Centers offer assistance with a wide range of county programs and services. In-person assistance from a county navigator and counselors are available at three county building locations and seven community partner locations. The 3 service centers are also open for participants to drop in and get questions answered and drop off documents. Staff also meet residents at their choice of location for service delivery.

2. \* How are you working to advance equity in service delivery in your county/Tribal Nation?

- Examples include:
• MFIP includes culturally specific partnerships, services incorporate and build upon participant, family, community and cultural assets.
• Significant co-investments of American Rescue Plan Act funds with the City of St Paul investing in young adult employment.
• Investing funds to increase to support employers to become more inclusive workplaces.
• Working with cultural communities to create and adopt a county-wide community definition of culturally specific services.

3. \* Do you provide equity and diversity training for workers?

- Radio buttons for No, Yes, voluntary, Yes, mandatory. 'Yes, mandatory' is selected.

4. \* Do you have culturally specific employment services for different racial/ethnic groups?

- Radio buttons for No, Yes - check all that apply. 'Yes' is selected.
Checkboxes for African American, African immigrant, American Indian, Asian American, Asian immigrant, Hispanic/Latino, Newly arrived immigrant. 'African American', 'American Indian', and 'Hispanic/Latino' are checked.
Text input for 'Other - specify:'

## County and Tribal Nation MFIP Biennial Service Agreement

### D. Collaboration and Communication with Others

#### Workforce One

- \* How many Financial Workers have access to Workforce One?
- \* How many Child Care assistance workers have access to Workforce One?
- \* How many support staff have access to Workforce One?

#### Workforce One Connect App

- \* Does your county/Tribal Nation have the Workforce One Connect app available to participants?

No – explain:

Yes – indicate which of the following groups are utilizing the app features in Workforce One:

Employment services     Financial workers     Child care workers

Other – specify:

#### MAXIS

- \* How many employment services staff have MAXIS access?
- \* How many managers/supervisors have MAXIS access?
- \* Describe the process your service area uses to identify and resolve discrepancies between MAXIS and WF1 data in areas such as Family Stabilization Services coding, employment/hours, sanction status, etc.

Ramsey County MFIP employment services performance measures are data driven; the quality and integrity of that data is a priority. Ramsey County's strategy for data management incorporates access to the State of Minnesota's MAXIS Inquiry and Workforce One and the team of provider Data Specialists, WFS MIS, CHS FAS Management and Supervisors, and CHS Evaluators.

Ramsey County Workforce Solutions provides data and requires provider agencies to analyze and use data to ensure that outcomes are achieved and process improvements made. Providers are required to dedicate staffing resources to a Data Specialist role to help the provider most effectively produce results through data use. The Data Specialist is in a key role to help staff members achieve and/or exceed the performance measures and indicators. The Data Specialist works with their agency supervisors and staff through an active process focusing and intervening on the key components of each measure in order to achieve the highest performance.

The primary responsibility of the Data Specialist is the collection, use, management and interpretation of participant performance data, as well as guidance and instruction for staff and management. Familiarity and high-end use of Workforce One, Electronic Document Management System, and Maxis Inquiry are required. Helping others develop incremental skills and move toward high-end user status in Workforce One is within the role of the Data Specialist.

Example of data reports includes start and end dates of case notes, employment plans, sanctions, activities, etc. Counselors will review the reports and make corrections in WF1 or follow up with participants for any needed services, which may be expired such as an Employment Plan. Counselors communicate with financial workers through status update form when there is a change in address, activity or FSS status. Within the month, counselors will check WF1 and/or Maxis. If there has not been a change in maxis, counselors will follow up with financial workers to ensure coding is changed to reflect the current status of the participant.

**County and Tribal Nation MFIP Biennial Service Agreement**

**D. Collaboration and Communication with Others** (continued)

**Child Care Assistance Program**

1. \*What strategies does your agency use that involve MFIP and/or Employment Services staff to support timely and consistent receipt of child care assistance through the Child Care Assistance Program? *Check all that apply.*

- Shared electronic document management system
- Regular case consultation meetings
- Workers with dual MFIP and CCAP role
- Workers with dual Employment Services and CCAP role
- Specific CCAP workers process MFIP child care cases
- MFIP and/or Employment Services workers receive training related to CCAP
- Communication with CCAP worker via phone, email or fax
- Use of agency-developed forms or documents
- MFIP and/or Employment Services workers assist families with completing CCAP paperwork (for example, the CCAP application)
- MFIP and/or Employment Services workers have MEC2 Inquiry access
- Other – specify:

2. \* What barriers prevent timeliness?

Examples of barriers preventing timeliness include:

- Participants turning in paperwork late or incomplete.
- Participants not providing timely updates on changes such as their address.
- Participants changing their provider frequently and not giving proper notice.
- Understaff-Staff retention

**County and Tribal Nation MFIP Biennial Service Agreement**

**E. Emergency Services**

1. \* Does your County/Tribal Nation provide emergency or crisis services from your Consolidated Fund?

No  Yes

2. \*Submit a copy of your Emergency Assistance policy as an attachment.

Describe any major changes you've made to this policy below.

no major changes

**County and Tribal Nation MFIP Biennial Service Agreement**

**F. Measures**

**Performance Measures**

Performance-based funding is determined by a service area's annualized Self-Support Index value. Review the information and report links in this section to see the effect of performance on funding and reporting, based on [MN Statute 256J.626, Subdivision 7](#).

Each year a bonus to a service area's Consolidated Fund allocation will be based on its performance on the Self-Support Index in the previous April to March year.

The three-year Self-Support Index (S-SI): This measure starts with all adults receiving MFIP or DWP cash assistance in a quarter and tracks what percentage of them, three years later, are no longer receiving family cash assistance or are working an average of 30 hours a week if still receiving cash assistance. Those who left MFIP after reaching 60 counted months and those who left due to 100 percent sanction are only counted as a success if they worked an average of 30 hours per week in their last month of eligibility or if they began receiving Supplemental Security Income (SSI) after family cash assistance ended. To provide fair comparisons across service areas, DHS calculates a "Range of Expected Performance" for the S-SI that is based on local caseload characteristics and economic conditions. The service area's Self-Support Index value is whether the service area was above, within, or below its expected Range.

The S-SI and Range are annualized for the four quarters in the April through March year ending in the reporting year before the funding year. See the annualized report on the MFIP Reports page on the DHS website for 2023: [Minnesota Family Investment Program 2023 Annualized Self-Support Index \(state.mn.us\)](#). A service area with an annualized S-SI "above" its customized Range of Expected Performance for 2023 will receive a 2.5 percent bonus added to its Consolidated Fund allocation for calendar year 2024.

[Minnesota Family Investment Program 2023 Annualized Self-Support Index \(PDF\)](#)

If your service area is receiving a bonus, congratulations! Please share a success strategy here:

N/A

If your service area performed "above" or "within," you can go to Section G.

If your service area performed "below" for two consecutive years, you will have to **negotiate a multi-year improvement plan** with DHS. If no improvement is shown by the end of the multi-year plan, the next year's allocation must be decreased by 2.5 percent, to remain in effect until the service area performs within or above its Range of Expected Performance.

## County and Tribal Nation MFIP Biennial Service Agreement

### F. Measures (continued)

#### Racial/Ethnic Disparities

A racial/ethnic disparity is defined as a one-year Self Support Index that is five or more percentage points lower for a non-white racial/ethnic group than for the white group of MFIP/DWP-eligible adults in the County/Tribal Nation or consortium. The report "Annualized MFIP Performance Measures by Racial/Ethnic or Immigrant Group and by County, County Consortium, and Tribal Provider" is now available at <https://public.tableau.com/app/profile/tyler.borgmann/viz/AnnualizedS-SISuccessRatebyRacialEthnicorImmigrantGroup/SSISuccessRateDashboard-intro>

To view your agency's measurement, click on the "S-SI Success Rate by Agency" button. This will bring you to the statewide data for 2022. From the first drop down you can select your county, county consortium or Tribal Nation. If you note any groups that are below the line (indicated by a green bar) your county, county consortium or Tribal Nation will answer the next question below:

#### **What strategies and action steps for each of the groups below the disparities reference line do you plan to implement for the coming biennium to reduce these disparities?**

Ramsey County MFIP/DWP outcomes have shown persistent disparities between White participants and African American and American Indian participants. The current MFIP/DWP direct service system further developed strategies that worked over the previous five years to include new or enhanced services, including:

- Extended families remaining at the same service provider. Extended families in Ramsey County are disproportionately represented by communities experiencing racial disparities and this change allows families experiencing disparate outcomes to remain at their chosen provider.
- Teen parents are served directly by Public Health nurses to ensure both mother and child are healthy and focused on achieving a high school diploma or GED.
- Young adult parents (ages 18 to 24) are served by the county in a specialized unit to better coordinate and connect with other youth services, including access to Public Health nurses, WIOA Youth programming, early child care and education, and connections to CARES and ARPA funded programming and technology.
- Families Achieving Success Today (FAST) is a full-family, multi-disciplinary program that has demonstrated improved engagement, education achievement, employment hours and earnings. FAST expanded its capacity to serve up to 360 FSS families.
- Partners for Equity efforts- Ramsey County WFS contracts with three culturally specific community-based organizations to deliver comprehensive, strength-based, and culturally specific family stability services to African-American, American Indian and Hispanic families receiving MFIP.

WFS will continue contracting with Partners for Equity, current partners and services provided are:  
Network for the development of Children of African Descent (NdCAD)

- Provide full-family services to strengthen family well-being through cultural resiliency and literacy skills.
- Parents develop a self-determinizing plan and complete a cultural training series, Parent Power, as a cohort.
- Eligible children complete a literacy program, (Sankofa) proven to increase reading levels, often by several levels.

American Indian Family Center (AIFC)

- Provide employment services, trainings and cultural opportunities from one to all American Indian MFIP families choosing the Center
- Available social services and children's services co-located with MFIP employment services.

Comunidades Latinas Unidas En Servicio (CLUES)

- Provide a series of dynamic workshops engaging families about increasing personal power to achieve individual and family goals.
- Engage and empower through career and financial trainings.

Cultural Consulting: Ramsey County values the communities we serve and the richness of consultation in a cultural context to better serve our families and residents in our employment and education programs. Through lending input and guidance, consultants are integral to our services and will be connected and engaged with communities experiencing racial disparities. Consultants will assist WFS with a number of interventions such as training case consultations policy and procedure review coordination of community efforts and events and community conversations.

Data Leadership Sponsored Workgroups: One workgroup is focusing on how data is understood and can be utilized within teams to identify potential areas for improvement while the other is focused on learning more about racial disparities in MFIP to create awareness and generate ideas to improve usability and outcomes. This has been a great opportunity to have a cross-representation of staff working toward a common goal of ensuring we are leveraging our data to inform programs. The Data Leadership Team is charged with ensuring the department is leveraging qualitative and quantitative data to inform decision making, address workforce inequities and advance accountability with the county to consistently exceed the expectations of our residents and stakeholders.

Community Engagement: WFS engaged a number of community-based organizations to identify gaps and needs in the community for traditional programming and for new resources in the county. WFS used input from community partners to develop services targeting populations with historic racial and ethnic disparities. These efforts ultimately paved the way for WFS to partner with more than 80 community-based organizations serving primarily residents representing communities with disparities. New partners continue to emerge assisting WFS in communicating program information with the community and providing additional referral services to program participants. WFS continues to build its network in the community, increasing its capacity to engage communities, especially those experiencing disparate outcomes.

WFS has representation in the St Paul Indians in Action learning cohort which is comprised of 10 county leaders and 10 members of the American Indian community. The cohort meets regularly to develop countywide principles for all of Ramsey County's work that impacts the American Indian Community; it will give us an opportunity to re-evaluate, improve and modify our service delivery efforts.

## County and Tribal Nation MFIP Biennial Service Agreement

### G. Program Monitoring and Compliance

1. \*What procedures do you have in place to ensure that program funds are being used appropriately as directed in law? *Check all that apply.*

- Budget control procedures for approving expenditures
- Cash management procedures for ensuring program income is used for permitted activities
- Internal policies around use of funds (i.e. participant support services)
- Other – specify:

2. \*What procedures do you have in place to ensure program policies are followed and applied accurately? *Check all that apply.*

- Case consultation
- Sample case review by supervisors
- Sample case review by lead worker/mentor
- Sample case reviews by peers
- Other – specify:

3. Effective August 1st, 2023, counties and Tribal Nations are no longer required to administer random drug tests to MFIP participants who are convicted drug felons but may do so at the county or Tribal Nation's option. If applicable, what procedures/policies do you have in place for administering random drug tests to MFIP participants who are convicted drug felons as allowed by [MN Statute 256J.26, Subdivision 1](#)? **Select one.**

- Written policy within the MFIP unit
- Coordination with Corrections
- Currently establishing new policy/procedure(s)
- Other – specify:

**Submit a copy of your written policy as an attachment.**

## County and Tribal Nation MFIP Biennial Service Agreement

### H. Administrative Cap Waiver

Minnesota Family Investment Program (MFIP) allows counties to request a waiver of the MFIP administrative cap (currently at 7.5%) for providing supported employment, uncompensated work, or a community work experience program for a major segment of the county's MFIP population. Counties that are operating such a program may request up to 15% administrative costs per [MN Statute 256J.626, Subdivision 2](#).

If your County/Tribal Nation is interested in applying for the waiver for the coming biennium, please complete the following four questions.

#### 1. Describe the activity(s) you will provide.

Ramsey County will provide a supported work experience program that is designed to assist MFIP participants experiencing challenges in obtaining or maintaining public or private sector unsubsidized competitive employment. Participants engaged in the program will be placed in a subsidized work experience that will provide participants with work activities to develop new skills and enhance current skills, while providing an opportunity to gain work experience in a supportive work environment that builds confidence and gives participants an opportunity to explore other career options. Upon completion, participants will have acquired new skills, enhanced current skills, improve their soft-skills and be prepared for competitive public and private sector unsubsidized employment.

During the biennium, this program will place emphasis on family stability and the following strategic priorities:

- Reduce racial employment disparities
- Leverage strategic, purposeful partnerships
- Integrate the 4E success indicators – engagement, education, employment and employment retention into program
- Strengthen the WFS full family approach and family well-being measurement
- Leverage career pathway opportunities
- Increase WIOA and TANF program collaborations
- Increase staff skill development
- Pursue evaluation and continuous process improvement

#### 2. Explain the reasons for the increased administrative cost.

Ramsey County Workforce Solutions expects to exceed the 7.5% administrative cost cap. Additional administrative expenses will be incurred due to:

- 1) Use of consolidated fund dollars to continue the county-wide supported work experiences, targeting services for young parents and participants of African and American Indian descent.
- 2) Coordination and combination of unpaid work and paid work experiences and activities to maximize participant's employability.
- 3) Funds will be used to cover the cost of the planners and evaluators to conduct evaluation and reporting for supported work experience project along with costs to cover allocated accounting, grant administration, and program executive management personnel.
- 4) Supporting the provision of MIS and program technical guidance for the supported work experience, universal monitoring of program implementation, and ensure compliance with State and Federal rules and regulations related to the program.
- 5) Ramsey County continues to increase collaborative initiatives and programs between WIOA and MFIP/TANF internal departments, colleges, Workforce Innovation Board and employers, thus increasing administrative expenses.

#### 3. Describe the target population and number of people expected to be served.

Contingent on funding, Ramsey County plans to implement a supported work program for up to 100 MFIP participants with a specific focus on young parents, African American, American Indian and Latino participants. Work experiences will be paid prevailing wage and may be up to 200 hours. The goal is to partner supported work experience placements with career exploration and education that will lead participant to secure better employment.

#### 4. Describe how the unpaid work experience is designed to impart skills and what steps are taken to help participants move from unpaid work to paid work.

Unpaid work experience may be an option if the participant agrees to participate and/or the unpaid work experience meets following criteria:

- The participant has been unable to obtain or maintain paid employment in the competitive labor market and there are NO paid work experience programs available.
- The unpaid work experience provides specific skills or experience that cannot be obtained through other work activity options where the participant lives.
- The skills or experience result in higher wages than the participant would have been able to earn without the unpaid work experience.

Once the experience is completed, participants will get support for seeking unsubsidized work. All MFIP employment providers in Ramsey County have staff that function in roles that make connections with employers to secure placement of the participant into paid jobs and some have functioning employer advisory boards to provide advice and guidance to job development efforts.

If your County/Tribal Nation is providing unpaid work experience activities for MFIP participants and you don't already have an Injury Protection Plan (IPP) in place, please click on [eDocs](#) to fill out the IPP form. Email the completed form to: [Jonathan.Hausman@state.mn.us](mailto:Jonathan.Hausman@state.mn.us).

**County and Tribal Nation MFIP Biennial Service Agreement****I. Provider Choice**

MFIP provisions require counties to provide a choice of at least two employment service providers available to participants unless a workforce center is being utilized ([MN Statute 256J.50, Subdivision 8](#)). Counties may request an exception if meeting this requirement results in a financial hardship ([MN Statute 256J.50, Subdivision 9](#)).

Does your County/Tribal Nation:

- Have at least two employment and training services providers. Go to Section J.
- Have a CareerForce center that provides multiple employment and training services, offers multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs. Go to Section J.
- Intend to submit a financial hardship request.

**County and Tribal Nation MFIP Biennial Service Agreement**

**I. Provider Choice** (continued)

**Financial Hardship Request**

A financial hardship is defined as a county's inability to provide the minimum level of service for all programs if a disproportionate amount of the MFIP consolidated fund must be used to cover the costs of purchasing employment services from two providers or the cost of contracting with a workforce center.

To request approval of a financial hardship exception from the choice of provider requirement, please provide the following information.

- 1. If the County/Tribal Nation had a choice of providers in calendar year 2023, describe:
  - factors that have changed which indicate a financial hardship,
  - why the hardship is expected to continue, and
  - the magnitude of the hardship, which makes limiting delivery of employment services the best financial option for the County/Tribal Nation.

2000 characters remaining

- 2. Summarize options explored by the county, including use of other partners in a workforce center or other community agencies, such as a Community Action Program or a technical college. The summary should also include:
  - major factors which prevent the County/Tribal Nation from utilizing these options and include a cost analysis of each option considered; and
  - the process used to determine the cost of other options (RFP or other County/Tribal Nation process).

2000 characters remaining

- 3. If the County/Tribal Nation proposes to directly deliver MFIP employment services, provide a budget and staffing plan that clearly indicates consolidated funds will not be used to supplant County/Tribal Nation funds. The description should include information about what steps will be taken to ensure that staff have the experience and skills to deliver employment services.

2000 characters remaining

Financial Hardship requests will be reviewed by the Department of Human Services (DHS) and the Department of Employment and Economic (DEED) leadership. DHS and DEED will also look at the amount budgeted by the County/Tribal Nation for employment and training during calendar year 2023 and use this amount as a guide to determine whether the amount budgeted by the County/Tribal Nation for calendar year 2024 is reasonable.

If a financial hardship is approved, DHS and DEED will closely monitor County/Tribal Nation programs to ensure outcomes are achieved and services are being delivered consistent with state law. For additional information or if you have questions, please email Pamela McCauley at [Pamela.McCauley@state.mn.us](mailto:Pamela.McCauley@state.mn.us).

**County and Tribal Nation MFIP Biennial Service Agreement**

**J. Budget**

Click on the link below to review your service area's 2024 MFIP allocation and Federal Funding Sources:

[MFIP Consolidated Fund \(PDF\)](#)

In the budget table below, indicate the amount and percentage for each item listed for the budget line items for calendar years 2024-2025. Also note:

- Refer to the 2024-25 Minnesota Family Investment Program (MFIP) Biennial Service Agreement (BSA) Guidelines Bulletin section, "Allowable Services under MFIP Consolidated Fund."
- Total percent must equal 100.
- Income maintenance administration is reasonable in comparison to the whole budget.
- Ensure the Emergency Assistance/Crisis Services plan is included if funds are allocated.
- All services must be an allowable expenditure under the MFIP Consolidated Fund.
- Allocation amounts must be spent by the end of calendar year, remaining amounts does not roll over into the following year.
- Medical expenditures are NOT allowable.
- Email Arina Preston at Arina.Preston@state.mn.us, if you need assistance or have questions with the budget section.
- 

**2024 Budget**

Budgeted Amount	Percent	Line Items
1,093,965.00	5.90%	Employment Services (DWP)
9,775,685.00	52.69%	Employment Services (MFIP)
2,758,612.00	14.87%	Emergency Services/Crisis Fund
1,948,174.00	10.50%	Administration (cap at 7.5% or up to 15% with an approved administrative cap waiver)
2,807,598.00	15.13%	Income Maintenance Administration
50,000.00	0.27%	Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
120,000.00	0.65%	Under 200% Services
	0.00%	Capital Expenditures
	0.00%	Other: <input type="text"/>
<b>\$18,554,034.00</b>	<b>100.00%</b>	<b>Total</b>

**2025 Budget**

Budgeted Amount	Percent	Line Items
1,093,965.00	5.90%	Employment Services (DWP)
9,775,685.00	52.69%	Employment Services (MFIP)
2,758,612.00	14.87%	Emergency Services/Crisis Fund
1,948,174.00	10.50%	Administration (cap at 7.5% or up to 15% with an approved administrative cap waiver)
2,807,598.00	15.13%	Income Maintenance Administration
50,000.00	0.27%	Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
120,000.00	0.65%	Under 200% Services
	0.00%	Capital Expenditures
	0.00%	Other: <input type="text"/>
<b>\$18,554,034.00</b>	<b>100.00%</b>	<b>Total</b>

**County and Tribal Nation MFIP Biennial Service Agreement**

**K. Certifications and Assurances**

**Public Input**

\* Prior to submission, did the County/Tribal Nation solicit public input for at least 30 days on the contents of the agreement?

No  Yes

Was public input received?

No  Yes

If received but not used, please explain.

4000 characters remaining

## County and Tribal Nation MFIP Biennial Service Agreement

### K. Certifications and Assurances

#### Assurances

It is understood and agreed by the County/Tribal Nation board that funds granted pursuant to this service agreement will be expended for the purposes outlined in [Minnesota Statutes, section 256J](#); that the commissioner of the Minnesota Department of Human Services (hereafter department) has the authority to review and monitor compliance with the service agreement, that documentation of compliance will be available for audit; that the County/Tribal Nation make reasonable efforts to comply with all MFIP requirements, including efforts to identify and apply for available state and federal funding for services within the limits of available funding; and that the County/Tribal Nation agrees to operate MFIP in accordance with state law and federal law and guidance from the department.

Counties and Tribal Nations may use the funds for any allowable expenditures under subdivision 2, including case management outlined in [Minnesota Statutes, section 256J](#).

This allocation is funded with 8% state funds and 92% federal TANF funds and paid quarterly.

**Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to County/Tribal Nation. In the event of such termination, County/Tribal Nation shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that County/Tribal Nation is a "contractor" and not a "subrecipient" pursuant to 2 C.F.R section 200.331.

**Pass-through requirements.** County/Tribal Nation acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, County/Tribal Nation may be subject to certain compliance obligations. County/Tribal Nation can view a table of these obligations in [the Health and Human Services Grants Policy Statement](#), [1] Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and County/Tribal Nation agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#). [2]

1. **County/Tribal Nation:**

Ramsey  
(Must match the name associated with the Unique Entity Identifier.)

2. **County/Tribal Nation Unique Entity Identifier (EUI):**

62RAM966

Effective April 4, 2022, the Unique Entity Identifier is the 12 character alphanumeric identifier established and assigned at SAM.gov to uniquely identify business entities and must match County/Tribal Nation name.

3. **Federal Award Identification Number (FAIN):** 2201MNTANF and 2301MNTANF

4. **Federal Award Date:** October 1, 2022 (projected) (The date of the award to the MN Dept. of Human Services.)

5. **Period of Performance:** January 1, 2024 – December 31, 2025

6. **Budget period start and end date:** January 1, 2024 – December 31, 2025

7. **\*Amount of federal funds:**

A. Total Amount Awarded to DHS for this project: \$103,290,000 (projected)

B. Total Amount Awarded by DHS for this project to County/Tribal Nation named above: \$

8. **Federal Award Project description:** Temporary Assistance for Needy Families (TANF)

9. **Name:**

A. Federal Awarding Agency: Administration for Children and Families

B. MN Dept. of Human Services (DHS)

C. Contact information of DHS's awarding official: Jovon Perry, Jovon.perry@state.mn.us

10. **\*Assistance Listings Number & Name** (formerly known as CFDA No.):

Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No.:

NUMBER:  NAME:

Total amount made available at time of disbursement: \$

11. **\* Is this federal award related to research and development?**  No  Yes

12. **Indirect Cost Rate for this federal award is:** up to 15% (including if the de minimis rate is charged)

**County and Tribal Nation MFIP Biennial Service Agreement**

**Service Agreement Certification**

Checking this box certifies that this 2024 - 2025 MFIP Biennial Service Agreement has been prepared as required and approved by the County/Tribal Nation board(s) under the provisions of Minnesota Statutes, section 256J. In the box below, state the name of the chair of the County/Tribal Nation board of commissioners or authorized designee, their mailing address and the name of the county.

\* DATE OF CERTIFICATION

\* NAME (CHAIR OR DESIGNEE)

\* COUNTY/TRIBE

\* MAILING ADDRESS

\* CITY

\* STATE

\* ZIP CODE

If your county/tribal agency is unable to complete your BSA by October 15th, 2023, you will need to request an extension by emailing [Jonathan.Hausman@state.mn.us](mailto:Jonathan.Hausman@state.mn.us). Please provide additional information about why you were not able to complete this form.

**Save or Submit**

**To save your work**, click the 'Save Form for Later' button. Your information will be saved, and you may finish the form later.

**To submit your information to DHS**, click the 'Submit Final Form' button.

# Board of Commissioners

## Request for Board Action

Item Number: 2023-449

Meeting Date: 10/17/2023

**Sponsor:** Parks & Recreation

### Title

Cooperative Agreement with the City of Saint Paul for Winter Recreation Operations

### Recommendation

1. Approve the cooperative agreement with the city of Saint Paul, 15 West Kellogg Boulevard, Saint Paul, MN 55102 for a joint ski pass system and shared use of the Battle Creek Recreation center for the period of November 1, 2023, through August 31, 2024.
2. Authorize the Chair and Chief Clerk to execute the cooperative agreement.
3. Authorize the County Manager to renew the cooperative agreement up to two additional one-year terms with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

### Background and Rationale

In 2022, Parks & Recreation built snowmaking infrastructure at Battle Creek Regional Park on four kilometers of cross-country ski trails and a sledding hill that is free to the public. As part of this effort, Ramsey County Parks & Recreation and Saint Paul Parks and Recreation are partnering to offer a joint ski pass system. This agreement is similar to last year's agreement with the city, with the exception that Saint Paul Parks & Recreation will no longer operate the ski rental program, which will be taken on by the county, Saint Paul will set up a High School Natural Snow Pass. Cross-country ski rental operations will also relocate to a different room in the recreation center.

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

Well-being

Prosperity

Opportunity

Accountability

### Racial Equity Impact

Ramsey County is working to provide free programming options and ski passes to residents. On April 15, 2022, the Ramsey County Board approved racial equity grant funds of \$164,000 from the Metropolitan Council to develop an equitable learn-to-ski program. This program will not only serve an established audience of youth and adult cross-country skiers but will provide free healthy amenities locally for racially diverse communities that may not have the funds, access, or the cultural tradition to make winter recreation a part of their lives. In addition, the sledding hill that has been used in recent years will remain free and open for public use.

### Community Participation Level and Impact

In May 2022, meetings were held with high school coaches, event organizers and ski community enthusiasts to solicit feedback on fee structure and other operational considerations for the Winter Recreation Area. Additionally, during the Battle Creek Master Plan process (November 2019 through October 2021), numerous pop-up workshops, community meetings and collaborative design sessions were held at Battle Creek Regional Park and nearby areas to gather community feedback and share their vision of what the park should look like. Some participant feedback mentioned partnering with the city of Saint Paul to offer programs and services for the Winter Recreation Area.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The proposed cooperative agreement is a cost-effective way of providing onsite amenities at the Battle Creek Winter Recreation Area. The revenue budget of \$171,016 which will be generated from ski pass sales was already approved in the 2022-23 budget process. One hundred percent of revenue from online sales of All-Access Ski Passes, and 95% of revenue from in-person sales of All-Access Ski Passes at the Battle Creek Recreation Center will be retained by or paid to the county as well as all revenue from rental of cross-country skis at Battle Creek Recreation Center. Five percent of revenue from in-person sales of All-Access Ski Passes at the Battle Creek Recreation Center will be retained by or paid to the city of Saint Paul.

**Last Previous Action**

On September 20, 2022, the Ramsey County Board approved a cooperative agreement with the city of Saint Paul for Winter Recreation Operations (Resolution B2022-219).

On August 16, 2022, the Ramsey County Board approved the updated fee schedule for Cross-Country Ski and Battle Creek Winter Recreation Area Operations which also introduced a joint ski pass system with the city of Saint Paul (Resolution B2022-190).

**Attachments**

1. Cooperative Agreement with the City of Saint Paul

## COOPERATIVE AGREEMENT

This **Cooperative Agreement** (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Ramsey County, a political subdivision of the State of Minnesota (“County”), and the City of Saint Paul, a Minnesota municipal corporation (“City”).

### RECITALS

1. The County and the City each owns, operates, and maintains a variety of City, County, and Regional parks throughout the City and the County; and
2. The City operates the Battle Creek Recreation Center (“Battle Creek Rec Center”), located within the County’s Battle Creek Regional Park;
3. The County wishes for the City to extend operating hours at the Battle Creek Rec Center, including the Meeting Room, located in the southeast corner of the building, to include Sundays as defined in this Agreement; and
4. The County and the City each operate cross-country ski trails throughout the County and the City, including a loop trail with machine-made snow, and trails with natural snow; and
5. The County and the City wish to continue to offer a joint system for selling ski passes to be used on all County/City-operated cross-country ski trails; and
6. The County and the City have reached agreement on the financial terms and respective obligations for this Winter Recreation system.

**NOW THEREFORE**, based on the mutual promises and the terms and conditions set forth in this Agreement, and for good and valuable consideration, the sufficiency and receipt of which are acknowledged, the County and the City agree as follows:

1. **Term.** This Agreement will be effective on November 1, 2023, through August 31, 2024.
2. **Renewal.** By mutual written consent of County and City, this agreement may be renewed for up to two (2) additional one (1) year terms. If either party does not intend to renew the contract, it will give the other party notice at least 120 days prior to expiration of the current term.
3. **Available Passes.** The following daily and annual ski passes (“Pass” or “Passes”) will be available for purchase by the public:
  - a. *Passes for natural-snow areas*, which allows a Pass holder use of the following ski areas:

- i. County locations
    - (1) Vадnais -Snail Lakes Regional Park;
    - (2) Tamarack Nature Center;
    - (3) East Battle Creek Regional Park;
    - (4) Rice Creek Regional Trail; and
    - (5) Non-snow-making areas in West Battle Creek Park.
  - ii. City locations
    - (1) Phalen Regional Park;
    - (2) Highland 9 and Highland 18 Ski Area; and
    - (3) Como Park Ski Center.
- b. *All-Access Passes*, which allows a Pass holder use of the machine-made snow loop located in Battle Creek Regional Park, as well as all locations available in in natural-snow areas.
4. **Joint System for Ski Pass Sales**. The County and the City will sell Passes online on the Ramsey County website. In-person Pass sales will occur at the Battle Creek Rec Center, Como Park Ski Center, Highland 18, and Tamarack Nature Center. In-person Pass sales will utilize the reservation system that is already in use at each location. Sales of Passes will begin annually by October 1, and end by March 31. In-person pass sale hours will be based on public ski chalet hours.
5. **Cross-Country Ski Rentals**. The County will be responsible for rentals of cross-country skis from the Battle Creek Rec Center.
- a. *Ski Rentals*: Ski rentals will operate out of the Meeting Room from December 1<sup>st</sup> through March 31<sup>st</sup>, and to serve a public purpose and service, the city will waive all fees associated with use of the Meeting Room.
  - b. *Ski Fleet*: The city will loan the county, free of charge, a fleet of ski equipment to be used by the county between November 20<sup>th</sup>, 2023 and April 5<sup>th</sup>, 2024. The County will be responsible for providing ski equipment at the Battle Creek Rec Center site after that time.
  - c. *Meeting Room Setup and Teardown*: The city will permit the county access to the Meeting Room a week prior to December 1<sup>st</sup> and a week after March 31<sup>st</sup> for setup and teardown. The County will be permitted to install non-permanent structures to the Meeting Room to accommodate the rental operation.
  - d. *Meeting Room Access*: Ramsey County Staff will have access to the Meeting Room during all Battle Creek Rec Center hours.
  - e. *Flooring*: The County has paid the City a one (1) time payment of \$25,000 to be used for flooring capital investments necessary for the Battle Creek Rec Center to support the winter sports program. The flooring will be made accessible for Winter Rec uses in the Rec Center if necessary, or retained in good condition for winter rec use in future years.
  - f. *Future Space Considerations*: Consideration will be given on an annual basis before each ski season for adjusting which space inside the Rec Center is used

for rentals and warming space to accommodate growing needs and reduce conflict between user groups.

6. **Extended Hours for Battle Creek Rec Center.** Annually from December 1 through March 31, in addition to regular hours, the City will operate the Battle Creek Rec Center, including providing Ramsey County Staff access to the Meeting Room, on Fridays 6:00 p.m. to 9:00 p.m., Saturdays from 1:00 p.m. to 7:00 p.m. and Sundays from 9:00 a.m. until 7:00 p.m. This provision is contingent on the County's ability to keep trails in the West Battle Creek area in a skiable condition. At any time between December 1 through March 31, that the County closes all trails in the West Battle Creek area due to poor conditions, the City may adjust Battle Creek Rec Center hours. The County will communicate to the City regarding any closure or opening of the trails in the West Battle Creek area, and allow reasonable time for the City to adjust hours for the Battle Creek Rec Center.
7. **Warming Space.** Space for users of the Winter Recreation Area will be provided inside the lobby and hallway of the rec center. Benches with storage cubbies will be placed according to **Exhibit B**.
8. **Financial Terms.** The financial terms of this Agreement are as follows:
  - a. *Passes for natural-snow areas:* All revenue from online and in-person sales of Passes for natural-snow areas will be retained by or paid to the City.
  - b. *All-Access Passes:*
    - i. One hundred percent of revenue from online sales of All-Access Passes, and 95% of revenue from in-person sales of All-Access Passes at the Battle Creek Rec Center will be retained by or paid to the County; and  
Five percent of revenue from in-person sales of All-Access Passes at the Battle Creek Rec Center will be retained by or paid to the City.
  - c. *High School Ski Passes:*
    - i. *One hundred percent of revenue for High School All-Access Passes will be retained by the county.*
    - ii. *One hundred percent of revenue from High School Natural Snow Passes will be retained by the City. The City will manage its own High School Ski Pass system.*
  - d. *Cross-country ski rentals:* The County will retain all revenue from Battle Creek Rec Center rental of cross-country skis.
  - e. *Extended hours for Battle Creek Rec Center:* The County will pay the City \$10,000 in exchange for the City providing extended Friday, Saturday and Sunday hours at the Battle Creek Rec Center from December 1<sup>st</sup> to March 31<sup>st</sup>, including Ramsey County Staff access to the Meeting Room, from December 1 through April 5 annually. If

building hours are reduced, as outlined in Section 5, this payment will be prorated accordingly.

- f. *Cost of Passes*: The parties have agreed upon the Fee Schedule as set forth in **Exhibit A** for the 2023/2024 season. Parties may agree to adjust the fee schedule upon renewal or amendment of this agreement.
- g. *Final Accounting*: After sales of Passes end annually on March 31, the City will provide to the County a final accounting of all Pass sales made by the City. The County will conduct a final accounting of all Pass sales made by both parties. The County will provide the final accounting to the City, and if the parties are in agreement as to the calculations, then the party that is owed payment for Pass sales will prepare an invoice to the owing party, taking into account the payment for extended facility hours in Section 6.d. A 2.5% per electronic transaction fee will be deducted from revenue totals, for all electronic transactions. The owing party must remit payment for the invoiced amount within 35 days of receipt of the invoice.

The parties will comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, including providing a Tennessee warning for the collection of any private data on individuals; and any other applicable statutes, any state rules adopted to implement the Act, and federal statutes and regulations related to data privacy.

9. **Liability and Insurance.**

- a. Each party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting from those acts, to the extent authorized by law, and will not be responsible for the acts of the other parties or their employees, elected officials, and agents, or for any liability resulting from those acts. Each party's liability will be governed and limited by Minnesota Statutes, Chapter 466, and other applicable law.
- b. Each party warrants that it is able to comply with the foregoing requirements through commercial insurance or a self-funding program.
- c. All insurance policies or self-insurance certificates will be open to inspection by the other party and copies of the policies or certificates of self-insurance will be submitted to a party upon request.

10. **Cooperative Activity.** To the fullest extent permitted by law, all activities by the parties under this Agreement are intended to be and will be construed as a "cooperative activity," and it is the intent of the parties that they be deemed a "single governmental unit" for the purposes of determining total liability, as set forth in Minnesota Statutes § 471.59, subd. 1a. Nothing in this Agreement is intended to alter, or will be interpreted as altering, the treatment of the parties as a single governmental unit. For purposes of Minnesota Statutes

§ 471.59, subd. 1a, each party expressly declines responsibility for the acts or omissions of the other parties.

**11. Miscellaneous.**

- a. *Incorporation of Recitals and Exhibit.* The County and the City agree that the Recitals made at the beginning of this Agreement, and the Exhibit that is attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.
- b. *Notices.* Whenever it is required or permitted by this Agreement that notice or demand be given or served by either party to or on the other party, such notice or demand must be made in writing, and will be sufficient if delivered personally or sent by registered or certified United States Mail (return receipt requested), to the addresses set forth below. The addresses of the parties for such mail purposes are as follows, until written notice of a change of such address has been given to the other party:

<p><i>If to the County:</i></p> <p>Ramsey County Parks &amp; Recreation Dept. ATTN: Kris Lencowski Director of Park Operations 2015 Van Dyke Street Maplewood, MN 55109-3796</p>	<p><i>If to the City:</i></p> <p>City of Saint Paul Parks and Recreation ATTN: Susie Odegard Parks and Recreation Program Supervisor 25 West Fourth St, Suite 400 Saint Paul, MN 55102</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- c. *Relationship of the Parties.* Nothing contained in this Agreement will be deemed or construed to create a partnership, joint venture, or other fiduciary relationship between the parties. Neither party is authorized to act as an agent or on behalf of the other party.
- d. *Interpretation of Agreement; Venue.* This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement will be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.
- e. *Severability.* If any provision or term of this Agreement for any reason is declared invalid, illegal, or unenforceable, such decision will not affect the validity of any remaining provisions. The remaining provisions will remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

- f. *Headings.* The section headings in this Agreement are for reference purposes only and will not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.
- g. *Alteration.* Any alteration, variation, modification, or waiver of the provisions of this Agreement will be valid only after it has been reduced to writing and signed by both parties.
- h. *Entire Agreement.* This written Agreement, including any attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or contracts, either written or oral, regarding the subject matter of this Agreement. No subsequent agreement between the County and the City to waive or alter any of the provisions of this Agreement will be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.
- i. *Signatures/Execution.* Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes of this Agreement, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation a facsimile version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective as of the date first written above.

**RAMSEY COUNTY**

---

Trista Martinson, Chair  
Ramsey County Board of Commissioners

---

Mee Cheng,  
Chief Clerk Ramsey County

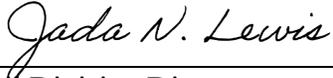
*Approval Recommended:*



---

Mark McCabe, Director  
Parks and Recreation Department

*Approved as to form:*



---

Civil Division Director

**CITY OF SAINT PAUL**

---

Jaime Tincher  
Deputy Mayor

---

Andy Rodriguez  
Director of Parks and Recreation

---

John McCarthy  
Finance Director

*Approved as to form:*

---

Assistant City Attorney



**EXHIBIT A**

**Fee Schedule**

Annual All-Access Pass	\$80
Additional Household Adult All-Access Pass	\$40
Daily All-Access Pass	\$15
Annual Natural Snow Pass	\$35
Daily Natural Snow Pass	\$6
Child 12 and under	Free
All Access High School Pass	\$40/student
Natural Snow High School Pass	\$30/student
School Bus Fine: Unloading in BC Rec Center Parking Lot	\$100

The city and the county will determine rental rates not included in the above schedule independently.

## EXHIBIT A

Proposed bench locations noted in blue to remain all days of the week December through March, with red benches and table with chairs to be installed Friday through Sunday. These would be stored at the rec center Monday-Thursday and put out by rec center staff weekly.

