



Board of Commissioners

Agenda

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

February 18, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of February 18, 2025 is Presented for Approval** [2024-545](#)

Sponsors: County Manager's Office

Approve the agenda of February 18, 2025.

2. **Minutes from February 11, 2025 are Presented for Approval** [2024-557](#)

Sponsors: County Manager's Office

Approve the February 11, 2025 Minutes.

PROCLAMATION

3. **Proclamation: Nicole Herold Proclamation** [2025-033](#)

Sponsors: Library

4. **Proclamation: Black History Month Proclamation** [2025-078](#)

Sponsors: Human Resources

ADMINISTRATIVE ITEMS

5. **Amendments to Administrative Code Chapter 3 - Contracts and Procurement Solicitations** [2025-048](#)

Sponsors: Finance

1. Approve amendments to the Administrative Code to provide for County Manager delegated approval of expenditure grant agreements and single source purchases.
2. Direct the Chief Clerk to amend the Administrative Code to reflect approved amendments.

6. **Request for Proposals for Commissary Services** [2025-046](#)

Sponsors: Sheriff's Office

1. Authorize the issuance of Request for Proposals for commissary services for individuals in-custody in accordance with the county's procurement policies and procedures.
2. Direct staff to return to the Ramsey County Board of Commissioners with a recommendation for selection for a contractor.

7. Grant Acceptance and Agreement to Comply with the Terms of the Agreement with the United States Department of Housing and Urban Development and the city of Saint Paul for the Emergency Solutions Grant [2025-054](#)

Sponsors: Housing Stability

1. Accept a grant award and approve a grant agreement with the United States Department of Housing and Urban Development and the city of Saint Paul for the Emergency Solutions Grant upon execution, through September 2, 2026, in the amount of \$591,281.
2. Authorize the Ramsey County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

8. Grant Award from Minnesota Department of Natural Resources for State Fiscal Year 2025 Conservation Partners Legacy Program [2025-037](#)

Sponsors: Parks & Recreation

1. Ratify the submittal of a grant application to the Minnesota Department of Natural Resources for State Fiscal Year 2025 Conservation Partners Legacy program grant.
2. Accept and approve a grant award with the Minnesota Department of Natural Resources for State Fiscal Year 2025 Conservation Partners Legacy program grant for the Lake Josephine Enhancement Project grant for the period of grant execution through June 30, 2028, in the amount of \$172,350.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and contracts 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.

9. First Amendment to Lease Agreement with Maplewood Partners, LLC for Temporary Service Center Space [2025-045](#)

Sponsors: Property Management, Enterprise and Administrative Services

1. Approve the first amendment to the lease agreement with Maplewood Partners, LLC, PO Box 688, White Bluff, TN, 37187, for space at the Maplewood Mall, 3001 White Bear Avenue North, Suite 1034, Maplewood, MN, 55109, for the period of March 1, 2025 through March 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

10. Memorandum of Understanding with the State of Minnesota Second Judicial District for Judicial Chambers Room 1630 Remodel Project [2025-049](#)

Sponsors: Property Management

1. Approve the Memorandum of Understanding with the state of Minnesota, through its Second Judicial District, 15 West Kellogg Boulevard, Saint Paul, MN 55102, for county

provided remodeling project services for the period upon execution through June 30, 2025.

2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

11. Memorandum of Understanding with the State of Minnesota Second Judicial District for Judicial Chambers Room 12D Remodel Project

[2025-050](#)

Sponsors: Property Management

1. Approve the Memorandum of Understanding with the state of Minnesota, through its Second Judicial District, 15 West Kellogg Boulevard, Saint Paul, MN 55102, for county provided remodeling project services for the period upon execution through December 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

12. 2024-2028 Transportation Improvement Plan - Amendment 1

[2025-053](#)

Sponsors: Public Works

1. Amend the 2024-2028 Transportation Improvement Program (TIP) to include the following projects:

Roadway Construction Improvements:

- County Road C - Bridge replacement over Minnesota Commercial Railroad (MCRR) located between Lexington Avenue and Victoria Street - Design funds (construction in 2028).
- County Road F - Collaborative Project with the City of Vadnais Heights for roadway repair, City utility replacement, stormwater improvement, bicycle, and pedestrian access improvements on County Road F between Rice Street and Centerville Road - Design funds (construction in 2028).
- Pennsylvania Avenue - Preliminary engineering, alternatives analysis and public engagement for reconstruction between Rice Street and Mississippi Street - Design funds (construction in 2029).

Roadway Pavement Preservation Improvements:

- Century Avenue - Pavement resurfacing between Lower Afton Road and Woodbine Avenue - 2025 construction funds.
- County Road D - Pavement resurfacing between Flandreau Street and Bittersweet Lane - 2025 construction funds.
- County Road I - Pavement resurfacing and city utility repair between the Rice Creek bridge and Lexington Avenue - 2025 construction funds.

Roadway Multimodal, Community, Accessibility, Resiliency, & Equity (MCARE) Improvements:

- Larpenteur Avenue - Pavement resurfacing, 4 to 3 lane conversion, potential road diet, and trail installation between East Shore Drive and Flandreau Street - Design funds (construction in 2027).
- Long Lake Road/10th Street - Pavement resurfacing, 4 to 3 lane conversion, stormwater improvements, pedestrian, and bicycle access improvements between I-694 and Old Highway 8 - Design funds (construction in 2027 - Federal HSIP grant).
- Mounds View Boulevard - Pavement resurfacing, intersection safety improvements, trail installation, pedestrian crossing safety improvements between Pleasant View Drive and County Road H - Design funds (construction in 2027 - Federal HSIP grant).

- Silver Lake Road - Pavement resurfacing, 4 to 3 lane conversion, stormwater improvements, pedestrian, and bicycle access improvements between Mississippi Street and Mounds View Boulevard - Design funds (construction in 2027 - Federal HSIP grant).
- Victoria Street - Pavement resurfacing and trail installation between County Road C and Harriet Avenue - Design funds (construction in 2027).

Pedestrian Bicycle Improvements (projects led by requesting City):

- Cleveland Avenue (St Paul) - Sidewalk installation and repair between Summit Avenue and Marshall Street - 2025 construction funds.
- County Road I (Shoreview) - Trail boardwalk improvements and repair - Lexington Avenue to Chatsworth Street - 2025 construction funds.
- Lexington Avenue (Roseville) - Multi use trail installation between Sandhurst Drive and Sherren Street - 2025 construction funds.
- Marshall Avenue (St Paul) - Sidewalk installation and repair between Snelling Avenue and Albert Street - 2025 construction funds.

Stormwater Improvements:

- Ditch Authority - Jurisdictional Transfers of various County ditches to local watersheds - 2025 implementation funds.
- Network Wide Drainage Study - Inventory and condition assessment of stormwater assets throughout the County network - 2025 design funds.
- Whitaker Pond - Stormwater pond holding volume restoration and other functionality repairs - 2025 construction funds.

Miscellaneous Infrastructure Improvements:

- Construction and Survey Field Equipment - Necessary field equipment purchase, replacement, and installation - 2025 purchasing funds.
 - Hidden Falls Trail - Pass through grant agreement for DNR funds going to the City of Saint Paul. TIP line item is needed to process pass-through payment.
 - Rice Street G-Line (2026 Expenditure) - Switching previously allocated funds for B-Line to the G-Line project. Need line item in TIP to be able to execute Cooperative Agreement with Met Transit.
2. Amend the 2024-2028 Transportation Improvement Plan by changing the funding source for the Rice Creek Commons Spine Road from "Other" to "County" funds.
 3. Eliminate the bonding request for Rice Creek Commons spine road in the 2025 state platform and revise other language pertaining to Rice Creek Commons in both the state and federal platforms to allow for future funding opportunities at the state and federal levels.

LEGISLATIVE UPDATE

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

10:15 a.m. (est.) Housing Redevelopment Authority Meeting, Council Chambers – Courthouse Room 300

10:30 a.m. (est.) Board Workshop: American Rescue Plan Act - Workforce Updates
Courthouse Room 220, Large Conference Room

Public access via Zoom:

Webinar ID: 949 2497 0756 | Passcode: 084738 | Phone: 651-372-8299

12:00 p.m. Joint County-Courts Meeting
Courthouse Basement Room 42

1:30 p.m. Board Workshop: American Rescue Plan Act - Deeply Affordable Housing Initiative
Courthouse Room 220, Large Conference Room

Public access via Zoom:

Webinar ID: 938 5211 9267 | Passcode: 114008 | Phone: 651-372-8299

Advance Notice:

February 25, 2025 No county board meeting – Association of Minnesota Counties Legislative Conference

March 04, 2025 No county board meeting – National Association of Counties Legislative Conference

March 11, 2025 County board meeting – Council Chambers

March 18, 2025 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: 2024-545

Meeting Date: 2/18/2025

Sponsor: County Manager's Office

Title

Agenda of February 18, 2025 is Presented for Approval

Recommendation

Approve the agenda of February 18, 2025.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-557

Meeting Date: 2/18/2025

Sponsor: County Manager's Office

Title

Minutes from February 11, 2025 are Presented for Approval

Recommendation

Approve the February 11, 2025 Minutes.

Attachments

1. February 11, 2025 Minutes



Board of Commissioners

Minutes

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

February 11, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Jebens-Singh, Miller, Moran, Xiong and Chair Ortega. Commissioner McGuire was absent. Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner Xiong.

1. Agenda of February 11, 2025 is Presented for Approval [2024-544](#)

Sponsors: County Manager's Office

Approve the agenda of February 11, 2025.

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

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

Absent: McGuire

2. Minutes from February 4, 2025 are Presented for Approval [2024-555](#)

Sponsors: County Manager's Office

Approve the February 4, 2025 Minutes.

Motion by Moran, seconded by Xiong. Motion passed.

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

Absent: McGuire

ADMINISTRATIVE ITEMS

3. Property Tax Abatement [2025-041](#)

Sponsors: County Assessor's Office

Approve the property tax abatement, and any penalty and interest, with a reduction of \$10,000 or more for: 36-30-22-11-0027, 3521 Century Ave N, White Bear Lake, MN

Motion by Xiong, seconded by Miller. Motion passed.

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

Absent: McGuire

Resolution: [B2025-033](#)

4. License Agreement with the State of Minnesota Department of Administration for Rental Space at Metro Square Building [2024-508](#)

Sponsors: Workforce Solutions

1. Approve the license agreement with the Minnesota Department of Administration, 50 Sherburne Ave. Suite 309, Saint Paul, MN 55155, for the use of space in the county's Metro Square building, 121 7th Place E. Saint Paul MN 55101, for the period of March 1, 2025, through February 28, 2030 in the amount of \$29,017.80.
2. Authorize the Chair and Chief Clerk to execute the license agreement.
3. Authorize the County Manager to establish a project budget for the CareerForce location in the Workforce Solutions budget.
4. Authorize the County Manager to execute amendments to the agreement in a manner consistent with local regulations and requirements, in a form approved by the County Attorney's Office.

Motion by Xiong, seconded by Miller. Motion passed.

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

Absent: McGuire

Resolution: [B2025-034](#)

5. Amendment to the Agreement with Saint Paul Figure Skating Club for Ice Rental [2025-035](#)

Sponsors: Parks & Recreation

1. Approve amendment to the Saint Paul Figure Skating Club, 848 Pleasant Ave, Saint Paul, Minnesota, 55102 for:
 - a. Ice rental upon execution of the agreement through September 15, 2025.
 - b. Capital payments totaling \$10,000 for facility improvements.
2. Authorize the Chair and Chief Clerk to approve the amendment to the agreement.

Motion by Xiong, seconded by Miller. Motion passed.

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

Absent: McGuire

Resolution: [B2025-035](#)

6. Settlement Agreement in Patricia Juare vs. Ramsey County (Court File No. 62-cv-24-5385) [2025-044](#)

Sponsors: Board of Commissioners

1. Approve the settlement agreement with Patricia Juare v. Ramsey County, Court File No. 62-cv-24-5385), totaling \$80,000.
2. Authorize the Chair and Chief Clerk to execute the settlement agreement.

Motion by Xiong, seconded by Miller. Motion passed.

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

Absent: McGuire

Resolution: [B2025-036](#)

7. 2025 Capital Improvement Program Bond Series 2025A - Awarding Sale [2024-510](#)

Sponsors: Finance

Approve the attached Resolution awarding the sale of General Obligation Capital Improvement

Plan Bonds, Series 2025A.

Presented by Alex Kotze, Chief Financial Officer and Elizabeth Bergman of Baker Tilly.
Discussion can be found on archived video.

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

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

Absent: McGuire

Resolution: B2025-037

PRESENTATION

8. Presentation: Metropolitan Mosquito Control District

[2025-009](#)

Sponsors: Board of Commissioners

None. For information and discussion only.

Presented by Alex Carlson, Public Affairs Manager, Metropolitan Mosquito Control District.
Discussion can be found in archived video.

LEGISLATIVE UPDATE

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

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:16 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2025-033

Meeting Date: 2/18/2025

Sponsor: Library

Title

Proclamation: Nicole Herold Proclamation

Attachments

1. Proclamation

Proclamation

WHEREAS, Nicole Herold has dedicated over 30 years of exemplary service to the Ramsey County Library since 1993, fostering a love of learning in young people, and making a profound impact on accessible information to the community; and

WHEREAS, Nicole started as a library page in 1980, returning as a temporary clerk in 1982, 1985 and 1988, earning her Master of Library and Information Science from the University of Illinois—Urbana Champaign in 1988; and

WHEREAS, Nicole embarked on her career as a children’s librarian at Ramsey County Library – Roseville in 1993, instrumentally planning the arrangement of the library’s new children’s room, and later then serving as a library manager at Mounds View; and

WHEREAS, Nicole spearheaded significant youth service initiatives and projects; pioneering Ramsey County Library’s first baby storytime, creation of storybag and storytub collections, writing grants for storytime materials, and debuting outreach storytimes at Head Start, amongst other programs that are now core services of Ramsey County Library; and

WHEREAS, Nicole has been an unwavering champion for intellectual freedom, advocating for the rights of residents to seek, access, and receive information without fear of censorship or reprisal, fostering an environment of diverse perspectives, critical thinking, and the development of a racially equitable collection; and

WHEREAS, Nicole ascended to serve as the Library Manager of Technical services, stewarding the library collections budget since 2005, demonstrating remarkable commitment to responsibly allocating public dollars, and leading a team to ensure public access to knowledge and information of an astounding value of over 24 million dollars throughout her career; and

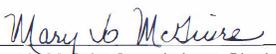
WHEREAS, Nicole led a pivotal role in acquisitions of opening day collections for Ramsey County Libraries including Maplewood, New Brighton, North Saint Paul, Roseville, Shoreview, and White Bear Lake, managing and working through four decades of change including adding barcodes to all library materials and later then adding RFID tags, in addition to the expansion to e-content materials, fundamentally adding a whole new library collection; and

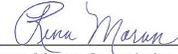
WHEREAS, Nicole is described by direct reports and colleagues as an admirable leader with vast institutional knowledge that creates environments of respect and empowerment with leadership based upon leveraging the strengths of her team and individual talents using gentle, knowledgeable guidance, clear communication, and a calm demeanor, that encourages cooperation and collaboration, and supports the spirit of public library service and Ramsey County values and priorities, and importantly, is a phenomenal baker; Now, Therefore, Be It

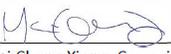
PROCLAIMED, The Ramsey County Board of Commissioners honors and celebrates Nicole Herold for her exemplary service, outstanding achievements, lasting impact on our library system and community, and wish her a fulfilling retirement filled with peace, and many more trips to the library.

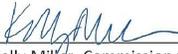

Rafael Ortega, Board Chair, District 5

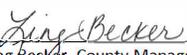

Tara Jebens-Singh, Commissioner, District 1


Mary Jo McGuire Commissioner, District 2


Rena Moran Commissioner, District 4


Mai Chong Xiong, Commissioner, District 6


Kelly Miller, Commissioner, District 7


Ling Becker, County Manager



Board of Commissioners

Request for Board Action

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

Item Number: 2025-078

Meeting Date: 2/18/2025

Sponsor: Human Resources

Title

Proclamation: Black History Month Proclamation

Attachments

1. Proclamation

Proclamation

WHEREAS, Black History Month is a time to honor the achievements, culture, and resilience of Black Americans and their contributions to history, society, and the economy; and

WHEREAS, Since its official recognition in 1986, Black History Month has served as a vital opportunity to reflect on the struggles and triumphs of African Americans, ensuring that their impact is preserved and celebrated; and

WHEREAS, The 2025 theme, “*African Americans in Labor*”, recognizes the essential role Black workers have played in shaping the U.S. economy, labor movements, and workplace protections while overcoming systemic discrimination and barriers; and

WHEREAS, From building the nation’s economy under enslavement to leading labor strikes, forming unions, and shaping policies that promote worker rights, African Americans have long been at the forefront of labor justice; and

WHEREAS, Former Ramsey County Commissioner Toni Carter made history in 2005 as the first African American county commissioner in Minnesota, championing workforce equity, economic development, and juvenile justice reform through initiatives such as the Ramsey County Workforce Innovation Board and the Juvenile Detention Alternatives Initiative, ensuring that Black youth had access to opportunities rather than incarceration; and

WHEREAS, Former State Representative and current Ramsey County Commissioner Rena Moran, the second African American to serve on the board, continues this legacy by advocating for racial and economic equity, affordable housing, fair wages, and labor rights, ensuring that Black workers and families have access to opportunities and economic security; and

WHEREAS, The contributions of Black workers, labor leaders, and policymakers have been pivotal in advancing labor rights and securing economic justice while making workplaces more equitable for future generations; and

WHEREAS, Black History Month challenges us to reflect on this legacy and recommit to advancing equity in employment, economic empowerment, and social justice; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners recognizes February 2025 as Black History Month and honors the profound contributions of African Americans in labor, leadership, and economic justice; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners encourages all Ramsey County residents and staff to reflect on Black workers’ contributions, engage in efforts to create a more inclusive workforce, and continue the fight for economic justice and opportunity for all.


Rafael Ortega, Commissioner, District 5


Tara Jebens-Singh, Commissioner, District 1


Mary Jo McGuire Commissioner, District 2


Rena Moran Commissioner, District 4


Mai Chong Xiong, Commissioner, District 6


Kelly Miller, Commissioner, District 7


Ling Becker, County Manager



Board of Commissioners

Request for Board Action

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

Item Number: 2025-048

Meeting Date: 2/18/2025

Sponsor: Finance

Title

Amendments to Administrative Code Chapter 3 - Contracts and Procurement Solicitations

Recommendation

1. Approve amendments to the Administrative Code to provide for County Manager delegated approval of expenditure grant agreements and single source purchases.
2. Direct the Chief Clerk to amend the Administrative Code to reflect approved amendments.

Background and Rationale

This request for board action (RBA) seeks approval from the Ramsey County Board for two updates to the County Manager delegated administrative code authorities.

Administrative Code 3.40.27(c) allows the County Manager to approve all professional and client service contracts, including supplemental agreements, amendments, and/or change orders, in conformance with state statutes and federal regulations as long as funds are available within the budget. This change to Administrative Code 3.40.27(c) adds expenditure grant agreements to the categories of contracts delegated to the County Manager for approval.

Administrative Code 3.40.33(c) allows the County Manager to approve sole source purchases of supplies, equipment, and services in conformance with state statutes and federal regulations without formal competitive solicitations under the provisions of the Minnesota Uniform Municipal Contracting Law and/or the Administrative Code upon determination that only one qualified vendor is available. This change to Administrative Code 3.40.33(c) replaces the term “sole source purchases” with “single source purchases” to be in conformance with state statutes and federal regulations.

These changes will enable Ramsey County to streamline purchasing and contracting processes and increase Ramsey County’s efforts to grow and sustain small and diverse businesses. The changes support the county’s strategic initiative to create pathways for intergenerational prosperity for racial and economic inclusion by making process improvements in countywide purchasing and contracting that are transformational, user-friendly, relational, equitable, efficient and transparent. Bringing Ramsey County purchasing policies and procedures into conformance with state statutes and federal regulations will result in public procurements that are more consistent and less confusing to community contractors.

County Goals (Check those advanced by Action)

- Well-being
 Prosperity
 Opportunity
 Accountability

Racial Equity Impact

Ramsey County is committed to increasing contract opportunities for the purchases of goods and services from contractors that reflect the diversity of businesses in our community, including nonprofits and community-based organizations. The county continues to create new and expanded opportunities to grow and sustain small and diverse businesses.

Community Participation Level and Impact

Updating these administrative code sections allows for greater support of the purchasing and contracting division and departments that are directly involved in purchasing, contracting, and the contractor selection process. The changes support the county’s efforts to create pathways for intergenerational prosperity for racial and economic inclusion by expanding contract opportunities for diverse businesses to strengthen the economic vitality of the community.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

There is no direct fiscal impact associated with this request.

Last Previous Action

On September 17, 2019, the Ramsey County Board of Commissioners authorized changes to the Administrative Code to provide authority to approve all agreements and contracts with certified small business enterprises and to allow departments to make small order purchases, in conformance with state statutes and federal requirements; and to approve exemptions to Administrative Code delegations of authority pertaining to procurement (Resolution B2019-306).

Attachments

1. Administrative Code Edits Redlined
2. Administrative Code Proposed Final

CHAPTER 3 COUNTY MANAGER

3.00.00 ESTABLISHMENT OF THE OFFICE OF COUNTY MANAGER

There shall be an Office of the County Manager of Ramsey County. The County Manager shall be the chief administrative officer of the County and shall be responsible to the County Board of Commissioners for the proper administration of the affairs of the County, for carrying out the policies of the County Board,¹ and for the ongoing direction and supervision of County departments and divisions. (Charter Sections 3.02, 4.01 A.)

3.10.00 APPOINTMENT OF THE COUNTY MANAGER

The County Manager shall be appointed by the Ramsey County Board of Commissioners. The appointment shall be based on executive and administrative qualifications and experience. The County Board shall fix the Manager's level of compensation and terms of employment. The County Manager need not be a resident of Ramsey County nor of the State of Minnesota at the time of appointment. (Charter Section 3.01 A.)

The County Board, upon the vote of four members for a resolution to remove, may remove the County Manager from office with or without cause. (Charter Section 3.01 B.)

3.20.00 DESIGNATION OF AN ACTING COUNTY MANAGER

The County Manager may, by letter filed with the Chair of the County Board, designate qualified County administrative officers or employees to serve as the acting County Manager during the County Manager's temporary absence or disability.

The County Manager shall create and make available a list of qualified County administrative officers or employees designated to assume responsibility as the acting County Manager in the County Manager's absence.

If the County Manager fails to make such a designation, or if there is a vacancy in the Office of County Manager, the County Board shall designate by resolution a qualified person to perform this function. (Charter, Section 3.01 C.)

3.30.00 POWERS AND DUTIES OF THE COUNTY MANAGER

¹ Underlined text indicates language contained in the Ramsey County Charter.

The County Manager shall have the powers granted by the Ramsey County Charter, this Administrative Code and all applicable State and Federal laws. The County Manager shall:

- a. Appoint, review, transfer, suspend or remove all appointive department heads pursuant to existing County personnel rules and policies and Minnesota State laws. (Charter Section 3.02 A.) The County Manager shall have the full powers of an "appointing authority" within the meaning of Minnesota Statutes Section 383A.281, Subd. 4.

Source: County Board Resolution #88-092.

1. The County Manager shall serve as the appointing authority for unclassified department and division directors including, but not limited to, the following:

- Data Processing
- Policy Analysis and Planning
- Property Management
- Community Human Services
- Parks and Recreation
- Public Health
- Property Records and Revenue
- Public Works
- Veterans Services.

2. The County Manager shall serve as the appointing authority for the following classified department and division directors, with the exception noted:

- Affirmative Action
- Budgeting and Accounting
- Human Resources, subject to the approval of the County Board

3. The following department directors are appointed and may be removed through special procedures described in Chapter 4 of the Administrative Code.

- Community Corrections, County Manager shall participate in the selection process;
- Job Training Program;
- Medical Examiner-Coroner.

4. Pursuant to County Board policy, the County Manager, or a designee, will conduct performance reviews for all of the above department and division directors.

5. All unclassified appointed department heads who are incumbents as of the effective date of the Charter, November 6, 1992, may be removed by the County Manager only with the approval of the County Board. (Charter, Sections 4.01 C. and 12.02 F.)

- b. Unclassified County administrative officers appointed by the County Manager may be suspended or removed by written order of the County Manager. The suspension or removal shall take effect upon the signing of the written order. The County Manager, upon signing such an order, shall immediately serve the affected officer with a signed copy of the order. The action of the County Manager in such cases is final and shall not be subject to appeal. (Charter, Section 4.01 C.)

Classified persons appointed by the County Manager may be suspended or removed following procedures contained in County Personnel Rules and policies.

- c. Appoint, review, transfer, suspend or remove the unclassified staff of the County Manager's Office. The County Manager shall appoint the unclassified positions provided for in Minnesota Statutes 383A.286 Subd 2. (j). Examples of these functions include, but are not limited to:

- Chief Clerk
- Director of Administrative Services

The County Manager may delegate the appointing authority for some unclassified positions.

Appoint, review, transfer, suspend or remove the classified staff of the County Office pursuant to the existing County Personnel Rules and policies.

The total complement of the County Manager's Office shall be set by the approved budget and Minnesota Statutes.

- d. Develop annual and long-range goals and objectives for the County and for approval by the County Board.
- e. Develop a proposed administrative code and enforce and maintain the administrative code after its adoption by the County Board resolution.
- f. Develop necessary administrative policies and procedures to provide for the efficient operation and administration of the affairs of the County.
- g. Attend County Board meetings and participate in the County Board's deliberations, but not vote on matters before the County Board.
- h. Provide clerk services to the County Board, provide notice of and keep a record of all County Board proceedings.
- i. Establish and modify the County Board agenda procedures, as necessary with advance notification to the County Board (Source: County Board Resolution #89-369) and promulgate such procedures as necessary to carry out this responsibility (Source: Annual County Board Rules of Procedure).

- j. Supervise the enforcement of County ordinances and compliance with the terms of all County franchises, leases, contracts, permits and licenses.
- k. Prepare and submit the annual budget proposal and capital improvements plan proposal to the County Board and provide budget direction to all departments, divisions, offices and agencies of Ramsey County.
- l. Examine regularly the accounts, records, and operations of every County department, office and agency, board or commission; make regular reports to the County Board on County affairs; keep the County Board fully advised on the financial condition and future needs of the County and make such recommendations on County affairs as deemed desirable.
- m. Submit to the County Board at the end of each fiscal year a complete report on the finances and administrative activities of the County for the preceding year.
- n. The County Manager or the manager's designee shall be the chief labor negotiator for the county. The County Manager may, as necessary, include department heads of affected departments in the labor negotiation process. The County Manager shall recommend to the County Board for its final approval all collective bargaining agreements. (Minnesota Statutes Section 383A.284, Subd. 2.)
- o. Prepare and distribute to the public, after the end of each fiscal year, an annual report on County affairs during that fiscal year.
- p. The County Manager has the authority to establish policies necessary to implement the critical incident response and recovery plan. (County Board Resolution #95-259) See Chapter 5.
- q. Perform such other duties and exercise such other responsibilities as may be necessary and appropriate to the County Manager's function as the head of County administration.

3.40.00 DELEGATION OF AUTHORITY TO THE COUNTY MANAGER

The County Manager is the chief administrative officer of the County and is responsible to the County Board for the proper administration of the affairs of the County. Therefore, the County Manager shall have the following ongoing authorities delegated by the County Board of Commissioners. The County Manager may delegate the authority granted by the County Board to a designee, if appropriate and so desired.

The County Manager is authorized to:

3.40.03 Acceptance of Gifts (also see Section 5.40.03 – Acceptance of Gifts)

Accept all gifts of cash and personal property (clothing, vehicles, equipment, securities ,etc.) less than \$10,000, with exceptions as listed in 5.40.03 – Acceptance of Gifts.

Source: County Board Resolution #82-937; updated by County Board Resolution 97-374, and amended by Resolution 2003-159.

See Chapter 4, Organization of Departments, Offices and Agencies, Sections 4.21 and 4.54 for delegations of authority on the acceptance of gifts by the Ramsey County Library Board and the Parks and Recreation Department.

3.40.06 Agenda Process and Procedures

See Section 3.30.00(h,i). of this Chapter for delegation of authority related to the agenda process and procedures.

3.40.09 Appointing Authority

See Section 3.30.00(a). of this Chapter for Charter language and County Board resolutions related to the County Manager's appointing authority.

3.40.10 Benefits

- a. Authorize public entities in Ramsey County to enroll employees in the County's Insurance Benefit Program for a minimum of five years. Medical, Dental, Life and Disability plans must keep separate loss ratio's for enrolling public entities. With 60 days notice, Ramsey County can terminate public entities' participation due to an adverse effect on Ramsey County's loss ratio.

Source: County Board Resolution #95-474.

- b. Approve payment of employer and additional employer contribution and accrued interest to PERA for employees who are on or have been on authorized leave of absence without pay for not more than one year when the leave of absence was initiated by the employer for the convenience of employer, or resulting from an injury arising out of employment and for which the employee received worker's compensation payments.

Such payments shall be made after proof is received that employee did pay the employer and additional employer contribution or directly to PERA upon submission of a bill from PERA stating that the employee has paid the employee portion. The employee shall have up to one year to request the county contribution to PERA after returning to work.

Source: County Board Resolution #85-235.

3.40.12 Budget Adjustments

- a. Make the necessary budget adjustments for insurance recoveries where there is existing insurance coverage.

Source: County Board Resolution #77-1247.

- b. Adjust budget complements by increasing or decreasing job titles where funds are available and the Human Resources Department agrees to the new title, but does not include an overall increase in the budget complements, merely the changing of job titles.
Source: County Board Resolution #77-1717.
- c. Appropriate receipts from the sale of surplus County equipment, where if the County Manager declares the property surplus and the Purchasing Department offers it for sale, the County Manager also shall be granted the authority to appropriate these receipts for the department.
Source: County Board Resolution #77-1717.
Section 3.40.12(c) of the Administrative Code, and any other provisions of the Administrative Code, to the extent they may be inconsistent with Section 5.10.83, are repealed.
Source: County Board Resolution 95-537
- d. Adjust the facilities/agencies budgets in the Mental Health Division's grant-in aid plan, in which the total budget is not increased or decreased, but whereby the County Manager would approve the request for line item adjustments by the department for submittal to the State.
Source: County Board Resolution #77-1717.
- e. Increase the County Engineer's appropriations and increase the revenues over the anticipated amount when the County Engineer demonstrates that revenues will be exceeding the estimate due to sales (of materials and supplies) to various County departments and occasionally to other governmental agencies.
Source: County Board Resolution #79-1092.
- f. Increase estimated revenues and appropriations for operational accounts within departments when both revenues and expenditures are anticipated to increase due to the sale of goods and services. This does not apply to an increase in personnel. (Expands authority delegated in County Board Resolution #79-1092.)
Source: County Board Resolution #80-1103.
- g. Develop accounts receivable policy and associated collection processes and procedures to implement uniform and effective collections of delinquent accounts receivable owed to Ramsey County, including the write off of uncollectible accounts. Source: County Board Resolution #B2017-240.
- h. Write-off as uncollectible the costs not covered by reimbursement where federal or state programs limit the amount of reimbursement.
Source: County Board Resolution #82-59.
- i. Change, with the Budget Director, the line item level of control from a strict line item basis to another level which will still allow good financial management.
Source: County Board Resolution #80-1103.

- j. Make future budget adjustments, personnel complement changes, and approve agreements for Special Duty private duty cases in Public Health.
Source: County Board Resolution #87-545.
- k. Approve all ongoing budget adjustments pertaining to the issuance of public assistance grants where the local share is funded by Human Service Aids; approve all budget adjustments necessitated by the implementation of the State's MAXIS System; make appropriate budget adjustments for the cost of ongoing operation of the Electronic Benefit System and for the recovery of those costs from the State.
Source: County Board Resolution #91-620.
- l. Reappropriate as needed unanticipated revenues from engineering receipts to Acquisition of Right-of-Way Account to Salaries Temporary Account and to Engineering and Inspection Expense Account to finance unrecovered expenses in conjunction with right-of-way acquisition projects and road construction projects.
Source: County Board Resolution #83-840.
- m. Make necessary budget adjustments related to Human Services Department: grant renewals, grant awards or supplemental awards (3.40.39(c)); renewals of rate setting agreements (3.40.57(c)); purchase-of-service contract renewals (3.40.27(h.4)); and letters of needs determination (3.40.27(h.5)).
Source: County Board Resolution #94-271
- n. Adjust revenue estimates and transfer positions and adjust complements of the affected departments where necessary to effect employee mobility transfers and with the consent of the affected departments.
- o. Make necessary budget adjustments related to consultant contracts for right of way acquisition services related to road construction projects or other Public Works projects (3.40.27j).
- p. Transfer surplus funds from the current year's Property Management operating budget into Property Management's Building Improvement projects as part of the county's year-end financial close where the Property Management Director demonstrates the need for additional funding to complete building improvement projects. Funds transferred into project accounts under this authority will be periodically reported to the County Board. Source: County Board Resolution B2023-252.

3.40.15 Budget Transfers

- a. Approve transfers from the Salary Increase Reserve Account into the various departments to finance salary increases.
Source: County Board Resolution #77-1717.
- b. Approve transfers setting up the appropriation for road construction in the "State Aid Construction-Undesignated Account."

Source: County Board Resolution #77-1717.

- c. Approve transfers increasing estimated receipts to establish appropriations for road construction contracts.

Source: County Board Resolution #77-1717.

- d. Approve transfers to the Overtime Account where overtime was not budgeted in the original budget approved by the County Board, but which overtime would require prior approval of the County Manager.

Source: County Board Resolution #77-1717.

- e. Approve transfers increasing the appropriations and the estimated receipts for recoveries of current year disbursements made in error.

Source: County Board Resolution #77-1717.

- f. Vacation Donation Policy. Make a budget transfer from the County Contingent Account in the event that funding to hire needed replacements can not be found within the department of the recipient of donated leave time.

Source: County Board Resolution #92-412.

- g. Transfer to a receiving department the incremental salary and fringe benefits funds arising from the inter-departmental transfer of an employee where necessary to effect employee mobility transfers and with the consent of the affected departments.

3.40.18 Capital Improvement Program Procedures

- a. Approve all payments for capital improvement projects as long as the payments are within the contract price and change orders as previously approved by the County Board.

Source: County Board Resolution #80-1103.

- b. Approve all final payments for capital improvement projects when the payments are within the contract price, and change orders were previously approved by the County Board, except for those projects whose funding sources specifically require County Board approval, i.e., Public Works construction project.

Source: County Board Resolution #83-598.

- c. Approve capital improvement project contracts, including supplemental agreements, amendments, and/or change orders, in conformance with state statutes and federal regulations, as long as funds are available within the budget. Resolution 89-224 shall be the control authority for road projects in the capital improvement program.

Source: County Board Resolution 2010-290.

3.40.21 Claims (Res. #94-211)

- a. The Ramsey County Manager shall settle claims in accordance with the following authority levels

<u>Settlement Authority Level</u>	<u>Authority</u>
\$0-\$15,000	Ramsey County Enterprise Risk Manager and the Ramsey County Attorney's Office Civil Division Director (jointly delegated authority)
\$15,000.01-\$30,000	Ramsey County Manager, Ramsey County Chief Financial Officer and Ramsey County Attorney, or their designees (jointly delegated authority)
Greater than \$30,000	Ramsey County Board via closed meeting

b. Exceptions:

1. The County Manager's authority does not apply to tax valuation cases or child support cases, which the County Attorney has authority to resolve pursuant to state or federal laws.
2. This provision does not apply to workers' compensation cases, because payments are made pursuant to state statute or court order.
3. County Board approval shall be obtained, if required by state law, for certain payments to highly-compensated employees.
Source: Minn. Stat. 465.722.

3.40.24 Community Development Block Grant Program

- a. Have authority over day-to-day administration of the CDBG program, including but not limited to approvals and authorizations required for the release of funds already budgeted, environmental reviews of projects, publication of documents related to the various projects, and other routine or non-routine matters of an administrative nature that may arise.

The County Board reserves authority over major policy decisions including selecting of projects, amounts to fund projects and contracts for projects.

Source: County Board Resolution #86-547.

- b. Enter into cooperative agreements between County Departments for CDBG projects.

Source: County Board Resolution #87-409.

3.40.25 – Administration of Tax Forfeited Lands

- a. Initiate actions necessary to obtain marketable title to tax forfeited properties. (Resolution 2011-365)
- b. Approve payments for property insurance and maintenance costs related to tax forfeited properties. (Resolution 2013-251)

3.40.27 Contracts

- a. Approve construction contracts, including supplemental agreements, amendments, and/or change orders, in conformance with state statutes and federal regulations, as long as funds are available within the budget.
Source: County Board Resolution 2010-290.
- b. Approve all contracts for the purchase of supplies, equipment, materials, and labor services, including installation, where the items involved have been included in the budget for the year, and the vendor is the low bidder meeting specifications.
Source: County Board Resolution 2010-290.
- c. Approve all professional services agreements, client services agreements, and expenditure grant agreements, ~~and client service contracts~~, including supplemental agreements, amendments, and/or change orders, in conformance with state statutes and federal regulations as long as funds are available within the budget.
Source: County Board Resolution 2010-290.
- d. Approve contracts that provide revenue to the County, not including property leases, and were included in the budget as anticipated revenue.
Source: County Board Resolution 2010-290.
- e. Sign approved-rate contracts where the County Board has established the rate.
Source: County Board Resolution #89-226.
- f. Approve per diem rates and contracts that deal with per diem for County facilities such as Lake Owasso Residence, Boys Totem Town, Adult Detention Center, Nursing Home.
Source: County Board Resolution #80-1103.
- g. Public Works Construction Contracts. Approve, following approval by fund source and contractor, quantity changes, change orders and supplemental agreements equal to 10 percent (10%) of the contract amount or \$250,000, whichever is less. Source: County Board Resolution #2001-93.

This resolution contains a three part delegation of authority. See Chapter 4, Departmental Organization, Section 4.30, Budgeting and Accounting, and Section 4.63, Public Works, for related delegations made to the Directors of these departments.

Source: County Board Resolution #89-224.

- h. Approve amendments, change orders, and supplemental agreements that do not increase contract costs.
Source: County Board Resolution 2010-290.
- i. Approve contracts in conformance with state statutes and federal regulations for professional engineering services related to General Engineering Services: which include civil, transportation, structural and site engineering and Specialized

Engineering Services: which include environmental/water resource issues and soils/materials testing.

Source: County Board Resolution 97-320 and amended by 2001-93.

j. Human Services Contracts and Rates:

1. Approve individual day care center contracts where the rates have been approved by the Board or at rates below the approved rates, if the lower rates are the usual and customary rate for the provider.

Source: County Board Resolution #87-757.

2. Approve Chemical Dependency Rule 25 assessor contracts for Ramsey County Chemical Health Unit at cost not to exceed Board-approved allocation for chemical dependency assessment.

Source: County Board Resolution #90-600.

3. Approve Purchase of Service Contract Amendments for end-of-contract adjustments subject to a limit in conformance with state statutes and federal regulations , and Contract Amendments are limited to adjustments between Contracts funded within one service category.

Source: County Board Resolution 2010-290.

4. Approve all Human Services purchase of service contract renewals. This authority can be delegated to a designee. The County Board would retain the following: authority for new contracts, requests for proposals, contracts that exceed the level established in the annual budget, and contracts where evaluation results are significantly below expectancy for more than three (3) quarters preceding renewal.

Source: County Board Resolution #94-271

5. Approve letters of needs determination for Human Service contractors/licensees. This authority can be delegated to a designee. The County Board shall retain authority over needs determinations designating approval of location for residential living facilities or where staff recommend denial.

Source: County Board Resolution #94-271

k. Approve contracts, including supplemental agreements, amendments, and/or change orders, in conformance with state statutes and federal regulations for right of way acquisition services related to road construction projects or other Public Works projects. Source: County Board Resolution 2010-290.

l. Approve all agreements and contracts, including supplemental agreements, amendments, and/or change orders with certified small business enterprises in conformance with state statutes and federal requirements, as long as funds are available within the budget.

- m. Approve exemptions to Administrative Code delegations of authority pertaining to procurement, as deemed necessary, to ensure the consistent and ethical implementation of administrative procedures within available budgeted amounts.

See Section 3.40.57 for delegations related to Rate Adjustments and Section 3.40.18 delegations related to the Capital Improvement Program Procedures.

3.40.29 Data Practices Act

County Manager is appointed as Responsible Authority for the purpose of meeting all requirements of the Data Practices Act (Minnesota Statutes Ch. 13) and with rules as lawfully promulgated by the Commissioner of Administration.

Source: County Board Resolution #87-401.

3.40.30 Disbursements

- a. Issue duplicate warrants without regard to a dollar limit.
Source: County Board Resolution #80-1103.
- b. Approve reimbursement of expenses such as parking, mileage and meals to persons providing services of a professional, consultant or employee nature to the County without fees or salary.
Source: County Board Resolution #80-1103.

3.40.33 Procurement Solicitations

- a. Approve procedures and thresholds for competitive solicitations in conformance with state statutes and federal regulations.
Source: County Board Resolution 2010-290.
- b. Approve emergency purchases of supplies, equipment, and services in conformance with state statutes and federal regulations without formal competitive solicitations and report to the County Board pursuant to 4.30.50a.
Source: County Board Resolution 2010-290.

See Chapter 4 of the Administrative Code, Section 4.00.05(c), for delegation of authority to departments to purchase materials and supplies.

- c. Approve single ~~sole~~ source purchases of supplies, equipment, and services in conformance with state statutes and federal regulations without formal competitive solicitations under the provisions of the Minnesota Uniform Municipal Contracting Law and/or the Administrative Code upon determination that only one qualified vendor is available and report to the County Board pursuant to 4.30.50a.
Source: County Board Resolution 2010-290.

3.40.36 Employee Personal Effects

Make the final determination as to the amount of the award for personal effects, prosthetic appliances or other property destroyed or damaged in the course of an employee's employment provided the recovery cannot be made under Worker's Compensation Law.

Individual claims must be submitted to the employee's department head for review and recommendation and must state the appliance or property destroyed or damaged statement of circumstances causing the loss, the monetary amount of the loss, and proof of cost of replacement. Claims in excess of \$750 must be submitted to the County Board for approval.

Source: County Board Resolution #9-1445.

Source: County Board Resolution #96-511.

3.40.39 Grants

a. Establish various grant awards for State fiscal year grants when grant awards are not received on a timely basis from the State when these are continuations grants and to make payments based on the anticipated grant awards for three months as long as the County's share of the grant covers the expenditures.
Source: County Board Resolution #85-434.

b. Accept grants, budget adjustments and contracts involving ongoing grant applications (i.e. SILS, Rule 36, Rule 14) where submittal has been approved by the County Board and funds are budgeted as necessary to provide local match.
Source: County Board Resolution #89-226.

c. Approve applications for grant renewals, accept grant awards and supplemental grant awards for Human Services Department. This authority can be delegated to a designee. The County Board shall retain authority for new grant applications or grant renewals where the local share required exceeds by 10% the amount approved in the annual budget.
Source: County Board Resolution #94-271

d. Approve grant applications, including amendments, renewals and acceptances, on behalf of Ramsey County up to a total of \$100,000. Where there is an increase in the County personnel complement, the position(s) will be starred and noted during the annual budget process, and the position(s) deleted when the grant funding terminates; approve grant matching funds from the budget of the department requesting the grant; approve and execute any budget adjustments or contract(s) necessary to implement the grant; and report these grant submissions, amendments, renewals and acceptances along with the monthly contract report that is currently presented to the Ramsey County Board of Commissioners.
Source: County Board Resolution 2010-290.

3.40.40 HIPAA (Health Insurance Portability and Accountability Act)

a. Authority to approve changes in the designation of departments, units, and/or programs as health care components in order to maintain compliance with the

requirements of HIPAA; adopt changes in health care information policies and procedures as necessary for implementation of HIPAA; and authority to designate the County Privacy Official.

Source: County Board Resolution 2003-121

3.40.42 Leases

- a. Approve small equipment leases, including renewals, in conformance with state statutes and federal regulations that are included in the budget.

Source: County Board Resolution 2010-290.

- b. Approve lease renewals except for those lease renewals that are related to real property.

Source: County Board Resolution #89-226.

See Chapter 4 of the Administrative Code, Section 4.00.05(c), for delegation of authority to department heads related to leases for equipment rentals.

3.40.44 Licenses – Wine and Tobacco for the MN State Fair

County Manager granted authority to sign wine and tobacco licenses for the Minnesota State Fair.

Source: County Board Resolution 2009-265 dated August 11, 2009.

3.40.45 Life Threatening Illness

Increase complements, consistent with the Life Threatening Illness Policies and to transfer funds from the Contingent Account to cover the cost of the increased complement, if the funds needed for this increase are not available in the department's budget.

Source: County Board Resolution #88-405.

3.40.47 Marketable Title to Tax Forfeited Properties

Authority was delegated from the County Board to the County Manager to initiate actions necessary to obtain marketable title to tax forfeited properties.

Source: County Board Resolution #2011-365

3.40.48 Membership and Dues

Grant exceptions to the policy on payment of memberships in professional organizations (County Board Resolution #83-847) when it is determined that it is more economical for the County to do so.

Source: County Board Resolution #85-312 amends #83-847.

3.40.51 Outstanding Checks

Cancel outstanding checks of County departments that have checking accounts in which there are periodic outstanding checks.

Source: County Board Resolution #77-1717.

3.40.54 Human Resources

- a. Approve, upon the recommendation of the head of a department, office or agency and the Director of the Human Resources Department, the change of a budget position title in an established job classification for a department, office or agency, where the budget complement of a department is not increased in total, and as long as the department has sufficient funds.
Source: County Board Resolution #80-1103.
- b. Establish and administer, through the Human Resources Department, procedures for the compensation policy for appointments to unclassified positions.
Source: County Board Resolution #87-356.
- c. Make future budget adjustments, personnel complement changes, and approve agreements for Special Duty private duty cases in Public Health.
Source: County Board Resolution #87-545.
- d. Comparable Worth Implementation Plan. Re-grade vacant non-bargaining unit job classifications which are above the pay equity corridor to pay grades which place the classifications within the corridor.
Source: County Board Resolution #88-476.
- e. Overtime Provisions for Exempt Employees. Grant overtime as provided for in the Personnel Rules, Section 4.4.
Source: County Board Resolution #93-473.
- f. Workers Compensation - Work Hardening Program. Increase both departmental complements to allow an employee to be rehabilitated at a position other than their former position. The departments must have sufficient funds to allow employee rehabilitation programs in and between County departments and the departments must first reach an agreement to rehabilitate said worker. If and when the rehabilitation program ends, the position created for the rehabilitation program will be deleted.
Source: County Board Resolution #84-194.
- g. Supervisor/subordinate salary differential in unclassified positions. Make within-range salary adjustments or take other administrative action as may be necessary so that supervisor/subordinate salary differentials of up to 10% are maintained. Guidelines are to be developed for use in administering this policy. Supersedes portion of Resolution #80-1086 (6).
Source: County Board Resolution #86-697.
- h. Compensatory time. Permit payment in cash or compensatory time for authorized over-time by non-represented non-exempt employees and payment of overtime to non-exempt employees covered under labor agreements, with accumulated compensatory time not to exceed 240 hours per employee per

calendar year (480 for Deputy Sheriffs, Deputy Sheriff Sergeants and Correctional Officers). Authorize Departments to permit accrual of compensatory time.

Source: County Board Resolution #86-65.

- i. Department of Transportation Drug and Alcohol Testing. Establish, maintain, and amend procedures, through the Human Resources Department, to implement the Department of Transportation drug and alcohol testing program.

Source: County Board Resolution #96-206.

3.40.57 Rate Adjustments

- a. Approve per diem rates and contracts that deal with per diem for County facilities such as Lake Owasso Residence, Boys Totem Town, Adult Detention Center, Nursing Home.

Source: County Board Resolution #80-1103, Amended by #83-585.

- b. Annually adjust child and adult foster care basic room and board rates, difficulty of care compensation and initial clothing allowance for children placed in foster care in compliance with State statutes and rules.

Source: County Board Resolution #90-517.

- c. Approve renewals of rate-setting agreements involving Human Services Department. This authority can be delegated to a designee. The County Board shall retain authority over rate setting agreements involving increases that exceed the level established by in the annual budget.

Source: County Board Resolution #94-271

3.40.60 Revenue Contracts

See Section 3.40.27(d). regarding revenue contracts.

3.40.63 Request for Proposals

Make future modifications to the request for proposals policy and procedures as deemed administratively necessary.

Source: County Board Resolution #92-368 and 95-538.

3.40.66 Severe Weather and Emergency Closing

Close County offices, facilities or departments in the event of severe weather or other emergency incidents. The express authorization of the County Manager, or a designee, is required to close County offices, facilities or departments.

Source: County Board Resolution #86-180.

3.40.69 Smoking Policy

Grant further, limited exceptions to other departments or divisions based upon professional judgments that a complete smoking ban for their

patients/detainees/clients or similar, non-employee service-users would have a substantial negative impact upon the purpose and effectiveness of the service rendered.

Grant further, limited exceptions to other departments or divisions for eight-hour-shift employees.

Source: County Board Resolution #89-745.

3.40.70 Surplus Property Disposal

Modify the Surplus Property Disposal Policies and Procedures as deemed administratively necessary in the best interests of the County."

Source: County Board Resolution 95-537

3.40.72 Travel

a. Reimburse employees for actual costs required to attend local functions, called by organizations or agencies not part of Ramsey County Government, where food is served during the meeting as part of the meeting function.

Source: County Board Resolution #80-1103.

b. Pay or reimburse employees for costs incurred (meals, lodging) to be eligible for the super saver plane fare when it is financially advantageous to the County.

Source: County Board Resolution #80-1103.

3.40.75 Vacation Donation

See Budget Transfers 3.40.15(f).

3.40.90 Delegations of Authority to Departments, Offices, Agencies

The County Board of Commissioners has also delegated authority directly to various County departments, offices and agencies. These delegations are contained in Chapter 4, Organization of Departments, Offices and Agencies, of the Administrative Code.

3.40.95 Specific and Time Limited Delegations

Delegations that are specific and/or time limited, such as those delegations related to the execution of specific contracts or related to projects with set deadlines, shall remain in effect until executed or until expiration. Such delegations of authority shall not be incorporated into Section 3.40.

3.50.00 PROCESS FOR FUTURE DELEGATIONS OF AUTHORITY

With adoption of the Administrative Code, the County Manager's Chapter will become the source for information on ongoing delegations of authority granted to the County Manager by the County Board of Commissioners.

All future County Board resolutions granting ongoing delegation of authority to the County Manager shall also amend Section 3.40 of this Chapter of the Administrative Code.

All items previously delegated to the County Executive Director shall be delegated to the County Manager.

Any existing ongoing delegations of authority, approved by the County Board prior to adoption of the Administrative Code but not incorporated in this Chapter, will continue in effect until identified and added to this Chapter.

3.60.00 REPORTING REQUIREMENTS

The County Manager shall prepare the following for the County Board of Commissioners:

- a. Annual financial report. See 3.30.00(m).
- b. Monthly budget condition report to the Finance, Personnel and Management Committee of the County Board, for information, including budget adjustments for the cost of ongoing operations of the Electronic Benefit System. See 3.40.12(k).
- c. Budget adjustments and personnel complement changes for Special Duty private duty cases as a separate section of budget. See 3.40.12.
- d. Annual report on gifts of \$500 or less. See 3.40.03.
- e. Monthly report on contracts and final payments approved by the County Manager, (including supplemental agreements and/or change orders equal to 10 percent of the contract amount or \$25,000 whichever is less) for approval by the County Board. This report shall include the contractor's name, the amount of the contract and what it is for, and any increases in contract price. See 3.40.18(b) and (c), 3.40.27(d), 5.01.18.
- f. Annual report on per diems for County facilities that were approved by the County Manager. See 3.40.57(a).
- g. Quarterly reports on contracts executed by the County Manager that exceed \$20,000 when these contracts provide revenue to the county and were included in the budget as anticipated revenue. See 3.40.27(d).
- h. Summary of all adjustments made to Purchase of Service contracts pursuant to 3.40.27(h.3) for presentation to the Community Human Services Committee for ratification.

- i. Annual report of all unclassified appointments made, including an indication of when the salary upon appointment is above the minimum for the pay range for the position. See 3.40.54(b).
- j. Other reports prepared by various Ramsey County departments and divisions that are submitted to the County Manager.
- k. Other reports as requested by the County Board.
- l. Recommendations to the appropriate committee for programmatic activities that could be combined to allow Commissioners to focus on policy issues. (Res. #94-271)

CHAPTER 3 COUNTY MANAGER

3.00.00 ESTABLISHMENT OF THE OFFICE OF COUNTY MANAGER

There shall be an Office of the County Manager of Ramsey County. The County Manager shall be the chief administrative officer of the County and shall be responsible to the County Board of Commissioners for the proper administration of the affairs of the County, for carrying out the policies of the County Board,¹ and for the ongoing direction and supervision of County departments and divisions. (Charter Sections 3.02, 4.01 A.)

3.10.00 APPOINTMENT OF THE COUNTY MANAGER

The County Manager shall be appointed by the Ramsey County Board of Commissioners. The appointment shall be based on executive and administrative qualifications and experience. The County Board shall fix the Manager's level of compensation and terms of employment. The County Manager need not be a resident of Ramsey County nor of the State of Minnesota at the time of appointment. (Charter Section 3.01 A.)

The County Board, upon the vote of four members for a resolution to remove, may remove the County Manager from office with or without cause. (Charter Section 3.01 B.)

3.20.00 DESIGNATION OF AN ACTING COUNTY MANAGER

The County Manager may, by letter filed with the Chair of the County Board, designate qualified County administrative officers or employees to serve as the acting County Manager during the County Manager's temporary absence or disability.

The County Manager shall create and make available a list of qualified County administrative officers or employees designated to assume responsibility as the acting County Manager in the County Manager's absence.

If the County Manager fails to make such a designation, or if there is a vacancy in the Office of County Manager, the County Board shall designate by resolution a qualified person to perform this function. (Charter, Section 3.01 C.)

3.30.00 POWERS AND DUTIES OF THE COUNTY MANAGER

¹ Underlined text indicates language contained in the Ramsey County Charter.

The County Manager shall have the powers granted by the Ramsey County Charter, this Administrative Code and all applicable State and Federal laws. The County Manager shall:

- a. Appoint, review, transfer, suspend or remove all appointive department heads pursuant to existing County personnel rules and policies and Minnesota State laws. (Charter Section 3.02 A.) The County Manager shall have the full powers of an "appointing authority" within the meaning of Minnesota Statutes Section 383A.281, Subd. 4.

Source: County Board Resolution #88-092.

1. The County Manager shall serve as the appointing authority for unclassified department and division directors including, but not limited to, the following:

- Data Processing
- Policy Analysis and Planning
- Property Management
- Community Human Services
- Parks and Recreation
- Public Health
- Property Records and Revenue
- Public Works
- Veterans Services.

2. The County Manager shall serve as the appointing authority for the following classified department and division directors, with the exception noted:

- Affirmative Action
- Budgeting and Accounting
- Human Resources, subject to the approval of the County Board

3. The following department directors are appointed and may be removed through special procedures described in Chapter 4 of the Administrative Code.

- Community Corrections, County Manager shall participate in the selection process;
- Job Training Program;
- Medical Examiner-Coroner.

4. Pursuant to County Board policy, the County Manager, or a designee, will conduct performance reviews for all of the above department and division directors.

5. All unclassified appointed department heads who are incumbents as of the effective date of the Charter, November 6, 1992, may be removed by the County Manager only with the approval of the County Board. (Charter, Sections 4.01 C. and 12.02 F.)

- b. Unclassified County administrative officers appointed by the County Manager may be suspended or removed by written order of the County Manager. The suspension or removal shall take effect upon the signing of the written order. The County Manager, upon signing such an order, shall immediately serve the affected officer with a signed copy of the order. The action of the County Manager in such cases is final and shall not be subject to appeal. (Charter, Section 4.01 C.)

Classified persons appointed by the County Manager may be suspended or removed following procedures contained in County Personnel Rules and policies.

- c. Appoint, review, transfer, suspend or remove the unclassified staff of the County Manager's Office. The County Manager shall appoint the unclassified positions provided for in Minnesota Statutes 383A.286 Subd 2. (j). Examples of these functions include, but are not limited to:

- Chief Clerk
- Director of Administrative Services

The County Manager may delegate the appointing authority for some unclassified positions.

Appoint, review, transfer, suspend or remove the classified staff of the County Office pursuant to the existing County Personnel Rules and policies.

The total complement of the County Manager's Office shall be set by the approved budget and Minnesota Statutes.

- d. Develop annual and long-range goals and objectives for the County and for approval by the County Board.
- e. Develop a proposed administrative code and enforce and maintain the administrative code after its adoption by the County Board resolution.
- f. Develop necessary administrative policies and procedures to provide for the efficient operation and administration of the affairs of the County.
- g. Attend County Board meetings and participate in the County Board's deliberations, but not vote on matters before the County Board.
- h. Provide clerk services to the County Board, provide notice of and keep a record of all County Board proceedings.
- i. Establish and modify the County Board agenda procedures, as necessary with advance notification to the County Board (Source: County Board Resolution #89-369) and promulgate such procedures as necessary to carry out this responsibility (Source: Annual County Board Rules of Procedure).

- j. Supervise the enforcement of County ordinances and compliance with the terms of all County franchises, leases, contracts, permits and licenses.
- k. Prepare and submit the annual budget proposal and capital improvements plan proposal to the County Board and provide budget direction to all departments, divisions, offices and agencies of Ramsey County.
- l. Examine regularly the accounts, records, and operations of every County department, office and agency, board or commission; make regular reports to the County Board on County affairs; keep the County Board fully advised on the financial condition and future needs of the County and make such recommendations on County affairs as deemed desirable.
- m. Submit to the County Board at the end of each fiscal year a complete report on the finances and administrative activities of the County for the preceding year.
- n. The County Manager or the manager's designee shall be the chief labor negotiator for the county. The County Manager may, as necessary, include department heads of affected departments in the labor negotiation process. The County Manager shall recommend to the County Board for its final approval all collective bargaining agreements. (Minnesota Statutes Section 383A.284, Subd. 2.)
- o. Prepare and distribute to the public, after the end of each fiscal year, an annual report on County affairs during that fiscal year.
- p. The County Manager has the authority to establish policies necessary to implement the critical incident response and recovery plan. (County Board Resolution #95-259) See Chapter 5.
- q. Perform such other duties and exercise such other responsibilities as may be necessary and appropriate to the County Manager's function as the head of County administration.

3.40.00 DELEGATION OF AUTHORITY TO THE COUNTY MANAGER

The County Manager is the chief administrative officer of the County and is responsible to the County Board for the proper administration of the affairs of the County. Therefore, the County Manager shall have the following ongoing authorities delegated by the County Board of Commissioners. The County Manager may delegate the authority granted by the County Board to a designee, if appropriate and so desired.

The County Manager is authorized to:

3.40.03 Acceptance of Gifts (also see Section 5.40.03 – Acceptance of Gifts)

Accept all gifts of cash and personal property (clothing, vehicles, equipment, securities ,etc.) less than \$10,000, with exceptions as listed in 5.40.03 – Acceptance of Gifts.

Source: County Board Resolution #82-937; updated by County Board Resolution 97-374, and amended by Resolution 2003-159.

See Chapter 4, Organization of Departments, Offices and Agencies, Sections 4.21 and 4.54 for delegations of authority on the acceptance of gifts by the Ramsey County Library Board and the Parks and Recreation Department.

3.40.06 Agenda Process and Procedures

See Section 3.30.00(h,i). of this Chapter for delegation of authority related to the agenda process and procedures.

3.40.09 Appointing Authority

See Section 3.30.00(a). of this Chapter for Charter language and County Board resolutions related to the County Manager's appointing authority.

3.40.10 Benefits

- a. Authorize public entities in Ramsey County to enroll employees in the County's Insurance Benefit Program for a minimum of five years. Medical, Dental, Life and Disability plans must keep separate loss ratio's for enrolling public entities. With 60 days notice, Ramsey County can terminate public entities' participation due to an adverse effect on Ramsey County's loss ratio.

Source: County Board Resolution #95-474.

- b. Approve payment of employer and additional employer contribution and accrued interest to PERA for employees who are on or have been on authorized leave of absence without pay for not more than one year when the leave of absence was initiated by the employer for the convenience of employer, or resulting from an injury arising out of employment and for which the employee received worker's compensation payments.

Such payments shall be made after proof is received that employee did pay the employer and additional employer contribution or directly to PERA upon submission of a bill from PERA stating that the employee has paid the employee portion. The employee shall have up to one year to request the county contribution to PERA after returning to work.

Source: County Board Resolution #85-235.

3.40.12 Budget Adjustments

- a. Make the necessary budget adjustments for insurance recoveries where there is existing insurance coverage.

Source: County Board Resolution #77-1247.

- b. Adjust budget complements by increasing or decreasing job titles where funds are available and the Human Resources Department agrees to the new title, but does not include an overall increase in the budget complements, merely the changing of job titles.
Source: County Board Resolution #77-1717.
- c. Appropriate receipts from the sale of surplus County equipment, where if the County Manager declares the property surplus and the Purchasing Department offers it for sale, the County Manager also shall be granted the authority to appropriate these receipts for the department.
Source: County Board Resolution #77-1717.
Section 3.40.12(c) of the Administrative Code, and any other provisions of the Administrative Code, to the extent they may be inconsistent with Section 5.10.83, are repealed.
Source: County Board Resolution 95-537
- d. Adjust the facilities/agencies budgets in the Mental Health Division's grant-in aid plan, in which the total budget is not increased or decreased, but whereby the County Manager would approve the request for line item adjustments by the department for submittal to the State.
Source: County Board Resolution #77-1717.
- e. Increase the County Engineer's appropriations and increase the revenues over the anticipated amount when the County Engineer demonstrates that revenues will be exceeding the estimate due to sales (of materials and supplies) to various County departments and occasionally to other governmental agencies.
Source: County Board Resolution #79-1092.
- f. Increase estimated revenues and appropriations for operational accounts within departments when both revenues and expenditures are anticipated to increase due to the sale of goods and services. This does not apply to an increase in personnel. (Expands authority delegated in County Board Resolution #79-1092.)
Source: County Board Resolution #80-1103.
- g. Develop accounts receivable policy and associated collection processes and procedures to implement uniform and effective collections of delinquent accounts receivable owed to Ramsey County, including the write off of uncollectible accounts. Source: County Board Resolution #B2017-240.
- h. Write-off as uncollectible the costs not covered by reimbursement where federal or state programs limit the amount of reimbursement.
Source: County Board Resolution #82-59.
- i. Change, with the Budget Director, the line item level of control from a strict line item basis to another level which will still allow good financial management.
Source: County Board Resolution #80-1103.

- j. Make future budget adjustments, personnel complement changes, and approve agreements for Special Duty private duty cases in Public Health.
Source: County Board Resolution #87-545.
- k. Approve all ongoing budget adjustments pertaining to the issuance of public assistance grants where the local share is funded by Human Service Aids; approve all budget adjustments necessitated by the implementation of the State's MAXIS System; make appropriate budget adjustments for the cost of ongoing operation of the Electronic Benefit System and for the recovery of those costs from the State.
Source: County Board Resolution #91-620.
- l. Reappropriate as needed unanticipated revenues from engineering receipts to Acquisition of Right-of-Way Account to Salaries Temporary Account and to Engineering and Inspection Expense Account to finance unrecovered expenses in conjunction with right-of-way acquisition projects and road construction projects.
Source: County Board Resolution #83-840.
- m. Make necessary budget adjustments related to Human Services Department: grant renewals, grant awards or supplemental awards (3.40.39(c)); renewals of rate setting agreements (3.40.57(c)); purchase-of-service contract renewals (3.40.27(h.4)); and letters of needs determination (3.40.27(h.5)).
Source: County Board Resolution #94-271
- n. Adjust revenue estimates and transfer positions and adjust complements of the affected departments where necessary to effect employee mobility transfers and with the consent of the affected departments.
- o. Make necessary budget adjustments related to consultant contracts for right of way acquisition services related to road construction projects or other Public Works projects (3.40.27j).
- p. Transfer surplus funds from the current year's Property Management operating budget into Property Management's Building Improvement projects as part of the county's year-end financial close where the Property Management Director demonstrates the need for additional funding to complete building improvement projects. Funds transferred into project accounts under this authority will be periodically reported to the County Board. Source: County Board Resolution B2023-252.

3.40.15 Budget Transfers

- a. Approve transfers from the Salary Increase Reserve Account into the various departments to finance salary increases.
Source: County Board Resolution #77-1717.
- b. Approve transfers setting up the appropriation for road construction in the "State Aid Construction-Undesignated Account."

Source: County Board Resolution #77-1717.

- c. Approve transfers increasing estimated receipts to establish appropriations for road construction contracts.

Source: County Board Resolution #77-1717.

- d. Approve transfers to the Overtime Account where overtime was not budgeted in the original budget approved by the County Board, but which overtime would require prior approval of the County Manager.

Source: County Board Resolution #77-1717.

- e. Approve transfers increasing the appropriations and the estimated receipts for recoveries of current year disbursements made in error.

Source: County Board Resolution #77-1717.

- f. Vacation Donation Policy. Make a budget transfer from the County Contingent Account in the event that funding to hire needed replacements can not be found within the department of the recipient of donated leave time.

Source: County Board Resolution #92-412.

- g. Transfer to a receiving department the incremental salary and fringe benefits funds arising from the inter-departmental transfer of an employee where necessary to effect employee mobility transfers and with the consent of the affected departments.

3.40.18 Capital Improvement Program Procedures

- a. Approve all payments for capital improvement projects as long as the payments are within the contract price and change orders as previously approved by the County Board.

Source: County Board Resolution #80-1103.

- b. Approve all final payments for capital improvement projects when the payments are within the contract price, and change orders were previously approved by the County Board, except for those projects whose funding sources specifically require County Board approval, i.e., Public Works construction project.

Source: County Board Resolution #83-598.

- c. Approve capital improvement project contracts, including supplemental agreements, amendments, and/or change orders, in conformance with state statutes and federal regulations, as long as funds are available within the budget. Resolution 89-224 shall be the control authority for road projects in the capital improvement program.

Source: County Board Resolution 2010-290.

3.40.21 Claims (Res. #94-211)

- a. The Ramsey County Manager shall settle claims in accordance with the following authority levels

<u>Settlement Authority Level</u>	<u>Authority</u>
\$0-\$15,000	Ramsey County Enterprise Risk Manager and the Ramsey County Attorney's Office Civil Division Director (jointly delegated authority)
\$15,000.01-\$30,000	Ramsey County Manager, Ramsey County Chief Financial Officer and Ramsey County Attorney, or their designees (jointly delegated authority)
Greater than \$30,000	Ramsey County Board via closed meeting

b. Exceptions:

1. The County Manager's authority does not apply to tax valuation cases or child support cases, which the County Attorney has authority to resolve pursuant to state or federal laws.
2. This provision does not apply to workers' compensation cases, because payments are made pursuant to state statute or court order.
3. County Board approval shall be obtained, if required by state law, for certain payments to highly-compensated employees.
Source: Minn. Stat. 465.722.

3.40.24 Community Development Block Grant Program

- a. Have authority over day-to-day administration of the CDBG program, including but not limited to approvals and authorizations required for the release of funds already budgeted, environmental reviews of projects, publication of documents related to the various projects, and other routine or non-routine matters of an administrative nature that may arise.

The County Board reserves authority over major policy decisions including selecting of projects, amounts to fund projects and contracts for projects.

Source: County Board Resolution #86-547.

- b. Enter into cooperative agreements between County Departments for CDBG projects.

Source: County Board Resolution #87-409.

3.40.25 – Administration of Tax Forfeited Lands

- a. Initiate actions necessary to obtain marketable title to tax forfeited properties. (Resolution 2011-365)
- b. Approve payments for property insurance and maintenance costs related to tax forfeited properties. (Resolution 2013-251)

3.40.27 Contracts

- a. Approve construction contracts, including supplemental agreements, amendments, and/or change orders, in conformance with state statutes and federal regulations, as long as funds are available within the budget.
Source: County Board Resolution 2010-290.
- b. Approve all contracts for the purchase of supplies, equipment, materials, and labor services, including installation, where the items involved have been included in the budget for the year, and the vendor is the low bidder meeting specifications.
Source: County Board Resolution 2010-290.
- c. Approve all professional services agreements, client services agreements, and expenditure grant agreements, including supplemental agreements, amendments, and/or change orders, in conformance with state statutes and federal regulations as long as funds are available within the budget.
Source: County Board Resolution 2010-290.
- d. Approve contracts that provide revenue to the County, not including property leases, and were included in the budget as anticipated revenue.
Source: County Board Resolution 2010-290.
- e. Sign approved-rate contracts where the County Board has established the rate.
Source: County Board Resolution #89-226.
- f. Approve per diem rates and contracts that deal with per diem for County facilities such as Lake Owasso Residence, Boys Totem Town, Adult Detention Center, Nursing Home.
Source: County Board Resolution #80-1103.
- g. Public Works Construction Contracts. Approve, following approval by fund source and contractor, quantity changes, change orders and supplemental agreements equal to 10 percent (10%) of the contract amount or \$250,000, whichever is less. Source: County Board Resolution #2001-93.

This resolution contains a three part delegation of authority. See Chapter 4, Departmental Organization, Section 4.30, Budgeting and Accounting, and Section 4.63, Public Works, for related delegations made to the Directors of these departments.

Source: County Board Resolution #89-224.

- h. Approve amendments, change orders, and supplemental agreements that do not increase contract costs.
Source: County Board Resolution 2010-290.
- i. Approve contracts in conformance with state statutes and federal regulations for professional engineering services related to General Engineering Services: which include civil, transportation, structural and site engineering and Specialized Engineering Services: which include environmental/water resource issues and soils/materials testing.

Source: County Board Resolution 97-320 and amended by 2001-93.

j. Human Services Contracts and Rates:

1. Approve individual day care center contracts where the rates have been approved by the Board or at rates below the approved rates, if the lower rates are the usual and customary rate for the provider.
Source: County Board Resolution #87-757.
2. Approve Chemical Dependency Rule 25 assessor contracts for Ramsey County Chemical Health Unit at cost not to exceed Board-approved allocation for chemical dependency assessment.
Source: County Board Resolution #90-600.
3. Approve Purchase of Service Contract Amendments for end-of-contract adjustments subject to a limit in conformance with state statutes and federal regulations , and Contract Amendments are limited to adjustments between Contracts funded within one service category.
Source: County Board Resolution 2010-290.
4. Approve all Human Services purchase of service contract renewals. This authority can be delegated to a designee. The County Board would retain the following: authority for new contracts, requests for proposals, contracts that exceed the level established in the annual budget, and contracts where evaluation results are significantly below expectancy for more than three (3) quarters preceding renewal.
Source: County Board Resolution #94-271
5. Approve letters of needs determination for Human Service contractors/licenseses. This authority can be delegated to a designee. The County Board shall retain authority over needs determinations designating approval of location for residential living facilities or where staff recommend denial.
Source: County Board Resolution #94-271

k. Approve contracts, including supplemental agreements, amendments, and/or change orders, in conformance with state statutes and federal regulations for right of way acquisition services related to road construction projects or other Public Works projects. Source: County Board Resolution 2010-290.

l. Approve all agreements and contracts, including supplemental agreements, amendments, and/or change orders with certified small business enterprises in conformance with state statutes and federal requirements, as long as funds are available within the budget.

m. Approve exemptions to Administrative Code delegations of authority pertaining to procurement, as deemed necessary, to ensure the consistent and ethical implementation of administrative procedures within available budgeted amounts.

See Section 3.40.57 for delegations related to Rate Adjustments and Section 3.40.18 delegations related to the Capital Improvement Program Procedures.

3.40.29 Data Practices Act

County Manager is appointed as Responsible Authority for the purpose of meeting all requirements of the Data Practices Act (Minnesota Statutes Ch. 13) and with rules as lawfully promulgated by the Commissioner of Administration.

Source: County Board Resolution #87-401.

3.40.30 Disbursements

- a. Issue duplicate warrants without regard to a dollar limit.

Source: County Board Resolution #80-1103.

- b. Approve reimbursement of expenses such as parking, mileage and meals to persons providing services of a professional, consultant or employee nature to the County without fees or salary.

Source: County Board Resolution #80-1103.

3.40.33 Procurement Solicitations

- a. Approve procedures and thresholds for competitive solicitations in conformance with state statutes and federal regulations.

Source: County Board Resolution 2010-290.

- b. Approve emergency purchases of supplies, equipment, and services in conformance with state statutes and federal regulations without formal competitive solicitations and report to the County Board pursuant to 4.30.50a.

Source: County Board Resolution 2010-290.

See Chapter 4 of the Administrative Code, Section 4.00.05(c), for delegation of authority to departments to purchase materials and supplies.

- c. Approve single source purchases of supplies, equipment, and services in conformance with state statutes and federal regulations without formal competitive solicitations under the provisions of the Minnesota Uniform Municipal Contracting Law and/or the Administrative Code upon determination that only one qualified vendor is available and report to the County Board pursuant to 4.30.50a.

Source: County Board Resolution 2010-290.

3.40.36 Employee Personal Effects

Make the final determination as to the amount of the award for personal effects, prosthetic appliances or other property destroyed or damaged in the course of an employee's employment provided the recovery cannot be made under Worker's Compensation Law.

Individual claims must be submitted to the employee's department head for review and recommendation and must state the appliance or property destroyed or damaged statement of circumstances causing the loss, the monetary amount of the loss, and proof of cost of replacement. Claims in excess of \$750 must be submitted to the County Board for approval.

Source: County Board Resolution #9-1445.

Source: County Board Resolution #96-511.

3.40.39 Grants

- a. Establish various grant awards for State fiscal year grants when grant awards are not received on a timely basis from the State when these are continuations grants and to make payments based on the anticipated grant awards for three months as long as the County's share of the grant covers the expenditures.

Source: County Board Resolution #85-434.

- b. Accept grants, budget adjustments and contracts involving ongoing grant applications (i.e. SILS, Rule 36, Rule 14) where submittal has been approved by the County Board and funds are budgeted as necessary to provide local match.

Source: County Board Resolution #89-226.

- c. Approve applications for grant renewals, accept grant awards and supplemental grant awards for Human Services Department. This authority can be delegated to a designee. The County Board shall retain authority for new grant applications or grant renewals where the local share required exceeds by 10% the amount approved in the annual budget.

Source: County Board Resolution #94-271

- d. Approve grant applications, including amendments, renewals and acceptances, on behalf of Ramsey County up to a total of \$100,000. Where there is an increase in the County personnel complement, the position(s) will be starred and noted during the annual budget process, and the position(s) deleted when the grant funding terminates; approve grant matching funds from the budget of the department requesting the grant; approve and execute any budget adjustments or contract(s) necessary to implement the grant; and report these grant submissions, amendments, renewals and acceptances along with the monthly contract report that is currently presented to the Ramsey County Board of Commissioners.

Source: County Board Resolution 2010-290.

3.40.40 HIPAA (Health Insurance Portability and Accountability Act)

- a. Authority to approve changes in the designation of departments, units, and/or programs as health care components in order to maintain compliance with the requirements of HIPAA; adopt changes in health care information policies and procedures as necessary for implementation of HIPAA; and authority to designate the County Privacy Official.

Source: County Board Resolution 2003-121

3.40.42 Leases

- a. Approve small equipment leases, including renewals, in conformance with state statutes and federal regulations that are included in the budget.
Source: County Board Resolution 2010-290.
- b. Approve lease renewals except for those lease renewals that are related to real property.
Source: County Board Resolution #89-226.

See Chapter 4 of the Administrative Code, Section 4.00.05(c), for delegation of authority to department heads related to leases for equipment rentals.

3.40.44 Licenses – Wine and Tobacco for the MN State Fair

County Manager granted authority to sign wine and tobacco licenses for the Minnesota State Fair.
Source: County Board Resolution 2009-265 dated August 11, 2009.

3.40.45 Life Threatening Illness

Increase complements, consistent with the Life Threatening Illness Policies and to transfer funds from the Contingent Account to cover the cost of the increased complement, if the funds needed for this increase are not available in the department's budget.
Source: County Board Resolution #88-405.

3.40.47 Marketable Title to Tax Forfeited Properties

Authority was delegated from the County Board to the County Manager to initiate actions necessary to obtain marketable title to tax forfeited properties.
Source: County Board Resolution #2011-365

3.40.48 Membership and Dues

Grant exceptions to the policy on payment of memberships in professional organizations (County Board Resolution #83-847) when it is determined that it is more economical for the County to do so.
Source: County Board Resolution #85-312 amends #83-847.

3.40.51 Outstanding Checks

Cancel outstanding checks of County departments that have checking accounts in which there are periodic outstanding checks.
Source: County Board Resolution #77-1717.

3.40.54 Human Resources

- a. Approve, upon the recommendation of the head of a department, office or agency and the Director of the Human Resources Department, the change of a budget position title in an established job classification for a department, office or agency, where the budget complement of a department is not increased in total, and as long as the department has sufficient funds.
Source: County Board Resolution #80-1103.
- b. Establish and administer, through the Human Resources Department, procedures for the compensation policy for appointments to unclassified positions.
Source: County Board Resolution #87-356.
- c. Make future budget adjustments, personnel complement changes, and approve agreements for Special Duty private duty cases in Public Health.
Source: County Board Resolution #87-545.
- d. Comparable Worth Implementation Plan. Re-grade vacant non-bargaining unit job classifications which are above the pay equity corridor to pay grades which place the classifications within the corridor.
Source: County Board Resolution #88-476.
- e. Overtime Provisions for Exempt Employees. Grant overtime as provided for in the Personnel Rules, Section 4.4.
Source: County Board Resolution #93-473.
- f. Workers Compensation - Work Hardening Program. Increase both departmental complements to allow an employee to be rehabilitated at a position other than their former position. The departments must have sufficient funds to allow employee rehabilitation programs in and between County departments and the departments must first reach an agreement to rehabilitate said worker. If and when the rehabilitation program ends, the position created for the rehabilitation program will be deleted.
Source: County Board Resolution #84-194.
- g. Supervisor/subordinate salary differential in unclassified positions. Make within-range salary adjustments or take other administrative action as may be necessary so that supervisor/subordinate salary differentials of up to 10% are maintained. Guidelines are to be developed for use in administering this policy. Supersedes portion of Resolution #80-1086 (6).
Source: County Board Resolution #86-697.
- h. Compensatory time. Permit payment in cash or compensatory time for authorized over-time by non-represented non-exempt employees and payment of overtime to non-exempt employees covered under labor agreements, with accumulated compensatory time not to exceed 240 hours per employee per calendar year (480 for Deputy Sheriffs, Deputy Sheriff Sergeants and Correctional Officers). Authorize Departments to permit accrual of compensatory time.
Source: County Board Resolution #86-65.

- i. Department of Transportation Drug and Alcohol Testing. Establish, maintain, and amend procedures, through the Human Resources Department, to implement the Department of Transportation drug and alcohol testing program. Source: County Board Resolution #96-206.

3.40.57 Rate Adjustments

- a. Approve per diem rates and contracts that deal with per diem for County facilities such as Lake Owasso Residence, Boys Totem Town, Adult Detention Center, Nursing Home. Source: County Board Resolution #80-1103, Amended by #83-585.
- b. Annually adjust child and adult foster care basic room and board rates, difficulty of care compensation and initial clothing allowance for children placed in foster care in compliance with State statutes and rules. Source: County Board Resolution #90-517.
- c. Approve renewals of rate-setting agreements involving Human Services Department. This authority can be delegated to a designee. The County Board shall retain authority over rate setting agreements involving increases that exceed the level established by in the annual budget. Source: County Board Resolution #94-271

3.40.60 Revenue Contracts

See Section 3.40.27(d). regarding revenue contracts.

3.40.63 Request for Proposals

Make future modifications to the request for proposals policy and procedures as deemed administratively necessary. Source: County Board Resolution #92-368 and 95-538.

3.40.66 Severe Weather and Emergency Closing

Close County offices, facilities or departments in the event of severe weather or other emergency incidents. The express authorization of the County Manager, or a designee, is required to close County offices, facilities or departments. Source: County Board Resolution #86-180.

3.40.69 Smoking Policy

Grant further, limited exceptions to other departments or divisions based upon professional judgments that a complete smoking ban for their patients/detainees/clients or similar, non-employee service-users would have a substantial negative impact upon the purpose and effectiveness of the service rendered.

Grant further, limited exceptions to other departments or divisions for eight-hour-shift employees.

Source: County Board Resolution #89-745.

3.40.70 Surplus Property Disposal

Modify the Surplus Property Disposal Policies and Procedures as deemed administratively necessary in the best interests of the County."

Source: County Board Resolution 95-537

3.40.72 Travel

a. Reimburse employees for actual costs required to attend local functions, called by organizations or agencies not part of Ramsey County Government, where food is served during the meeting as part of the meeting function.

Source: County Board Resolution #80-1103.

b. Pay or reimburse employees for costs incurred (meals, lodging) to be eligible for the super saver plane fare when it is financially advantageous to the County.

Source: County Board Resolution #80-1103.

3.40.75 Vacation Donation

See Budget Transfers 3.40.15(f).

3.40.90 Delegations of Authority to Departments, Offices, Agencies

The County Board of Commissioners has also delegated authority directly to various County departments, offices and agencies. These delegations are contained in Chapter 4, Organization of Departments, Offices and Agencies, of the Administrative Code.

3.40.95 Specific and Time Limited Delegations

Delegations that are specific and/or time limited, such as those delegations related to the execution of specific contracts or related to projects with set deadlines, shall remain in effect until executed or until expiration. Such delegations of authority shall not be incorporated into Section 3.40.

3.50.00 PROCESS FOR FUTURE DELEGATIONS OF AUTHORITY

With adoption of the Administrative Code, the County Manager's Chapter will become the source for information on ongoing delegations of authority granted to the County Manager by the County Board of Commissioners.

All future County Board resolutions granting ongoing delegation of authority to the County Manager shall also amend Section 3.40 of this Chapter of the Administrative Code.

All items previously delegated to the County Executive Director shall be delegated to the County Manager.

Any existing ongoing delegations of authority, approved by the County Board prior to adoption of the Administrative Code but not incorporated in this Chapter, will continue in effect until identified and added to this Chapter.

3.60.00 REPORTING REQUIREMENTS

The County Manager shall prepare the following for the County Board of Commissioners:

- a. Annual financial report. See 3.30.00(m).
- b. Monthly budget condition report to the Finance, Personnel and Management Committee of the County Board, for information, including budget adjustments for the cost of ongoing operations of the Electronic Benefit System. See 3.40.12(k).
- c. Budget adjustments and personnel complement changes for Special Duty private duty cases as a separate section of budget. See 3.40.12.
- d. Annual report on gifts of \$500 or less. See 3.40.03.
- e. Monthly report on contracts and final payments approved by the County Manager, (including supplemental agreements and/or change orders equal to 10 percent of the contract amount or \$25,000 whichever is less) for approval by the County Board. This report shall include the contractor's name, the amount of the contract and what it is for, and any increases in contract price. See 3.40.18(b) and (c), 3.40.27(d), 5.01.18.
- f. Annual report on per diems for County facilities that were approved by the County Manager. See 3.40.57(a).
- g. Quarterly reports on contracts executed by the County Manager that exceed \$20,000 when these contracts provide revenue to the county and were included in the budget as anticipated revenue. See 3.40.27(d).
- h. Summary of all adjustments made to Purchase of Service contracts pursuant to 3.40.27(h.3) for presentation to the Community Human Services Committee for ratification.
- i. Annual report of all unclassified appointments made, including an indication of when the salary upon appointment is above the minimum for the pay range for the position. See 3.40.54(b).
- j. Other reports prepared by various Ramsey County departments and divisions that are submitted to the County Manager.

- k. Other reports as requested by the County Board.
- l. Recommendations to the appropriate committee for programmatic activities that could be combined to allow Commissioners to focus on policy issues. (Res. #94-271)

Sponsor: Finance

Meeting Date: 2/18/2025

Title: Amendments to Administrative Code Chapter 3 - Contracts and Procurement Solicitations

File Number: 2025-048

Background and Rationale:

This request for board action (RBA) seeks approval from the Ramsey County Board for two updates to the County Manager delegated administrative code authorities.

Administrative Code 3.40.27(c) allows the County Manager to approve all professional and client service contracts, including supplemental agreements, amendments, and/or change orders, in conformance with state statutes and federal regulations as long as funds are available within the budget. This change to Administrative Code 3.40.27(c) adds expenditure grant agreements to the categories of contracts delegated to the County Manager for approval.

Administrative Code 3.40.33(c) allows the County Manager to approve sole source purchases of supplies, equipment, and services in conformance with state statutes and federal regulations without formal competitive solicitations under the provisions of the Minnesota Uniform Municipal Contracting Law and/or the Administrative Code upon determination that only one qualified vendor is available. This change to Administrative Code 3.40.33(c) replaces the term "sole source purchases" with "single source purchases" to be in conformance with state statutes and federal regulations.

These changes will enable Ramsey County to streamline purchasing and contracting processes and increase Ramsey County's efforts to grow and sustain small and diverse businesses. The changes support the county's strategic initiative to create pathways for intergenerational prosperity for racial and economic inclusion by making process improvements in countywide purchasing and contracting that are transformational, user-friendly, relational, equitable, efficient and transparent. Bringing Ramsey County purchasing policies and procedures into conformance with state statutes and federal regulations will result in public procurements that are more consistent and less confusing to community contractors.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve amendments to the Administrative Code to provide for County Manager delegated approval of expenditure grant agreements and single source purchases.
2. Direct the Chief Clerk to amend the Administrative Code to reflect approved amendments.

A motion to approve was made by Commissioner Jebens-Singh, seconded by Commissioner McGuire.

Motion passed.

Aye: - 6: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

By: Jason Yang
Jason Yang, Interim Chief Clerk - County Board

Item Number: 2025-046

Meeting Date: 2/18/2025

Sponsor: Sheriff's Office

Title

Request for Proposals for Commissary Services

Recommendation

1. Authorize the issuance of Request for Proposals for commissary services for individuals in-custody in accordance with the county's procurement policies and procedures.
2. Direct staff to return to the Ramsey County Board of Commissioners with a recommendation for selection for a contractor.

Background and Rationale

The Sheriff's Office operates the Adult Detention Center (ADC), commonly referred to as the Ramsey County jail. The ADC is a 500-bed pre-trial facility providing safe and secure detention services to individuals following their arrest until a court disposition is reached. As required by law and to support individuals who are in-custody, a variety of services are provided, including but not limited to healthcare services (i.e., medical, dental, and mental health), educational programming, and other opportunities. Commissary (vending), trust accounting, food service, and communication services are also provided.

On February 18, 2025, the Sheriff's Office plans to issue a Request for Proposals (RFP) for commissary services for individuals in-custody at the ADC. The RFP is seeking responses from qualified contractors to provide commissary services within a detention environment. Commissary services allow for the purchase of non-essential items, such as candy, pop, treats or other items, from specialized vending machines. Family or friends can deposit funds to an individual's account for the purchases of non-essential vending items. It is important to note that individuals in-custody do not pay for day-to-day needs such as food, clothing, toiletries, programming, or medical and dental care. Commissary services also supply indigent items at no-cost to individuals in-custody.

The costs associated with providing commissary services are covered by the prices charged. Historically, the county has also collected revenue associated with commissary services, which has offset the need for additional tax levy funding. Revenue has been estimated at approximately \$150,000 annually. Consistent with the county's work to reduce and eliminate criminal fines and fees, any commissary service fees will be reviewed as part of future contract negotiations.

The Sheriff's Office will return to the Ramsey County Board of Commissioners for approval of the resulting agreement following the county's procurement evaluation and selection process.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

There is a disproportionate amount of people of color and individuals with mental illness involved in the criminal justice system. This action will help strengthen quality service delivery to individuals in-custody and

their friends and family members, and the community by offering a transparent approach to low rates and no fees for all to access and utilize.

Community Participation Level and Impact

There is no community engagement for this board action.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The costs associated with providing commissary services are covered by the prices charged. Historically, the county has also collected revenue associated with commissary services, which has offset the need for additional tax levy funding. Revenue has been estimated at approximately \$150,000 annually.

Last Previous Action

None.

Attachments

1. Request for Proposals



RAMSEY COUNTY

Solicitation/Request for Proposal

Inmate Commissary Services

SHRF0000023668

Responses must be received no later than: March 27, 2025 at 2:00 p.m. Central Time

Late responses will not be considered.

Solicitation Summary

Commissary services for inmates detained in the Adult Detention Center.

SPECIAL NOTICE:

This is a request for proposals. It does not obligate the County to award a contract or complete the proposed program and the County reserves the right to cancel this Solicitation if it is considered in its best interest.

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1. Contact Information and Solicitation Schedule

A. Contact information

Purchasing and Contracting Contact:

Name: Mark Sarles

Email: mark.sarles@co.ramsey.mn.us

B. Solicitation schedule

Items	Date	Location/Link
Solicitation Posted	February 19, 2025	DemandStar
Non-Mandatory Pre-Solicitation Response Conference*	March 5, 2025 at 9:00 am central time	Law Enforcement Center 425 Grove Street Saint Paul, MN 55101 Classroom A (second floor)
Contractor Questions Due Via Email	March 12, 2025 by 10:00 am central time	Mark Sarles mark.sarles@co.ramsey.mn.us
Addendum with Answers to Questions Posted	March 19, 2025	DemandStar
Solicitation Responses Due	March 27, 2025 by 2:00 pm central time	DemandStar
Notice of Interviews	Week of April 7, 2025	Mark Sarles Mark.sarles@co.ramsey.mn.us
Interviews	Week of April 21, 2025	Law Enforcement Center 425 Grove Street Saint Paul, MN 55101 Room: TBD
Notice of Intend to Award Issued	Week of April 28, 2025	Mark Sarles Mark.sarles@co.ramsey.mn.us
Anticipated Contract Start Date	August 5, 2025	N/A

C. Non-Mandatory Pre-Solicitation Response Conference

The purpose of the pre-solicitation response conference is to discuss the work to be performed, answer questions, clarify ambiguities and respond to general issues in order to establish a common basis for understanding all of the solicitation requirements. *Individuals needing an interpreter or individuals with a disability needing accommodation should contact the Purchasing and Contracting Specialist identified above prior to the date set for the responder information session so that a reasonable accommodation can be made.

The non-mandatory pre-solicitation response conference will be held at 9:00 am Central time, on March 5, 2025 at the Law Enforcement Center located at 425 Grove Street, Saint Paul, Minnesota 55101, classroom A, second floor.

While attendance is non-mandatory, it is strongly recommended that one (1) representative, but no more than two (2) representatives of the contractor’s team attend.

The pre-solicitation response conference will include a tour of the Adult Detention Center.

All Contractor representatives shall confirm their attendance with Mark Sarles via email at mark.sarles@co.ramsey.mn.us no later than February 28, 2025 and submit the following information:

1. Full name
2. Date of birth
3. Name of company
4. Job title
5. General Authorization and Release Form - Criminal History Check - (This form will be emailed to the Contractor representative upon confirmation of attendance for the tour. All Contractor representatives are required to complete and submit this form to Mark Sarles **no later than February 28, 2025.**)

All Contractor representatives will be subject to a criminal history check prior to the tour of the Adult Detention Center. Contractors who fail to confirm their attendance prior to the pre-solicitation response conference will be permitted to attend the pre-solicitation conference but not the tour of the Adult Detention Center.

All Contractor representatives must sign-in to the conference with their driver’s license or government issued identification card.

Free public parking is available in the front of the Law Enforcement Center, however, parking is very limited. Please allow yourself enough time to travel and park. Contractors should allow up to two (2) hours for the tour.

Non-Disclosure Agreement

All Contractor representatives shall be required to sign a Non-Disclosure Agreement (NDA) to tour the Adult Detention Center.

2. Contract Overview

Ramsey County (the "County"), through the Sheriff's Office, seeks proposal responses from contractors to provide inmate commissary services ("System") at the Adult Detention Center ("Project") located at 425 Grove Street, Saint Paul, Minnesota, 55101.

The anticipated "go live" start date of the System is on or about September 5, 2025.

3. Background Information

A. Overview of Ramsey County

Located in the heart of the Twin Cities metropolitan area, Ramsey County communities – including the capitol city of Saint Paul – are nationally known as attractive, livable places rich in history, diversity and opportunity.

Ramsey County’s 4,000+ employees provide a variety of public services to residents, businesses, and visitors in the areas of Health and Wellness, Economic Growth and Community Investment, Safety and Justice, and Information and Public Records.

For more information, please visit: www.ramseycounty.us

The County’s Mission: A county of excellence working with you to enhance our quality of life.

B. Overview of Ramsey County Sheriff’s Office

The Adult Detention Center (ADC), commonly referred to as “the county jail,” is a pre-trial facility that houses individuals following an arrest until a court disposition is reached. The Adult Detention Center also holds individuals in-custody for probation/parole violations and on behalf of other government agencies as requested.

The Adult Detention Center opened in 2003, has 500 beds, serves over 20,000 inmates annually, and has an annual operating budget of nearly \$20 million. There are over 160 correctional and medical employees who work within the Adult Detention Center. In 2023, the average daily population was 386 inmates and the average length of stay was 10.3 days.

As required by law and to provide support for those who are housed in-custody, the Adult Detention Center offers a variety of services to inmates, including educational programming, chemical addiction classes, parenting classes, and religious services. Through use of contracted vendors, inmate commissary, trust accounting, food service, telephone calling, and video visitation services are also provided.

C. Current Process/System

The current contractor that provides commissary and trust accounting services is TW Vending, Inc., dba Turnkey Corrections.

There are ten (10) housing units in the Adult Detention Center. Each housing unit (with the exception of 5D) has two (2) vending machines: one (1) machine for beverages and one (1) machine for snacks. Each housing unit contains one (1) device for electronic ordering (kiosk).

Also, there are four (4) county locations that operate micro market services for staff: one (1) is located inside the staff lunch room at the Adult Detention Center located at 425 Grove Street, Saint Paul, MN 55101, one (1) is located in the main hallway at the Law Enforcement Center located at 425 Grove Street, Saint Paul, MN 55101, one (1) is located at the Ramsey County Sheriff’s Office Patrol Station located at 1411 Paul Kirkwold Drive, Arden Hills, MN 55112, and one (1) is located at the Ramsey County Sheriff’s Water Patrol Station located at 5 South Owasso Boulevard, Little Canada, MN 55117.

The micro market services for staff is NOT included in this RFP and resulting agreement, rather a separate RFP to be advertised on Demandstar on March 12, 2025.

The Sheriff's Office provides on-site storage for vending and commissary items.

The current system provides an electronic communication system between staff and inmates (commonly referred to as inmate kites) and provides for an electronic inmate grievance system. These services must be included in the Contractor's proposal.

The Sheriff's Office is currently in the process of updating the inmate communication services system ("The Communication System") to include inmate phone calling, video visitation, and tablet services. The Contractor's System shall interface with the Communication System.

D. Usage Report

For reference, 12 months of *Commissary Services Usage Report* provided by the current Contractor, Turnkey Corrections is attached hereto and made a part of this RFP as **Attachment A**.

4. Scope of Services

A. General

The Contractor shall provide for all supplies, equipment, materials, labor, and services necessary or incidental for the installation, maintenance, repair, replacement, and operation of inmate commissary services. In the event that the System hardware or software is removed, in whole or in part, during or at the completion of the contract term, the Contractor shall pay all expenses associated directly or indirectly with the removal of the System hardware and software.

B. County Roles and Responsibilities

The County will provide a staff member who will serve as the contact for project management. Access to subject matter experts will be provided as determined necessary by the department contact. Except as identified herein, the Contractor will provide all project personnel, software, materials and project services.

C. Ramsey County Secure Technology Solutions

As a government entity, Ramsey County has a responsibility to ensure safe and secure technology solutions. To accomplish this, we expect our Contractors to use industry best practices for security and compliance controls. Therefore, the contractor must:

1. Agree and represent that it currently maintains information data and content protection practices and procedures ("Security Program") that complies with industry best practice and applicable privacy laws.
2. Demonstrate compliance with industry best practice Critical Security Controls. Methods to demonstrate this are via an SSAE 18, SOC 2 report, externally certified report, etc. for your company and all sub-tier suppliers, as applicable.
3. Undergo an annual vulnerability assessment (internal and external) via an independent third party.
4. Demonstrate adherence to an industry standard continuous monitoring program which includes real time monitoring, logging, timely review and remediation of events. The monitoring program will

support a defined incident management policies and procedures that is aligned with industry best practices.

Contractor must complete the *Ramsey County Secure Technology Solutions Attachment B* and return it and evidence of compliance with their proposal.

PLEASE NOTE: Contractors that do not fully complete **Attachment B** and provide evidence of compliance, their proposal will be deemed NON-RESPONSIVE and their proposal will not be considered.

D. Technical Questionnaire

The Contractor must answer each question completely and provide all information required in the *Ramsey County Technology Questionnaire* attached hereto and made a part of this RFP as **Attachment C**.

E. Ramsey County Security Exhibits.

The Contractor and Contractor's system will comply with the *County's Hosting Security Exhibit* attached as **Attachment D** and the *County's Information Security Exhibit* attached as **Attachment E**.

F. System Features

The mandatory and preferred features and system requirements for the desired System are set forth in the *Commissary System Requirements and Questionnaire* are attached hereto and made a part of this RFP as **Attachment F**.

G. Indigent Items

Select personal hygiene items, writing, and mailing supplies (collectively referred to as "Indigent Items") must be provided at no cost to eligible inmates. Indigent Items will be paid for by the county. Eligibility is determined by the Adult Detention Center administrator or designee. The *Indigent Items and Pricing List* is attached hereto and made a part of this RFP as **Attachment G**.

H. Project Services

1. Project Management

The Contractor shall implement the System in phases, where necessary, using a traditional project management approach. The Contractor shall provide project management services throughout the entire project consistent with project management best practices, to ensure that the Project's goal is met and that deliverables are submitted and approved within the defined budget and timeline.

2. Documentation

All documents including project plans, phase documentation, training materials and system documentation delivered to the County shall be provided in Microsoft Office formats; native formats where applicable and acceptable by the County. Copies may be printed by the County for its own internal use.

3. Project Phases

Phase I – Planning

Within a mutually-agreed to time period after execution of the resulting Agreement with the County, the Contractor will organize and hold a kick-off meeting (ideally within a week of

contract execution), provide a high-level project schedule / work plan with key tasks, dates, milestones, deliverable descriptions and Contractor and County staffing requirements that are necessary to ensure a successful “go live” date.

Deliverables: Kick-Off Meeting, Project Schedule/Work Plan.

Phase II – Design

Design documents should consist of a Fit/Gap Analysis that describes any development or configuration that is needed to meet the requirements of the RFP as well as an Interface / Integration Plan and a Data Conversion / Migration plan.

Deliverables: Design documents that consist of a Fit / Gap Analysis that identify any development or configuration needed to the System, Interface/Integration Plan, and a Data Conversion / Migration plan.

Phase III – Development

This Phase shall cover configuration, customization (if required) and development of the system. During this Phase the Contractor shall develop all modifications from Phase II – Design and create all documentation listed below.

Deliverables: A fully developed and configured system ready for testing, test plan, training plan, implementation plan, operations and maintenance transition plan, system functionality documentation, and converted legacy data. All deliverables identified herein shall be delivered to the department prior to system testing.

Phase IV - System Testing and Acceptance

- a. Upon determination by the Contractor that the system has been successfully installed in a test environment and all environments perform in accordance with the provisions of the resulting Agreement, including the system documentation, the County shall commence a mutually agreed to system Testing and Acceptance period (“Testing Period”).
- b. The County will notify the Contractor of any defects or deficiencies identified during the Testing Period and the Contractor will correct the defects and deficiencies or present a plan acceptable to the County that addresses the deficiencies in a time period agreed to by the parties.
- c. Upon resolution of all defects and deficiencies identified during the Testing Period, completion of training, and receipt of training and system materials and documentation, the County will provide written System Acceptance to the Contractor.

Deliverables: User Acceptance Test (usually completed by the County) completely developed and configured system installed in a test environment; testing defect report with all defects showing fixed, passed and accepted by the County; updates to System Functionality and Training documentation; fully migrated, tested and accepted legacy system data.

Phase V – Training

After the Contractor certifies that the system is ready for use in a production environment and prior to “go live”, the Contractor shall provide County approved training both for system administrators and end users, approximately one hundred (165) in total. All training courses provided by the Contractor will be taught by experienced trainers. Training materials will be delivered to County before training begins. Training will be conducted by the Contractor. A Web-based environment will be provided for ongoing training for all licensed / administrative users.

The Contractor shall provide on-site “train the trainer” training sessions for managers on the use of the system. This training will at minimum include creating and managing accounts, managing/recording/downloading content, and other related topics as requested by the County. The Contractor shall provide ongoing training in the event of a significant software or hardware update as deemed necessary by the County. This will be at no cost to the County.

Deliverables: System administrator training, end user training, train the trainer training, online assistance along with training manuals.

Phase VI – Deployment

Upon receipt of County’s System Acceptance and upon completion of training and all other pre-deployment services, the Contractor will fully deploy the System in a production environment.

Deliverables: Successful deployment of the System in the production environment.

4. Deliverable Acceptance Process

All Deliverables identified in the resulting agreement will be subject to the following Deliverables Acceptance Process:

- a. When a Deliverable is submitted for review and acceptance, the County has ten (10) business days or a mutually agreed upon period to review the Deliverable and provide written notice to the Contractor of acceptance or of any defects or deficiencies in the Deliverable. The County may reject a Deliverable that does not meet the requirements of the resulting agreement. Written acceptance will be provided to the Contractor in the form of a *Notice of Acceptance* (“NOA”), a sample of which is attached hereto and made a part of this RFP as **Attachment H**. The Contractor shall have a period of ten (10) business days to correct the deficiency. If the Contractor fails to correct the deficiency within the time period, the County may treat the failure as “cause” for termination of the resulting agreement.
- b. Partial or incomplete Deliverables submitted for review will not be considered by the County unless the partial or incomplete submission has been requested by the County.

5. County Ownership

All right, title and interest to the System Deliverables created by Contractor under the resulting Agreement shall be owned by the County. Deliverables under the Project Services include but are not limited to: Project Documentation, Project Schedule/Work Plan, Interface/Integration Plan, System Test Plan, Training Plan, Implementation Plan, Operations & Maintenance Transition Plan, User Acceptance Test, System Documentation, County Training Plan and County Training Materials.

I. Post-Deployment Training

The Contractor shall make available annual refresher training and shall provide the County updated training materials whenever revised.

J. Warranty

1. The County requires a warranty beginning upon final deployment and System Acceptance that the System will operate in accordance with the provisions of the resulting Agreement and the System documentation. Warranty services shall be consistent with the requirements described below in **Section L. Support**.
2. The Contractor must warrant that all warranty services shall be performed by qualified personnel with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services and that the Contractor will devote adequate resources to meet its obligations under the resulting agreement.
3. Contractor acknowledges that time is of the essence with respect to Contractor’s obligations under the resulting agreement and must agree that prompt and timely performance of all services and other Contractor obligations in accordance with the resulting agreement is strictly required.
4. During the term of the resulting Agreement, the Contractor warrants that all services will be performed with the highest standard of professional service, that all Deliverables will be free from defects or deficiencies, and that services and Deliverables will conform to all requirements of the Agreement. Nonconforming goods or services will be replaced, corrected or re-performed at the Contractor’s expense. Any services corrected or re-performed or Deliverables corrected will be covered by this warranty.
5. The Contractor must warrant that its System will not infringe any United States patent or copyright or violate any third-party trade secret and Contractor will indemnify and defend Ramsey County against any award of damage and costs made against the Contractor by a final judgment of a court of competent jurisdiction.
6. The Contractor must warrant that as provided by Contractor, the System will not at any time during term of the resulting Agreement contain any: (a) virus, Trojan horse, worm, backdoor or other software or hardware devices that effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer automatically with the passage of time or under the control of any individual or organization, or otherwise deprive the County of its lawful right to use the System.
7. The Contractor must warrant that the System will be operational and available 99.5% of the time in any calendar month, including planned downtime, following System Acceptance. Contractors must agree to a service level credit for less than 99.5% availability, which will be specified and agreed to during contract negotiations and included in the resulting agreement. The County will also have the right to terminate services, without penalty and include the right for the County to recover costs from the Contractor associated with re-procurement of such terminated services.

K. Maintenance Services

1. The Contractor will provide all services, materials, equipment and personnel to maintain its system components that are located off-site, including all software and hardware, in full operating condition and keep it available for use in accordance with the provisions of the resulting agreement.

2. Routine System maintenance shall be conducted at times agreed to in advance by both parties and shall include but not be limited to periodic inspections, tests and adjustments. Contractor shall provide the County with a minimum of forty-eight (48) hour notice for non-service impacting maintenance. Contractor shall provide a minimum seven (7) days' notice for planned maintenance which will impact the County's availability to the System.
3. Software releases, updates and upgrades shall be provided on the general release of such releases, updates and upgrades and installed by the Contractor as agreed to by the parties at no additional charge. Contractor must warrant that no release, update or upgrade will have a material adverse effect on the functionality or operability of the System.

L. Support

1. During the term of the resulting agreement, the Contractor will provide software support (Example: 8:00AM – 5:00PM Central Time Monday - Friday, excluding County holidays). Said support shall include direct phone support, e-mail support or other channels as appropriate.
2. The system must be supported by a redundant backup site with seamless failover capabilities.
3. For critical issues, response to problems will be within fifteen minutes of initial contact and resolution will be within two (2) hours of initial contact. Critical issues are issues that affect the functionality or data of the System, do not have a workaround and prevent (department) from conducting daily business processes; non-critical bugs affect minor functionality or data and have an easy workaround.
4. The Contractor must provide support staff contact information, hours of operations and after hours support procedures. Such information must be published and be kept current.
5. The Contractor will not change its software support and hardware maintenance policies to adversely impact the County without providing the County at least twelve (12) months advance written notice.
6. The County reserves the right to require the Contractor to escrow its software source code at no cost to the County.
7. The Contractor shall provide technical support service on a 24 hour, 365 days per year basis for all critical and non- critical system failures.

System failures are defined as:

8. Critical issues are issues that affect the functionality or critical data of the system that do not have a work-around and prevent the county from conducting business practices. This is to include loss of connection to the contract network, facility wide outage to the video visiting kiosk, loss of ability to schedule, and collection of applicable rates and fees.

Non-critical issues affect minor functionality of system and have an easy work-around.

9. The Contractor shall provide a method to resolve critical system failures remotely within one (1) hour or employ a technician that can arrive at the facility within four (4) hours from the time the initial call or email to technical support is made.
10. The Contractor shall provide a method to resolve non-critical system failures within twenty-four (24) hours from the time the initial call or email to technical support is made.

11. The technical support solution offered by the Contractor must be approved by the Adult Detention Center administrator or designee. Should the solution offered by the Contractor be deemed unacceptable to the ADC administrator or designee, the Contractor must find another solution that is acceptable to the Adult Detention Center administrator or designee. Failure of the Contractor to find an acceptable solution to a technical problem may be cause for termination of the contract.
12. Any temporary solution shall not be used for more than forty-eight (48) consecutive hours unless approved by the Adult Detention Center administrator or designee.
13. Routine System maintenance shall be conducted at times agreed to in advance by the parties and shall include but not be limited to periodic inspections, tests and adjustments.
14. Failure by the Contractor to respond and resolve technical issues promptly and completely to the satisfaction of the County may be cause for termination of contract.

M. Background Checks

The Contractor shall comply with the following screening and security requirements:

1. All Contractor employees working on-site at the Adult Detention Center shall successfully pass a background check before first entering the facility. The background check will be conducted by and at the expense of the Ramsey County Sheriff's Office. Failure to comply may result in immediate termination of the resulting agreement. Any subcontractors, if authorized by the Sheriff's Office administrators or designee, must also pass a background check as described.
2. The Sheriff's Office administrator or designee shall have the sole right, at any time, to reject any such employee who it determines in its sole discretion poses a risk or potential risk to the security or operations of the Adult Detention Center.
3. All Contractor employees shall complete an orientation as defined by the Sheriff's Office administrator or designee. The Contractor and its employees will comply with all rules and regulations, policies and procedures, as well as any directives and/or orders by the Sheriff's Office administrators and staff. Any Contractor employee or subcontractor failing to comply with the aforementioned rules, regulations, policies, procedures, or directives may be escorted from the building and such action may be cause for termination of the agreement.

N. Post Award Pricing

Pricing will not change during the first twelve (12) months after the commencement date of the contract. After the initial twelve (12) months, and annually thereafter on the anniversary of the contract, a price change request may be submitted to the County. All price change requests must be submitted in writing to the County forty-five (45) days prior to the date the requested changes will take effect and must be accompanied by appropriately documented market justification. Price changes will only be granted with written approval from the County. Any adjustments must be negotiated on an annual basis between the Contractor and the Adult Detention Center administrator or designee.

O. Quality Control

The Contractor shall comply with the following requirements to ensure quality goods and services are provided to the County:

1. The Contractor shall meet monthly in-person or via conference call with the Adult Detention Center administrator or designee to discuss the quality of service and to ensure that the Contractor is meeting their contractual obligations.
2. The Contractor shall meet monthly for no less than the first six (6) months of the contract and may be adjusted to quarterly meetings after the six (6) months at the discretion of the Adult Detention Center administrator or designee.
3. Failure of the Contractor to participate in these meetings may be cause for termination of contract.

P. Reports

1. The Contractor shall be able to report monthly to the County a usage report (MS Excel format) summarizing item usage that shall include at least the following information:
 - a. Description of items purchased
 - b. Quantity of items purchased
 - c. Frequency of items purchased
 - d. Individual cost per item
 - e. Monthly total cost per item
 - f. Year to date quantity per item
 - g. Year to date total cost per item
 - h. Revenue Reports
2. The Contractor shall have the ability to summarize item usage reports per housing unit.
3. The Contractor shall provide hard copies of usage reports at each monthly in-person meeting at the Adult Detention Center.
4. The County reserves the right to request additional reports as needed.

Q. Commissary Stocking Schedule

1. The Contractor shall submit with their RFP response submittal their schedule for stocking inmate commissary machines. The schedule shall be approved by the Adult Detention Center's administrator or designee.
2. The Contractor shall ensure that stocking services do not decrease due to a holiday.
3. As part of the resulting agreement, the County may require the Contractor to pay a \$25.00 fee per each instance when the Contractor does not adhere to the stocking schedule agreed to by the parties. The County reserves the right to terminate the resulting contract if the Contractor does not adhere to the stocking schedule agreed to by the parties.

R. Responder Qualifications/Eligible Applicants

1. The Contractor shall have at least three (3) years of experience operating the System in a large scale (400 or more inmate population) detention facility.

2. The Contractor must have at least three (3) years of experience providing 24 hours per day, 365 days per year technical support for its users.
3. The Contractor shall have a sufficient number of trained and manufacturer-certified technicians to provide routine and emergency repair services 24 hours per day, 365 days per year.
4. The Contractor shall have the ability to supervise and monitor the System to ensure the satisfactory provision of services.

S. Subcontractors

1. The Contractor will be authorized to subcontract only the installation of vending machines, kiosks and any cabling necessary for the inmate housing units. Additionally, at the completion of the life cycle of the contract, the Contractor will also be authorized to subcontract only for the removal of all vending machines, kiosks and cabling as needed. All use of subcontractors during the installation and removal process must be approved by the administrator or designee.
2. The Contractor shall submit the name and address of subcontractors, resumes of key subcontractor staff involved and their roles and responsibilities with their RFP response submittal.
3. All subcontracts shall adhere to section 1.29.4 and 1.29.5. PREA and CJIS Requirements in the Solicitation Exhibits packet.

T. Mandatory legal requirements

See the **Solicitation Exhibits** packet for the General Contract/Agreement Terms and Conditions that will be made part of the resulting agreement.

5. Instructions to Responders

A. Anticipated contract term

The term of this agreement is anticipated to be from August 5, 2025 through August 4, 2027, with the option to be renewed three additional one-year periods and shall not exceed a total of 5 years.

Contract renewals shall be made by way of written Amendment to the original contract and signed by both parties.

B. Questions and communications

Questions concerning this Solicitation are to be submitted by the deadline included above in the Solicitation schedule and submitted via e-mail to the named purchasing and contracting specialist contact listed above. Please include the Solicitation name and number in the subject line of the email.

The County is not obligated to answer questions submitted after the question due date and time. To ensure open and fair competition, all questions are received by a certain date and answers are shared as an addendum to the Solicitation.

Only the named purchasing and contracting specialist contact(s) listed above are authorized to discuss this Solicitation with responders. Contact regarding this Solicitation with any personnel not listed above

could result in disqualification. This provision is not intended to prevent responders from seeking guidance from the County regarding general purchasing and contracting questions.

C. Response submission

Please submit your response in the [DemandStar](#) portal.

To submit a response, you must first register with the portal. For more information on how to register, go to the [How to Contract With Ramsey County](#) page for written and video instructions.

Responders are strongly encouraged to make their submissions well in advance of the response due date as the submission process may take some time to complete.

6. Response Format and Content

Responses **must** adhere to the following format.

The response shall contain the following information and may not exceed 100 pages, excluding required attachments:

a. Attachments.

- Attachment A – Commissary Services Usage Report (REVIEW ONLY)
- Attachment B - Ramsey County Secure Technology Solutions (COMPLETE AND SUBMIT)
- Attachment C – Ramsey County Technology Questionnaire (COMPLETE AND SUBMIT)
- Attachment D – County’s Hosting Security Exhibit (REVIEW ONLY)
- Attachment E – County’s Information Security Exhibit (COMPLETE AND SUBMIT)
- Attachment F – Commissary System Requirements and Questionnaire (COMPLETE AND SUBMIT)
- Attachment G – Indigent Items and Pricing List (COMPLETE AND SUBMIT)
- Attachment H - Notice of Acceptance (REVIEW ONLY)
- **Solicitation Attachments Packet:**
 - Attachment I - Responder Declarations (COMPLETE AND SUBMIT)
 - Attachment J - Contractor Information Form (COMPLETE AND SUBMIT)
 - Attachment K - Contractor Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (COMPLETE AND SUBMIT)
 - Attachment L - Contractor Reference Form (COMPLETE AND SUBMIT)
 - Attachment M - Exceptions to Terms and Conditions Form (COMPLETE AND SUBMIT IF APPLICABLE)
- **Solicitation Exhibits Packet**
 - Exhibit 1 - General Contract/Agreement Terms and Conditions (REVIEW ONLY)
 - Exhibit 2 - Contracting for Equity (REVIEW ONLY)
 - Exhibit 3 – CJIS Security Addendum (REVIEW ONLY)
 - Exhibit 4 – CJIS Security Addendum Certification (REVIEW ONLY)
 - Exhibit 5 - Business Associate Agreement (REVIEW ONLY)

When saving these attachments, please save them in the original format. For example, do not convert an Excel format to a PDF format.

- b. Workplan.** A workplan in response to the scope of services, including but not limited to the following:
- the specific strategies and methods for performing services needed and described in Section 1;
 - identify all subcontractors;
 - tasks with estimated duration;
 - an implementation schedule including estimated start and finish dates;
 - capacity to perform the services;
 - availability of staff and resources; and
 - a proposed team organization and management plan.
- c. Qualifications and Experience.** Information for key staff must include:
- A profile of the Responder, including the size, organizational structure, and history.
 - A narrative of the experience of the firm in performing similar services.
 - Resumes for key staff performing services in the response. For example:
 1. professional credentials;
 2. education or certifications;
 3. expertise and capability; and experience.
- d. Commission, Rate, and Fee Information.**
- Ramsey County is engaged in work to reduce and eliminate criminal fines and fees (i.e., amount of money paid in exchange for services received). Under the resulting agreement, it is expected that any type of fee associated to providing commissary services will no longer be charged.
- Contractors shall disclose all commissions, revenues, rates, and fees that could be charged to the county, inmates, or public (all users) in their RFP response submittal. All cost information shall include, a minimum, the following details:
 1. Software
 2. License and subscriptions
 3. Hardware
 4. Service Deliverables: Planning, Design, Development, Testing, Training, Deployment, Acceptance
 5. Maintenance and support
 6. Recurring annual costs
 7. Commission
 - Commission options should be submitted to include both commission and non-commission options for review. At a minimum, contractors should submit multiple options, such as “x% commission,” “x% commission,” and “0% commission” for comparative purposes.
 8. Revenue
 9. Rates
 10. Fees
 11. *Indigent Items and Pricing List*– **Attachment G**
 12. Inmate commissary products list:
 - All products with pricing per each, item size, and brand name.

- All product pricing shall be reasonably priced. The Contractor shall submit, for example: “convenience store” pricing and not “airport store” pricing.

13. Miscellaneous
14. All other

- Contractors shall state how the following will be achieved:
 1. Contractors shall distribute all revenue and commission according to the resulting agreement.

e. Technical Support and Customer Service.

Contractor shall submit, a minimum, the following information:

- Contractor’s ability to provide routine system maintenance.
- Contractor’s ability to provide system software support (i.e., days, hours, and via direct phone support, e-mail support or other channels as appropriate).
- Contractor’s ability to respond to critical software issues, including within fifteen (15) minutes of initial contact and resolution within two (2) hours of initial contact.
- Contractor’s ability to provide trained technicians to provide routine and emergency repairs services 24 hours per day, 365 days per year.
- Contractor’s ability to supervise and monitor the system to ensure the satisfactory provisions of service.

f. Commissary Stocking Schedule.

Contractors shall submit a schedule for stocking inmate commissary machines.

g. Subcontractors.

Contractors shall submit the name and address of subcontractors, resumes of key subcontractor staff involved and their roles and responsibilities.

7. Evaluation and Selection Process

A. Response evaluation and criteria

1. The County will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The County will evaluate the mandatory requirements on a pass/fail basis.

Mandatory Requirements. The following will be considered on a pass/fail basis:

- Responses must be received by the due date and time specified in this solicitation.

2. Responses meeting the mandatory requirements will then be evaluated based on:

Item	Scoring (Points)
Workplan	40
Qualifications and Experience	30
Commission, Rates, and Fees	15
Technical Support and Customer Service	15
Total	100

After review of each responsive response, the County may immediately award a contract to a successful Responder based on the evaluation criteria, or it may establish a short list of Responders for further consideration. The short list of Responders may be to an interview, presentation, or system demonstration, or asked to provide additional information.

B. Interviews/presentations and site/e-visits

The County reserves the right to request additional information from Responders during any phase of the response evaluation process. During the evaluation process, the County may require the presence of a Responder to make a presentation and/or answer specific questions regarding their response.

If the County chooses to hold interviews/demonstrations and/or site/e-visits, invitations will be extended to the Responders with the highest evaluation scores.

Additional points are allocated to interviews and/or demonstrations, as determined by Ramsey County.

C. Award of contract

The County will make its selection as determined by this evaluation process. The County reserves the right to pursue negotiations on any exception taken to the County's standard terms and conditions. In the event that negotiated terms cannot be reached, the County reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder or take other actions as the County deems appropriate. If the County anticipates multiple awards, the County reserves the right to negotiate with more than one Responder.

D. Execution of contract

Before a contract becomes effective between the County and any Responder, the contract must be signed by the County Board or its designee. If for any reason the County Board or its designee does not sign the contract, then there are no binding obligations whatsoever between the County and the Responder relative to the proposed contract.

8. Solicitation Terms

A. Competition in Responding

The County desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the Purchasing and Contracting Contact listed in the Solicitation before the due date and time. If changes are made, the County will issue an addendum.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the necessary authorities for investigation and appropriate action.

B. Addenda to the Solicitation

Changes to the Solicitation will be made by addendum and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

C. Responder's right to edit, submit, resubmit and/or cancel or withdraw its response

A responder may edit, submit, resubmit and/or cancel or withdraw its response at any time before the response due date. Requests should be submitted in writing via e-mail to the Purchasing and Contracting contact listed in section 1A.

D. Responses will not be returned

Upon submission, responses will not be returned.

E. Rights Reserved

The County reserves the right to:

- Reject any and all responses received;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Negotiate with the highest scoring Responder(s);
- Terminate negotiations and select the next response providing the best value for the County;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;
- Request a best and final offer from one or more Responders; and
- The County reserves the right to request additional information.

F. Public disclosure of response documents

All materials submitted in response to this Solicitation will become property of the County. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the County having completed negotiating a contract with the selected contractor(s). The County will notify all responders in writing of the evaluation results.

G. Trade secret information

Responders must not submit trade secret material as part of their response, as defined by Minn. Stat. § 13.37. The County does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37. A Responder may present and discuss trade secret information during an interview or demonstration with the County, if applicable.

In the event trade secret data are submitted, Responders must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the County, its agents, and employees, from any judgments awarded against the County in favor of the party requesting the data, and any and all costs connected with that defense.

H. Conditions of Offer

Unless otherwise approved in writing by the County, Responder's cost proposal and all terms offered in its response that pertain to the completion of professional services will remain firm for 180 days, until

they are accepted or rejected by the County, or they are changed by further negotiations with the County prior to contract execution.

I. Award

Any award that may result from this Solicitation will be based upon the total accumulated points as established in the Solicitation. The County reserves the right to award this Solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the County, providing each Responder is in compliance with all terms and conditions of the Solicitation. The County reserves the right to accept all or part of an offer, to reject all offers, to cancel the Solicitation, or to re-issue the Solicitation, whichever is in the best interest of the County.

J. Responder's costs

The County shall not be responsible for any costs incurred by Responder in connection with this Solicitation. Responder shall bear all costs associated with response preparation, submission, and attendance at interviews, or any other activity associated with this Solicitation or otherwise.

K. Responder's ideas

The County reserves the right to use any or all ideas, concepts, or other information provided in any responses. Selection or rejection of the response does not affect this right.

L. Requirements Prior to Contract Execution

Prior to contract execution, a responder receiving a contract award must comply with any submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.

**RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT A - COMMISSARY SERVICES USAGE REPORT**

Item Description	Price
#10 Envelope w/adhesive back	\$0.87
#10 Envelope, 2 Stamps, w/ adhesive back	\$1.93
9x12 Catalog Envelope 2 Stamps	\$1.86
9X12 Catalog Envelope no Stamp	\$0.92
9x12 Catalog Envelope w/ 3 Stamps	\$2.13
Acetaminophen (non-aspirin) Packet	\$0.35
Anniversary Card with Stamp	\$3.32
Bacitracin Ointment	\$0.92
Backers BBQ Potato Chips 4.25oz	\$3.76
Beef Crumble Spicy 6oz	\$8.59
Birthday Card with Stamp	\$3.32
Blue Magic Conditioner 4oz	\$6.20
Buffalo Chicken Pouch 2.6oz	\$2.40
Buffalo Dipping Sauce 1.25oz	\$1.01
Canvas Shoes Navy Sz M10/W12	\$10.02
Canvas Shoes Navy Sz M11/W13	\$10.02
Canvas Shoes Navy Sz M12/W14	\$10.02
Canvas Shoes Navy Sz M14/W16	\$10.02
Canvas Shoes Navy Sz M6/W8	\$10.02
Canvas Shoes Navy Sz M7/W9	\$10.02
Canvas Shoes Navy Sz M8/W10	\$10.02
Canvas Shoes Navy Sz M9/W11	\$10.02
Cappuccino Mix Packet	\$0.80
Cereal Cap'n Crunch Cereal Cups 1.51oz	\$2.42
Cereal Cinnamon Toast Crunch Cup 2.01oz	\$2.69
Cheetos Crunchy 2oz	\$2.10
Cheetos Flamin Hots 2oz	\$2.10
Chex Mix Buffalo Ranch Max'd 4.25oz	\$5.36
Child Birthday Card with Stamp	\$3.32
Chips Ahoy Bite Size Cookies 2oz	\$2.51
Christmas Card with Stamp	\$3.32
Cocoa Butter Lotion 4oz	\$3.04
Coffee Espresso 3.5oz	\$9.77
Colored Pencil Full Size	\$7.66
Coloring Book	\$7.90
Conditioner - Pantene 12oz	\$13.98
Creamer Single Packet	\$0.18
Crossword Puzzle Books	\$3.69
Deodorant Old Spice High Endurance 2.25oz	\$8.68
Deodorant Suave Anti-Perspirant	\$3.75
Earbud Headphone (No microphone)	\$4.19
Economy Playing Cards	\$2.59
Eraser Pink Pearl	\$1.19
Flour Tortilla Shells 6-pack	\$2.73

**RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT A - COMMISSARY SERVICES USAGE REPORT**

Item Description	Price
Forever Stamp	\$0.60
Freshscent Deodorant 1.6oz	\$1.16
Fruit Punch Drink Mix	\$0.52
Grape Drink Mix	\$0.37
Grape Jelly 1oz	\$0.41
Habanero Cheese Squeeze 1oz	\$1.31
Hair Brush Vented	\$3.46
Hair Pick	\$0.93
Hairbrush Military	\$1.81
Heinz Ranch Packet .42oz	\$0.49
Hot & Spicy Beef Summer Sausage 5oz	\$5.90
Hot Cocoa Mix Packet	\$0.64
Hot Sauce Pouch 0.5oz	\$0.25
Hydrocortisone Cream	\$0.35
Ibuprofen Packet	\$0.35
Iced Tea Drink Mix	\$0.42
Irish Spring Men's Body Wash (Scents Vary) 18oz	\$10.97
Jalapeno Cheese Squeeze 1oz	\$1.31
Ketchup Packet 7gm	\$0.41
Lady Speed Stick Antiperspirant 1.4oz	\$4.11
Lip Balm	\$2.17
Little Debbie Snickerdoodle Creme Pie	\$0.86
Lotion Eucerine 1oz	\$4.44
Love You Card with Stamp	\$3.32
Magic Shave Tube 6oz	\$8.82
Mayonnaise Packet 9gm	\$0.48
Miss You Card with Stamp	\$3.32
Mustard Packet 4.5gm	\$0.41
Oatmeal Maple and Brown Sugar Single Packet	\$1.42
Old Trapper Beef & Cheese Sticks 1.3oz	\$2.63
Old Trapper Beef Jerky 4oz	\$8.06
Old Trapper Deli Style Original Stick 1.75oz	\$2.63
Old Trapper Hot and Spicy Beef Jerky 4oz	\$8.06
Old Trapper Jalapeno Beef & Cheese Sticks 1.3oz	\$2.63
Old Trapper Peppered Beef Jerky 4oz	\$8.06
Old Trapper Pepperoni Sausage 1.2oz	\$2.27
Old Trapper Teriyaki Beef Jerky 4oz	\$8.06
Orange Drink Mix	\$0.37
Orange Flex Toothbrush	\$1.29
Paper Lined Writing Pad	\$2.29
Pinochle Cards	\$3.55
Ponytail Holder (1)	\$0.93
Postcard - Stamped	\$0.52
Ranch Dressing Pouch 1.5oz	\$1.15

**RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT A - COMMISSARY SERVICES USAGE REPORT**

Item Description	Price
Reading Glasses - 4.0 DISC	\$7.12
Reading Glasses 1.0 Strength	\$7.12
Reading Glasses 1.25 Strength	\$7.12
Reading Glasses 1.5 Strength	\$7.12
Reading Glasses 1.75 Strength	\$7.12
Reading Glasses 2.0 Strength	\$7.12
Reading Glasses 2.25 Strength	\$7.12
Reading Glasses 2.5 Strength	\$7.12
Reading Glasses 2.75 Strength	\$7.12
Reading Glasses 3.0 Strength	\$7.12
Reading Glasses 3.25 Strength	\$7.12
Reading Glasses 3.5 Strength	\$7.12
Reading Glasses 3.75 Strength	\$7.12
Shampoo - Pantene 12.6oz	\$13.98
Shampoo Dandruff Head and Shoulders	\$10.35
Shampoo Suave 12oz	\$4.56
Sketch Pad	\$12.34
Skin Care Lotion	\$3.80
Sleeping Mask	\$1.63
Small Comb	\$0.64
Soap Bar Dial 4oz	\$2.34
Soap Bar Dove 3.75oz Sensitive	\$3.40
Soap Bar Freshscent 3oz	\$1.07
Soap Bar Irish Spring 3.75oz	\$3.10
Soap Bar Lever 2000	\$3.10
Speed Stick Solid Gel 1.8oz	\$3.75
Suave Conditioner 12oz	\$4.56
Suave Liquid Body Wash 12oz (scents may vary)	\$6.42
Sudoku Numeric Puzzles	\$4.04
Sugar Packet	\$0.18
Sweet Baby Rays BBQ Sauce 1.5oz	\$1.26
Thank You Card with Stamp	\$3.32
Thanksgiving Card with Stamp	\$3.32
Thinking of You Card with Stamp	\$3.32
Toothpaste Colgate .85oz	\$1.99
Toothpaste Pepsodent 6oz	\$4.27
Tums	\$1.61
V05 Conditioner 12.5oz	\$4.58
V05 Shampoo 12.5oz	\$4.58
V05 Shampoo/Conditioner 2 in 1 12.5oz	\$4.38
Word Search	\$3.55
Indigent #10 Envelope w/adhesive back ADC	\$-
Indigent 2 Sheets of Paper	\$-
Indigent Comb	\$-

**RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT A - COMMISSARY SERVICES USAGE REPORT**

Item Description	Price
Indigent Deodorant	\$-
Indigent Lip Balm	\$-
Indigent Orange Flex Toothbrush	\$-
Indigent Postcard	\$-
Indigent Reading Glasses - 1.0 Strength	\$-
Indigent Reading Glasses - 1.25 Strength	\$-
Indigent Reading Glasses - 1.5 Strength	\$-
Indigent Reading Glasses - 1.75 Strength	\$-
Indigent Reading Glasses - 2.0 Strength	\$-
Indigent Reading Glasses - 2.25 Strength	\$-
Indigent Reading Glasses - 2.5 Strength	\$-
Indigent Reading Glasses - 2.75 Strength	\$-
Indigent Reading Glasses - 3.0 Strength	\$-
Indigent Reading Glasses - 3.5 Strength	\$-
Indigent Shampoo 4oz	\$-
Indigent Skin Lotion 4 OZ	\$-
Indigent Soap Bar .35 oz	\$-
Indigent Toothbrush Stubby	\$-
Indigent Toothpaste 0.6oz	\$-

Attachment B - Ramsey County Secure Technology Solutions

RFP-SHRF-23668 Inmate Commissary Services

Contractor's Name: _____

	As a government entity Ramsey County has a responsibility to ensure safe and secure technology solutions. To accomplish this, we expect our contractors to use industry best practices for security and compliance controls. Therefore, contractors must:	Proposer to Indicate Yes in Column Below.	Proposer to Provide Evidence in Column Below. Evidence May be Attached in the Column or Provided as a Separate Attachment Which Must be Indicated in the Column Below.
1.	Agree and represent that it currently maintains information data and content protection practices and procedures ("Security Program") that complies with industry best practice and applicable privacy laws.		
2.	Demonstrate compliance with industry best practice Critical Security Controls . (Please see link) Methods to demonstrate this are via an SSAE 18, SOC 2 report, externally certified report, etc. for your company and all sub-tier suppliers, as applicable.		
3.	Undergo an annual vulnerability assessment (internal and external) via an independent third party.		
4.	Demonstrate adherence to an industry standard continuous monitoring program which includes real time monitoring, logging, timely review and remediation of events. The monitoring program will support a defined incident management policies and procedures that is aligned with industry best practices.		

PLEASE NOTE: Proposers that do not fully complete **Attachment B** and provide evidence of compliance with their proposal will be deemed NON-RESPONSIVE and their proposal will not be considered.

Ramsey County requires you to fill out the following tabs in this spreadsheet:

1. Vendor and Solution Info

2a. Externally Hosted Security Q's

[Complete 2a. if you or your external hosting provider will host the solution.]

2b. Ramsey Hosted Security Q's

[Complete 2b. if Ramsey County will be hosting your solution.]

3. Technical Documentation

If you are proposing a hybrid solution, then complete tabs 2a and 2b. Otherwise, complete only one of the applicable "...Hosted Security Q's" tabs.

Note: The Yes, No, NA column has a dropdown menu to choose the appropriate response. There are a few questions that do not have drop down options.

Answers **MUST** be provided for ALL questions along with clarifying/supporting comments. Missing or incomplete answers/comments will delay the review process and require follow up with Ramsey County. See example screenshots below... **EVEN if you select NA you must give a reason as to why...**

This document contains Security Information as defined in Minn. Stat. §13.37, subd. 1 (a), and is classified as nonpublic data as defined in Minn. Stat. §13.02, subd. 9.

EXAMPLE		
#	Externally Hosted Solution: Questionnaire	REQUIRED Answer (Yes, No, NA)
Identity Access Management RC Application Security and Credentials Management Standard: Microsoft Azure AD		
1	Does your solution integrate into a cloud Identity Provider that supports SAML or OpenID (e.g., Azure Active Directory)?	Yes
2	Does this solution support Microsoft Active Directory login authentication, including using LDAPs or ADFS connections? If Yes, provide details regarding the level of integration with MS Active Directory (e.g., LDAPs, ADFS, SAML 3.0, other). If No, do you provide your customers the ability to control their own password policies within the solution to meet Ramsey County password standards?	No
3	Can this solution utilize the Microsoft Azure Multi-Factor Authentication (MFA) solution?	Yes
4.1	Does the solution have auditing capabilities to monitor activity such as logins, document changes, permission changes, etc.?	Yes
4.2	If yes, can the audit logs be sent to a SIEM solution?	Yes
5	Does the solution allow multiple concurrent sign in sessions for a single user from different devices (e.g., User A can sign in from computer A and computer B)?	Yes
6	Does your solution provide role-based access to control user and administrator rights?	Yes
Hosting		
7	Provide the name of the external hosting service provider (e.g., AWS, Azure, GCP, etc.)?	AWS
8	Will the solution only use data centers that reside within the continental United States?	Yes
Network RC Network Infrastructure Standards: Cisco Network Technology		
9	Does this solution support TCP/IP IPv4/IPv6 connectivity?	Yes
10	What is the minimum bandwidth requirements?	50kbps per client connection
11	What are the acceptable performance level requirements for network latency?	75ms
12	Does the solution incorporate industry accepted encryption practices for the transmission of scoped data over untrusted networks (e.g., TLS)?	Yes
13	Will a VPN connection be required with Ramsey County hosted/on-premises resources to access your solution? If Yes, please provide what levels of encryption you support.	No
14	From Ramsey County hosted/on-premises resources, what outbound ports or traffic are required to connect to your solution (e.g., port 443, port 23, etc.)?	TCP 443
	Do Ramsey County hosted/on-premises resources require inbound ports to be open for your	Nothing is required inbound to your on-premises environment.

EXAMPLE		
#	Ramsey County Hosted Solution: Questionnaire	REQUIRED Answer (Yes, No, NA)
Identity Access Management RC Application Security and Credentials Management Standard: Microsoft Active Directory		
1	Does this solution support Microsoft Active Directory login authentication, including using LDAPs or ADFS connections? If Yes, provide details regarding the level of integration with MS Active Directory (e.g., LDAPs, ADFS, SAML 3.0, other). If No, do you provide your customers the ability to control their own password policies within the solution to meet Ramsey County password standards?	Yes
2	Can this solution utilize the Microsoft Azure Multi-Factor Authentication (MFA) solution?	Yes
3.1	Does the solution have auditing capabilities to monitor activity such as logins, document changes, permission changes, etc.?	Yes
3.2	If yes, can the audit logs be sent to a SIEM solution?	Yes
4	Does this solution allow multiple concurrent sign in sessions for a single user from different devices (e.g., User A can sign in from computer A and computer B)?	Yes
5	Does your solution provide role-based access to control user and administrator rights?	Yes
Servers RC Server Standard: Azure or VMware virtual servers running Microsoft Server Operation System version 2016		
6	Does this solution support Azure or VMware hosted Microsoft Server 2016/2019 Operating Systems?	Yes
7	Does this solution have any specialized data backup requirements?	No
8	Is this solution compatible with Microsoft best practice monthly patching guidelines?	Yes
Database RC Database Standards: Microsoft SQL Server version 2016/2019 running in Azure or VMware virtualized server environment		
9	Does this solution support Azure or VMWare hosted Microsoft SQL Server 2016/2019 database platform?	Yes

15	solution to function?	No	
Monitoring RC Production Monitoring Standards: PRTG and SolarWinds			
16	Does the solution support SNMP V3.0 and/or NetFlow?	No	We do not since we will be hosting the environment in AWS.
Client			
17	Operating system with version number.		Windows 10 20H2 and greater.
18	Are there any hardware peripherals required?	No	No, everything is cloud based.
19.1	Does the solution require a thick client to be installed on the County desktops/laptops?	No	No, clients connect via web browsers to the portal.
19.2	If yes, is this solution compatible with the Microsoft SCCM software deployment platform?	NA	See answer to 19.2
20	List names and version of all browsers supported.		We support all web browsers that support HTTP/2.
21	List any required browser plug-ins or extensions.		None are required.
22	List and describe any other software dependencies.		Nothing else to add.
23	Citrix is the Ramsey County standard for presenting applications to users that cannot run the software on a desktop or laptop device. Does the solution support Citrix thin client technology?	Yes	As long as Citrix allows web browsers with HTTP/2, this should work just fine.
24.1	Does the solution have a mobile device client application (e.g., iOS or Android)?	No	We don't have a native client application, but a web browser will work just fine.
24.2	If yes, does the mobile device client application store any confidential data (e.g., personally identifiable information (PII))?	NA	See answer to 24.1
25	Will your solution send any confidential communications over SMS (text messages)?	No	We don't utilize any SMS technology.
Interfaces and Data Integrations			
26	Does the solution receive data from or push data to other applications via SOAP and/or REST?	No	Everything is developed in-house and we do not push or pull any
27	Is the solution dependent on third party service providers with access to scoped systems and/or data?	No	Everything is developed and managed in-house.
Data Security			
28	Does the solution incorporate industry accepted encryption practices for data at rest (e.g., AES)?	Yes	All data is encrypted at rest using AES-128.
29	Do you allow your customers to provide their own encryption keys to encrypt the scoped data while in use or at rest?	No	We do not have a process yet for customers but we are working on that.
30	Is or can the solution data be encrypted while in use (e.g., SQL Always Encrypted)?	Yes	We can provide that level of encryption but it will cost extra.
Security Processes			
31	Are annual assessments completed by an independent 3rd party that include tests (e.g., penetration test, vulnerability scans, PCI, etc.) of information security controls in place to protect scoped systems and data?	Yes	The BCA performs bi-yearly audits of our CJS environments. We also have yearly penetration test performed by <company name>.
32	Ramsey County requires a SOC2, SOC3, or equivalent audit, have you attached the most recent report?	No	We are in the process of developing SOC2 type 1 reports to provide to our customers. We plan to have this audit process in
33	Will the solution be patched in accordance with the Ramsey County Patch Management Policy? https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors	Yes	Our process meets Ramsey policy.

10	Is this solution compatible with Microsoft SQL Server patching best practices?	Yes	Yes, there is nothing special to note here.
11	Is or can the solution data be encrypted while in use (e.g., SQL Always Encrypted)?	Yes	You would need to implement this on your own SQL servers though.
Network RC Network Infrastructure Standards: Cisco Network Technology			
12	Does this solution support TCP/IP IPv4/IPv6 connectivity?	Yes	Yes, we support TCIP/IP IPv4 and IPv6.
13	What is the minimum bandwidth requirements?		50kbps per client connection
14	What are the acceptable performance level requirements for network latency?		75ms
15	Does the solution incorporate industry accepted encryption practices for the transmission of scoped data over untrusted networks (e.g., TLS)?	Yes	We support TLS1.2 cipher suites
Monitoring RC Production Monitoring Standards: PRTG and SolarWinds			
16	Does the solution support SNMP V3.0 and/or NetFlow?	Yes	If you can monitor if a web page is available, that will suffice.
Client			
17	What is the minimum operating system with version number.		Windows 10 20H2 and greater.
18	Are there any hardware peripherals required?	No	Everything is software based.
19.1	Does the solution require a thick client to be installed on the County desktops/laptops?	No	This is only a web based application.
19.2	If yes, is this solution compatible with the Microsoft SCCM software deployment platform?	NA	See answer to 19.1
20	List the names and versions of all browsers supported.		We support all web browsers that support HTTP/2.
21	List any required browser plug-ins or extensions.		None are required.
22	List and describe any other software dependencies.		Nothing else to add.
23	Citrix is the Ramsey County standard for presenting applications to users that cannot run the software on a desktop or laptop device. Does the solution support Citrix thin client technology?	Yes	As long as Citrix allows web browsers with HTTP/2, this should work just fine.
24.1	Does the solution have a mobile device client application (e.g., iOS or Android)?	No	We don't have a native client application, but a web browser will work just fine.
24.2	If yes, does the mobile device client application store any confidential data (e.g., personally identifiable information (PII))?	NA	See answer to 24.1
25	Will your solution send any confidential communications over SMS (text messages)?	No	We don't utilize any SMS technology.
Internet of Things (IoT)			
26	Does the solution utilize network attached devices (e.g., cameras, time clocks, security doors)?	No	It's all software based and you provide the VMs.
27	Does the solution require the use of wireless network attached devices?	No	It's all software based and you provide the VMs.
Interfaces and Data Integrations			
28	Does the solution receive data from or push data to other applications via SOAP and/or REST?	No	We don't integrate with any other applications to acquire data outside of integrating with your Active Directory environment
29	Is the solution dependent on third party service providers with access to scoped systems and/or data?	No	It does not require any other services outside of our company and your organization.
30	Does your solution send any data back to your and/or third party environments?	Yes	It does require an Internet connection with 443 connectivity back to our environment to activate the software licenses.
Security Processes			
31	Does the solution's secure application development testing methodology incorporate independent third-party security assessments?	Yes	We have a 3rd party scan and assess every major release.
32	Does your secure application development testing methodology include using software tools to scan source code for potential security flaws?	Yes	We scan all minor and major releases for vulnerabilities using 3rd party scanning tools.
33	Does your organization have a patch management release cycle?	Yes	We release bug/fix patches on a quarterly basis, but will also release security or critical bug/fixes out of band. We will notify our customers when we release out of band patches.

Complete the information below

Date submitted:	
Vendor company name:	
Respondent name:	
Respondent title:	
Application or service name:	
URL to product information:	
Brief product description:	

# Externally Hosted Solution: Questionnaire		REQUIRED Answer (Yes, No, NA)	36 Total Questions	0 Questions Answered	36 Remaining	REQUIRED Clarifying/Supporting Comments	For internal use only
Identity Access Management RC Application Security and Credentials Management Standard: Microsoft Azure AD							
1	Does your solution integrate into a cloud Identity Provider that supports SAML or OpenID (e.g., Azure Active Directory)?						I, S
2	Does this solution support Microsoft Active Directory login authentication? If Yes, provide details regarding the level of integration with MS Active Directory (e.g., LDAPs, ADFS, SAML 2.0, other). If No, do you provide your customers the ability to control their own password policies within the solution to meet Ramsey County password standards?						I, S
3	Can this solution utilize the Microsoft Azure Multi-Factor Authentication (MFA) solution?						I, S
4.1	Does the solution have auditing capabilities to monitor activity such as logins, document changes, permission changes, etc.?						S
4.2	If yes, can the audit logs be sent to a SIEM solution?						S
5	Does the solution allow multiple concurrent sign in sessions for a single user from different devices (e.g., User A can sign in from computer A and computer B)?						S
6	Does your solution provide role-based access to control user and administrator rights?						S
Hosting							
7	Provide the name of the external hosting service provider (e.g., AWS, Azure, GCP, etc.)?						I
8	Will the solution only use data centers that reside within the continental United States?						I, S
Network RC Network Infrastructure Standards: Cisco Network Technology							
9	Does this solution support TCP/IP IPv4/IPv6 connectivity?						I
10	What is the minimum bandwidth requirements?						I
11	What are the acceptable performance level requirements for network latency?						I
12	Does the solution incorporate industry accepted encryption practices for the transmission of scoped data over untrusted networks (e.g., TLS)?						S
13	Will a VPN connection be required with Ramsey County hosted/on-premises resources to access your solution? If Yes, please provide what levels of encryption you support.						I, S
14	From Ramsey County hosted/on-premises resources, what outbound ports or traffic are required to connect to your solution (e.g., port 443, port 23, etc.)?						S
15	Do Ramsey County hosted/on-premises resources require inbound ports to be open for your solution to function?						S
Monitoring RC Production Monitoring Standards: PRTG and SolarWinds							
16	Does the solution support SNMP V3.0 and/or NetFlow?						I
Client							
17	Operating system with version number.						I
18	Are there any hardware peripherals required?						I
19.1	Does the solution require a thick client to be installed on the County desktops/laptops?						I, S
19.2	If yes, is this solution compatible with the Microsoft SCCM software deployment platform?						I
20	List names and version of all browsers supported.						I
21	List any required browser plug-ins or extensions.						I
22	List and describe any other software dependencies.						I
23	Citrix is the Ramsey County standard for presenting applications to users that cannot run the software on a desktop or laptop device. Does the solution support Citrix thin client technology?						I
24.1	Does the solution have a mobile device client application (e.g., iOS or Android)?						I, S
24.2	If yes, does the mobile device client application store any confidential data (e.g., personally identifiable information (PII))?						S
25	Will your solution send any confidential communications over SMS (text messages)?						S
Interfaces and Data Integrations							
26	Does the solution receive data from or push data to other applications via SOAP and/or REST?						I, S
27	Is the solution dependent on third party service providers with access to scoped systems and/or data?						I, S
Data Security							
28	Does the solution incorporate industry accepted encryption practices for data at rest (e.g., AES)?						S
29	Do you allow your customers to provide their own encryption keys to encrypt the scoped data while in use or at rest?						S
30	Is or can the solution data be encrypted while in use (e.g., SQL Always Encrypted)?						S
Security Processes							
31	Are annual assessments completed by an independent 3rd party that include tests (e.g., penetration test, vulnerability scans, PCI, etc.) of information security controls in place to protect scoped systems and data?						S
32	Ramsey County requires a SOC2, SOC3, or equivalent audit, have you attached the most recent report?						S
33	Will the solution be patched in accordance with the Ramsey County Patch Management Policy? https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors						

#	Ramsey County Hosted Solution: Questionnaire	REQUIRED Answer (Yes, No, NA)	36	Total Questions	
			0	Questions Answered	
			36	Remaining	
				REQUIRED Clarifying/Supporting Comments	For internal use only
Identity Access Management RC Application Security and Credentials Management Standard: Microsoft Active Directory					
1	Does this solution support Microsoft Active Directory or Azure Active Directory login authentication? If Yes, provide details regarding the level of integration (e.g., LDAPs, OpenID, SAML 2.0, other). If No, do you provide your customers the ability to control their own password policies within the solution to meet Ramsey County password standards?				I, S
2	Can this solution utilize the Microsoft Azure Multi-Factor Authentication (MFA) solution?				I, S
3.1	Does the solution have auditing capabilities to monitor activity such as logins, document changes, permission changes, etc.?				S
3.2	If yes, can the audit logs be sent to a SIEM solution?				S
4	Does this solution allow multiple concurrent sign in sessions for a single user from different devices (e.g., User A can sign in from computer A and computer B)?				S
5	Does your solution provide role-based access to control user and administrator rights?				S
Servers RC Server Standard: Azure or VMware virtual servers running Microsoft Server Operation System version 2016					
6	Does this solution support Azure or VMware hosted Microsoft Server 2016/2019 Operating Systems?				I
7	Does this solution have any specialized data backup requirements?				I
8	Is this solution compatible with Microsoft best practice monthly patching guidelines?				I, S
Database RC Database Standards: Microsoft SQL Server version 2016/2019 running in Azure or VMware virtualized server environment					
9	Does this solution support Azure or VMWare hosted Microsoft SQL Server 2016/2019 database platform?				I
10	Is this solution compatible with Microsoft SQL Server patching best practices?				I, S
11	Is or can the solution data be encrypted while in use (e.g., SQL Always Encrypted)?				I, S
Network RC Network Infrastructure Standards: Cisco Network Technology					
12	Does this solution support TCP/IP IPv4/IPv6 connectivity?				I
13	What is the minimum bandwidth requirements?				I
14	What are the acceptable performance level requirements for network latency?				I
15	Does the solution incorporate industry accepted encryption practices for the transmission of scoped data over untrusted networks (e.g., TLS)?				S
Monitoring RC Production Monitoring Standards: PRTG and SolarWinds					
16	Does the solution support SNMP V3.0 and/or NetFlow?				I
Client					
17	What is the minimum operating system with version number.				I
18	Are there any hardware peripherals required?				I
19.1	Does the solution require a thick client to be installed on the County desktops/laptops?				I
19.2	If yes, is this solution compatible with the Microsoft SCCM software deployment platform?				I
20	List the names and versions of all browsers supported.				I
21	List any required browser plug-ins or extensions.				I
22	List and describe any other software dependencies.				I
23	Citrix is the Ramsey County standard for presenting applications to users that cannot run the software on a desktop or laptop device. Does the solution support Citrix thin client technology?				I
24.1	Does the solution have a mobile device client application (e.g., iOS or Android)?				I, S
24.2	If yes, does the mobile device client application store any confidential data (e.g., personally identifiable information (PII))?				S
25	Will your solution send any confidential communications over SMS (text messages)?				S
Internet of Things (IoT)					
26	Does the solution utilize network attached devices (e.g., cameras, time clocks, security doors)?				I, S
27	Does the solution require the use of wireless network attached devices?				I, S
Interfaces and Data Integrations					
28	Does the solution receive data from or push data to other applications via SOAP and/or REST?				I
29	Is the solution dependent on third party service providers with access to scoped systems and/or data?				S
30	Does your solution send any data back to your and/or third party environments?				S
Security Processes					
31	Does the solution's secure application development testing methodology incorporate independent third-party security assessments?				S
32	Does your secure application development testing methodology include using software tools to scan source code for potential security flaws?				S
33	Does your organization have a patch management release cycle?				S

Instructions:

Please include the following documentation in your proposal.

If not applicable, enter NA. If no answer provided, notate reason.

Technical Documentation

	Document Title	Document description	When to Complete	If not applicable, enter N/A. If applicable but not provided, indicate reason.
34	Accreditations and Certifications	Provide a list of company Accreditations and Certifications i.e. SSAE16, HIPAA, PCI, etc.	All	
35	Service Level Agreements and Objectives	Provide a copy of your Service Level Agreement along with remediation terms and conditions (Examples: Service Level Objective (SLO) for simple defect resolution, SLO for incident response, SLO for moderately complex enhancement).	External Hosting	
36	Externally Hosted Architecture Diagram	If the solution is to be externally hosted, provide technical architecture details for the proposed solution.	External Hosting	
37	Technical Infrastructure Required at Go-Live	If possible, please provide technical infrastructure documentation that includes the following for the solution that you propose for the initial go live: For the <u>production</u> environment: 1. Specify the VMware hosted servers required to support this solution. List the total number, broken out by number and type of server. For each non-database server, specify: <ul style="list-style-type: none"> Processors and RAM to support this solution at normal utilization levels Disk space needs: 	Internal Hosting	Example: 2 application servers - (6 processors, 8 GB RAM, 100GB disk space) 1 SQL DB Server - (16 processors, 48 GB RAM, 200TB disk space) 1 reporting server (8 processors, 24 GB RAM, 500 GB disk space)
38	Estimated or expected Technical Infrastructure Changes after go-live	Provide technical infrastructure documentation that details any changes or additions to any of the components listed in your response for above for the proposed solution post go live .	Internal Hosting	
39	High-level Availability Specifications	Provide the specifications for high availability.	Internal Hosting and RFP indicates Business	

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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).

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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.

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- 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

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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.

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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

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- 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

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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.

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- 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

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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

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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.

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- 1. County Policies, Procurements & Requirements.** Contractor will perform Services in accordance with the Agreement and any County policies, procedures, and any requirements specifically provided to Contractor. If policies, procedures or standards are updated or changed, County will provide reasonable advance notice when feasible to Contractor. If Contractor is unable or unwilling to comply with the updated or changed County policies, procedures and requirements within thirty (30) days of notice of such update or change, the Agreement may be terminated for cause without a further period of time to cure. If Contractor performs Services through Contractor’s Agent, Contractor shall ensure that such Contractor’s Agent shall perform such Services in accordance with the terms of the Agreement, including any County provided policies, procedures and requirements.

- 2. Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).

- 3. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures (“**Security Program**”) that complies with industry best practice and applicable Privacy Laws. Contractor’s Security Program includes, at a minimum:
 - A.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
 - B.** A security design intended to prevent any compromise of Contractor’s own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
 - C.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures with up-to-date virus definitions and security patches so as to avoid any adverse impact to County’s systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to systems and applications; and preventing unauthorized access to County systems via the Contractor’s networks and access codes; and
 - D.** All persons with authorized access to County Data must have a documented genuine need-to-know prior to access.

- 4. Training and Supervision.** Contractor conducts appropriate and reasonable background checks or other investigations of its job candidates or Contractor’s Agents prior to such persons’ employment or access to County Data. Contractor represents that it maintains adequate training and education programs to ensure that its employees and Contractor’s

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Agents are aware of and adhere to its Security Program. Contractor shall exercise necessary and appropriate supervision over its employees and Contractor’s Agents to maintain appropriate confidentiality and security of County Data.

- 5. Third Parties.** Contractor shall not share, transfer, disclose or otherwise provide access to any County Data, to any third party unless it is a Third Party Service Provider or Contractor’s Agent and County has authorized Contractor to do so in writing. Contractor will ensure that any Contractor’s Agent it may desire to perform any of the services required by its Agreement with County shall be obligated to have a Security Program equivalent to that required of the Contractor. Further, regarding any Data Incident, Contractor shall contractually preserve for County all such rights as County has above. Regarding audit rights, Contractor shall contractually preserve for County all such rights as County has in the section below. Contractor shall not share County Data with any other third party, without prior written approval, or if required, to comply with legal process, only after notice to County. Contractor shall only retain Contractor’s Agents that are capable of performing the delegated obligations in accordance with the Agreement.
- 6. Source Code Protection.** Contractor will have in place and will maintain an industry standard security program which protects Contractor’s source code from a compromise by Contractor’s subcontractors or any other third party.
- 7. Audit.** County may conduct a security review of Contractor’s Security Program when determined as reasonably required by County. Contractor will provide County 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.

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- 8. 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.
- 9. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor’s client guide and/or Information Security Policy which have been provided to the County and are herewith included herein by this reference. The Contractor shall not modify its client guide and/or Information Security Policy 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 and this Information Security Exhibit. 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.
- 10. 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.
- 11. 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.
- 12. Anti-Malware Warranty.** Contractor warrants that the Services and Deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling

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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.

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

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

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

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

**RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

Contractor Name: _____

Instructions:

Contractor shall complete and submit **Attachment F** with their RFP response submittal. Contractor shall answer Yes (“Y”) or No (“N”) for every functional requirement. If Contractor answers ‘N’ for any functional requirement, Contractor must enter an explanation in the ‘Comments’ section as to why the functional requirement cannot be met.

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
A. COMPLIANCE					
1. FCC Compliance / Data Privacy	The system is compliant with all federal, state, and local laws, statutes, ordinances, rules, regulations, and standards for data privacy and the Federal Communications Commission (FCC).	M			
2. ADA Compliance	The system is compliant with the Americans with Disability Act (ADA) and accessible to hard of hearing individuals.	M			
3. FBI CJIS and BCA MNJIS Compliance	The contractor and system is compliant with federal and state laws and regulations, including the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) and the Minnesota Bureau of Criminal Apprehension (BCA) Minnesota Justice Information Services (MNJIS).	M			
4. Minnesota Government Data Practices Act	The contractor and system is compliant with the Minnesota Government Data Practices Act.	M			
5. Payment Card Industry (PCI)	The contractor, system and devices are compliant with PCI Data Security Standard (DSS).	M			
B. INTEGRATION; INMATE INFORMATION & IDENTIFICATION					
6. Jail Management System Integration	The system provides an interface with the current Jail Management System (JMS) and capability to interface with future JMS and/or upgrades to be used to identify inmate information.	M			
7. Commissary and Vending System Integration	The system provides an interface and capability to interface with future proposed system and/or	M			

KEY: M = Mandatory P = Preferred Y = Yes No = No

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	upgrades to be used to identify inmate account balances.				
8. Phone, video visitation, and tablet System Integration	The system provides an interface and capability to interface with future proposed system and/or upgrades to be used to identify inmate information.	M			
9. Offender Management System	The system must integrate/interface with the current and future Offender Management Systems to gather information, including housing and restrictions for the duration of the contract. The system currently being used is a county-developed system, which is scheduled to be replaced by a later date.	M			
C. GENERAL					
10.	The Services must include the provision of an accounting system to track inmate deposits and expenditures as described in this RFP.	M			
11.	The items to be offered must be approved by the ADC administrator or designee.	M			
D. ONSITE VENDING EQUIPMENT					
12.	The Contractor shall provide onsite vending equipment that meets, at a minimum, the following requirements:				
a.	Be furnished by the Contractor along with a current user manual for all equipment.	M			
b.	Be secured to walls as directed and approved by ADC administrator or designee.	M			
c.	Have a front door open display for vending that allows visual of product and optimizes security	P			
d.	Not display any product solicitations or advertisements.	M			
e.	Be new, clean, and regularly maintained.	P			

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
f.	Incorporate a cashless payment method that minimizes fraud and theft in a correctional environment.	M			
g.	Be durable and tamper resistant to endure a correctional environment.	M			
E. VENDING EQUIPMENT STOCKING REQUIREMENTS					
13.	The Contractor shall provide staff to complete, at a minimum, the following requirements:				
a.	Days and times of filling vending machines must be between the hours of 10:00 p.m. and 5:30 a.m. or as determined by the ADC administrator or designee.	M			
b.	All vending machines must be filled at a minimum of three (3) times per week or as determined by the ADC administrator or designee.	P			
c.	In the event there is heavy usage, the ADC administrator or designee will provide a pre-approved schedule of additional stocking hours.	P			
d.	The ADC administrator or designee shall approve the list of items to be stocked in all vending machines.	M			
e.	Provide training for the Contractor's on-site stocking employee(s) which includes basic repair of vending machines and order kiosks.	M			
F. ON-SITE CONTRACTOR OPERATED COMMISSARY REQUIREMENTS					
14.	The Contractor must meet, at a minimum, the following requirements related to kiosk ordering:				
a.	Orders must be filled out by inmates through electronic forms on kiosks and compatible with tablets provided in the housing units. Order forms are to be electronically processed	M			

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No = No

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	and funds immediately electronically deducted from the inmate's trust account. The inmate must be given immediate notice of remaining trust account balance.				
b.	Individual inmate orders must be delivered in individually labeled paper bags (no staples allowed). There must be two (2) copies of the order receipt within the bag. Receipts must contain, at a minimum, the following information: i. Inmate name and identification number ii. Inmate pod and cell number iii. Items and quantities ordered iv. Prices per item and total dollar amount of the order	M			
c.	Commissary orders must be on location and available for delivery by the next scheduled Contractor commissary service visit.	M			
d.	Food and beverage products offered must be of nationally known or popular brand names and be approved by the ADC administrator or designee.	M			
e.	Prior to the commencement of Services, the successful Contractor and the ADC administrator or designee must meet and agree on the commissary service schedule and on items to be carried on the commissary list. After the initial approval, no new items are to be offered without the written permission of the ADC administrator or designee. The successful Contractor is to keep the ADC administrator or designee apprised of new or improved available products.	M			

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
f.	The specific items to be offered for purchase and the pricing for each are set by the Contractor with approval of the ADC administrator or designee. Items and pricing must be appropriate for the inmate population being served.	M			
g.	On an annual basis, the Contractor must compile and provide to the County a list of all items available for purchase by inmates including name, description, price, and a photograph of the actual item. This list shall be updated and redistributed after any change to the list. This list shall be provided if requested by the administrator or designee.	M			
h.	No products shall contain alcohol or jalapenos peppers (except when peppers or pepper flavoring is used in dehydrated foods or snack foods).	M			
i.	Food items must be wrapped/packaged and dated for individual consumption. All dated items must be removed from stock when the expiration date has passed. If an expired food item remains available to inmates or is delivered past the expiration date in error, the Contractor will be required to replace the item(s) with fresh stock within 24 hours of notification at no additional expense to the County or inmates. If expired item(s) are not replaced within the 24-hour time frame, the inmate's account is to be credited the full amount of the expired item(s). Recurring delivery of products that are past the expiration date will be cause for contract termination.	M			

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
j.	Inventory must be kept at a level to prevent backorders. The Contractor must provide a method of handling restocking and repayment of returned orders for those that were ordered by an inmate who was released prior to receiving their order.	M			
k.	All housing unit shall contain at least one (1) commissary ordering kiosks. The amount of kiosks in each unit will be determined by the ADC administrator or designee.	M			
l.	Contractor is responsible for integration with the County’s inmate communication (ie; phone, video visiting, and tablet) provider allowing inmate commissary funds to be used for the purchase of inmate communication time. Contractor is responsible for providing mechanism for the purchase and refund of inmate communication time. The transactions shall be allowed through the communication system and the commissary kiosk, this shall be an automated process. The transactions shall require the inmate to use a personal identification number. The integration shall be at no cost to the County.	M			
m.	The Contractor will not receive compensation nor will it charge the County for any transaction relating to the purchase of inmate communications system services by inmates.	M			
n.	The Contractor shall provide the County with all commissary kiosks.	M			
G. COMMISSARY ORDERING KIOSK REQUIREMENTS					
15.	The inmate commissary ordering kiosks, at a minimum, shall meet the following requirements:				

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No = No

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a.	Be navigable via touch screen with no external peripheral devices.	M			
b.	Be housed within a secure housing that is durable, tamper resistant, and can stand up to a correctional environment.	M			
c.	Have the option for all text displayed on the kiosk screens to be displayed in multiple languages, including, but not limited to, English, Spanish, Hmong, and Arabic with ability to add other languages in the future.	P			
d.	Require users to enter an individual password or personal identification number that can be set or reset by the ADC administrator or designee to prevent fraudulent use.	M			
e.	Have the option to require the inmate to accept a customized statement or policy before using other features and require users to accept the statement or policy again if their account is active longer than a set period of time to be determined by the ADC administrator or designee. This acceptance must be logged and reported in a searchable document to track inmates who did or did not accept the statement.	M			
f.	Have the option for inmates to register for classes offered within the ADC with the ability for the ADC administrator or designee to view, manage, edit, store, export, and print the class registration lists remotely.	M			
g.	Have the option for inmates to complete a required admission medical screening questionnaire that can be securely stored, viewed, and printed by ADC staff as well as healthcare staff in compliance with HIPAA	M			

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	and other state and federal law, if applicable. The form must be customizable with electronic signature pads as required by the ADC administrator or designee.				
h.	Have the option to allow the inmate to read customized documents and announcements such as the inmate rulebook, or other policies and procedures as required by the ADC administrator or designee.	M			
i.	Have the option for inmates to view customized video or other documents related to inmate orientation as required by the ADC administrator or designee.	P			
j.	Have the option to allow inmates that do not have access to a fixed wall kiosk, the ability to place an order from their cell.	P			
H. BOOKING DEPOSIT AND ACCOUNTING KIOSK REQUIREMENTS					
16.	The booking kiosk, at a minimum, shall:				
a.	Include a cash deposit lockbox with a capacity of at least one thousand (1,000) deposited bills.	M			
b.	Provide an online money count option to assist in the counting of each cash lockbox.	M			
c.	Have the ability to reconcile money from inmate accounts and cash lockboxes.	M			
I. TRUST FUND ACCOUNTING SYSTEM REQUIREMENTS					
17.	The trust fund accounting system, at a minimum, shall:				
a.	Track, at a minimum, the following information: i. Account number/inmate identification number/booking number ii. Inmate status i.e. pretrial, sentenced,	M			

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	Immigration and Customs Enforcement, Federal Bureau of Prisons, Minnesota Department of Corrections, etc. iii. Inmate name iv. Inmate birth date v. Deposit amounts vi. Withdrawals i.e. checks, cash, and bail withdrawals vii. Fees viii. Voids - need to accommodate positive pay system ix. Credits x. Comments - to appear on an account history print out xi. Transaction dates and times xii. Name/badge number of the employee entering the transaction xiii. Purchase limits and transfer restrictions				
b.	Each voided check, card, or record must have the option for the user to electronically comment or describe the reason for the void.	M			
c.	Have the capability to cancel a check or card that has been issued, but not cashed or used.	M			
d.	Require a personal user ID and password for each user to access the system.	M			
e.	Have direct access for the County to add or remove users to the system and change information as necessary.	M			
f.	Have a method for generating deposit and withdrawal receipts. A receipt shall be generated for each deposit transaction and ADC employees must have the ability to also print a receipt from a personal computer.	M			

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No = No

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
g.	Include one (1) visitor lobby kiosk for depositing cash funds that generates a receipt at the visitor lobby kiosk that includes, at a minimum, the following information: <ul style="list-style-type: none"> i. Inmate's full name ii. Amount of deposit iii. Date and time of deposit 	M			
h.	Allow all deposits made via the visitor lobby kiosk to be without any convenience or transaction fee charged to the user or County.	M			
i.	Include one (1) staff property room kiosk and one (1) booking kiosk that generate a receipt that includes, at a minimum, the following information: <ul style="list-style-type: none"> i. Inmate's full name ii. Inmate's identification number iii. Amount of deposit iv. Date and time of deposit v. Transaction number vi. Account balance 	M			
j.	Provide a method for tracking inmates who are indebted to the County. The System must allow for collected funds to be applied to debts automatically either by priority, percentage, or both as defined by the ADC administrator or designee.	M			
k.	Include a check printing function, at least two (2) check printers, and appropriate software that is compatible with the County's banking system to allow issuance of checks, including checks to inmates, the Sheriff's Office, and to outside entities.	M			
l.	The Contractor shall be responsible for providing the paper for the receipts, and the	M			

KEY: M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	check stock at no additional cost to the county.				
m.	Provide Automatic Checkbook Reconciliation that includes, at a minimum, the following: i. A list of deposits ii. Ability to reconcile deposits processed by the bank iii. Module tracking of each check written or card issued iv. Provide a daily list of all outstanding checks or debit cards at any given time including balances and account numbers	M			
n.	Ability to process miscellaneous bank charges.	M			
o.	Interface to allow a designated user to enter a bank statement balance, cleared checks, debit cards, deposits, and adjustments to reconcile the software bank account at the end of an indicated time period.	M			
p.	Provide a Positive Pay capability in which a check-issue file can be extracted from the software including check number, account number, issue date, dollar amount, and payee. The file must be compatible to be uploaded into U.S. Bank Commercial Positive Pay in order to prevent fraud.	M			
q.	Automatically switch an inmate to indigent status when the inmate has less than \$1.00 in the inmate's account for ten (10) days then automatically switches the inmate out of indigent status when funds are deposited in an inmate's account.	M			

KEY: M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
r.	Apply an allocation rule as to the number of each Indigent Item an inmate can receive during a given time period.	M			
s.	Allow users to create checks or debit cards for inmates being transferred or released from the facility.	M			
J. FRAUD PREVENTION AND SECURITY REQUIREMENTS					
18.	The vending, commissary, and inmate trust accounting system, at a minimum, shall:				
a.	Have safeguards to prevent fraud or other crimes related to unauthorized or malicious use of the system.	M			
b.	Have the ability to be programmed for auto shut-off at times designated by the ADC administrator or designee.	M			
c.	Allow ADC staff to manually shut down the system facility-wide or within individual housing units. This includes the ability to shut down individual vending machines or kiosks without shutting down the entire facility-wide system.	M			
d.	Be password protected to permit only appropriate facility personnel access to the system.	M			
e.	Allow for a discipline function that allows features to be turned off and on for individual inmates or housing units.	M			
K. OTHER SYSTEM REQUIREMENTS					
19.	The system shall allow for an internal inmate messaging system (inmate kites) to connect those in custody with specific staff members. The system will also allow inmates to sign up for classes that are offered within the ADC.	M			

KEY: M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
20.	The system shall allow for an internal grievance and electronic grievance appeal system.	M			

KEY: M = Mandatory P = Preferred Y = Yes No = No

**RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT G – INDIGENT ITEMS AND PRICING LIST**

Contractor Name: _____

Instructions:

Select personal hygiene items, writing, and mailing supplies (collectively referred to as “Indigent Items”) must be provided at no cost to eligible inmates. Indigent Items will be paid for by the county. Eligibility is determined by the Adult Detention Center administrator or designee. **Contractors shall complete the unit cost per each item listed below.**

Item #	Description	Unit Cost
1.	Clear deodorant, .05 ounce	
2.	Clear tube toothpaste, 0.85 ounce	
3.	Toothbrush, 4 inch	
4.	Postcard with postage included	
5.	Envelope with postage included	

**RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT H- NOTICE OF ACCEPTANCE**

TO: Contractor Name
Contractor Address #1
Contractor Address #2

FROM: Ramsey County Sheriff's Office
Department Address #1
Department Address #2

REFERENCE: xxxx Agreement dated xxx, 20xx

This notice represents our full and final acceptance of the services and/or deliverables listed below. Payment shall be made for these services and/or deliverables per to the terms of the above referenced Agreement.

SAMPLE

<u>Task /Milestone#</u>	<u>Description</u>	<u>Services/Deliverables</u>
-------------------------	--------------------	------------------------------

By: _____
Name: _____
Title: _____
Date: _____



RAMSEY COUNTY

Solicitation Attachments

INMATE COMMISSARY SERVICES

RFP-SHRF-23668

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Attachment I - Responder Declarations

The undersigned certifies, to the best of their knowledge and belief, that:

- a. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
- b. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- c. **Non-Collusion Certification.** 1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and, 2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the appropriate authorities for investigation and appropriate action.
- d. **Conflict of Interest.** Contractor certifies there are no actual, potential, or perceived conflicts of interest regarding this RFP or in submission of their proposal; or alternatively, a statement has been included in the response explaining any conflict of interest and how to avoid, mitigate or neutralize the conflict.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Contractor Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

Email Address: _____

Attachment J - Contractor Information Form

Ramsey County requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response may result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name: _____
2. Name of CEO(s), Company President(s), or Executive Director(s):

3. Telephone Number: _____
4. Email Address: _____
5. Address: _____
6. City: _____
7. State: _____
8. Zip Code: _____
9. If your company is a Certified Small Business Enterprise please list your certification number:

10. If your company is a Veteran Small Business Enterprise please list your certification number:

Solicitation Response Contact:

1. Name: _____
2. Telephone Number: _____
3. Email Address: _____
4. Address: _____
5. City: _____
6. State: _____
7. Zip Code: _____

Attachment K - Contractor Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Signature of Certifying Official: _____

Print Name: _____

Title: _____

Date: _____

Attachment L - Contractor Reference Form

Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation. Emphasis should be given to providing references that are governmental organizations of similar size to the County that you have provided services to in the past 5 years. The County may request additional references from Responder.

1. First Reference

- Company Name: _____
- Contact Name and Title: _____
- Telephone Number: _____
- Email Address: _____
- Description of Work Completed:

2. Second Reference

- Company Name: _____
- Contact Name and Title: _____
- Telephone Number: _____
- Email Address: _____
- Description of Work Completed:

3. Third Reference

- Company Name: _____
- Contact Name and Title: _____
- Telephone Number: _____
- Email Address: _____
- Description of Work Completed:

Attachment M - Exceptions to Terms and Conditions Form

Any exceptions to the Attachments, Exhibits, Contract Terms, or Solicitation Terms of this solicitation document, will be submitted by the Responder as part of their proposal response. Responder will include contract term and reference with their alternative language. The County has no obligation to accept or agree to any such exceptions requested by the Responder in the resulting Agreement. If the Responder does not have any exceptions, a statement must be provided. If the Responder does not include this form, this will indicate that there are no exceptions.

Instructions

List all exceptions to County terms and conditions, attachments and exhibits (including those found in the attached sample contract, if any). Reference the actual number of the County’s term and condition and the page number for which an exception(s) is being taken. If no exceptions exist, state “NONE” specifically on the form below. (Add additional pages if necessary.)

Term and condition number/provision and page #	Explanation of exception



RAMSEY COUNTY

Solicitation Exhibits

INMATE COMMISSARY SERVICES

RFP-SHRF-23668

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Exhibit 1 - General Contract/Agreement Terms and Conditions

1.1. Contract Term and Schedule

Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

1.2. Payment

1.2.1.

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

1.2.2.

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

1.3. Application for Payments

1.3.1.

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

1.3.2.

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

1.3.3.

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.

1.3.4.

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.

1.3.5.

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

1.3.6.

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

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

1.4. 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.

1.5. Successors, Subcontracting and Assignment

1.5.1.

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.

1.5.2.

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.

1.5.3.

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.

1.6. Compliance With Legal Requirements

1.6.1.

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.

1.6.2.

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.

1.7. Data Practices

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1.7.1.

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.

1.7.2.

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.

1.8. Security

1.8.1.

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.

1.8.2.

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.

1.8.3.

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.

1.8.4.

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.

1.8.5.

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

1.9. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

1.10. Contractor's Insurance

1.10.1.

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

1.10.2.

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

contracting department evidencing such coverage to the County throughout the term of this Agreement.

1.10.3.

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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.

1.10.3.1.

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

1.10.4. Workers' Compensation

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

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

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

1.10.5.

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.

1.10.6.

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.

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1.10.7.

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.

1.10.8.

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.

1.10.9.

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.

1.10.10.

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-.

1.10.11.

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.

1.10.12.

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.

1.10.13.

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

1.11. Audit

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

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1.12. Notices

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

County: TBD
Contractor: TBD

1.13. Non-Conforming Services

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

1.14. Setoff

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

1.15. Conflict of Interest

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

1.16. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is

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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.

1.17. Force Majeure

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

1.18. Unavailability of Funding - Termination

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

1.19. Termination

1.19.1.

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

1.19.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, 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.

1.19.3.

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.

RFP-SHRF-23668 Inmate Commissary Services

1.20. Interpretation of Agreement; Venue

1.20.1.

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

1.20.2.

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

1.21. Warranty

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

1.22. Infringement

1.22.1.

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

1.22.2.

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

1.23. Ramsey County Cooperative Contract

The resulting contract will be a Ramsey County Cooperative Contract available to all Ramsey County departments.

1.24. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

1.25. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

1.25.1.

Contracts and subcontracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

1.25.2.

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

1.25.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

1.25.4.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research

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work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

1.25.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

1.26. 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.

1.27. 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.

1.28. 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.

1.29. Special Contract Terms and Conditions

1.29.1. Payment Card Industry Compliance

Contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor shall provide a current copy of the attestation of compliance (AOC) and shall provide annually. All Point of Interaction (POI) devices must meet the Payment Card Industry (PCI) PIN Transaction Security (PTS) requirements and be included in the PCI PIN transaction devices list. In order for these devices to transmit cardholder data on the Ramsey County network these devices must meet the PCI Point-To-Point Encryption (P2PE) standards

1.29.2. Contractor's Personnel

Contractor shall ensure that during the term of the resulting Agreement, it has adequate staff of competent personnel to perform the services and provide the Deliverables set forth in the Agreement. The County may, at any time, request in writing, the withdrawal or replacement of any personnel assigned to an SOW and such request shall not be unreasonably refused by the Contractor. The Contractor shall not replace or withdraw any personnel assigned to the Agreement without prior written consent of the County.

1.29.3. Identity of Subcontractors

The identity of all subcontractors who will work on the Project shall be disclosed in the Contractor's Proposal. If during the performance of the resulting Agreement, the Contractor intends to enter into any further subcontracts it shall only be with the prior written approval of the County, and subject to such conditions and provisions as the County may deem necessary.

1.29.4. Prison Rape Elimination Act (PREA)

Contractor and staff will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. § 15601 et seq.), which establishes a zero-tolerance standard against sexual assault, and with all applicable PREA Standards including background checks, county policies related to PREA and county standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse with Facilities/Client Services owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" the county will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and county PREA policies may result in termination of the Agreement.

1.29.5. CJIS Requirements

The County has electronic access to state and federal databases containing unencrypted and confidential Criminal Justice Information ("CJI"). These databases are managed by the Minnesota Bureau of Criminal Apprehension ("BCA") which requires that anyone who could have 'logical and physical access to CJI' must submit to a fingerprint-based record check ("Covered Individuals"). This includes not only those who actually have authorization to access CJI from their desktop computers, but also includes those who receive the CJI for any reason and those who do not receive CJI but are or could be in the general physical proximity of those who do receive it. This includes both a Contractor's employees and sub-contractors.

Covered Individuals must contact the BCA at BCACJISSATScreening@state.mn.us to complete the vendor screening program. Covered Individuals must complete the program and obtain approval prior to accessing any CJIS data under the resulting Agreement.

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Upon receipt of the record checks, the County will evaluate them to determine, in the County's sole discretion, whether the individual may provide services to the County pursuant to the resulting agreement. The County may require Covered Individuals to submit to a background check every five years

Additionally, Contractor and all applicable employees and/or subcontractors must be in compliance with all applicable data security rules and regulations. Contractor must maintain an overall understanding and provide the current level of compliance with Federal Bureau of Investigation's Criminal Justice Information Services (FBI CJIS) Security Policy 5.4, and related security policy(ies) or its successor version(s), including the *CJIS Security Addendum, Exhibit 4* and the *CJIS Security Addendum Certification, Exhibit 3* as well as the Minnesota Bureau of Criminal Apprehension's Minnesota Justice Information Services (BCA MNJIS) security requirements outlined in FBI CJIS requirements document(s) and BCA Security Policy 5050, or its successor version(s). **Exhibit 3** and **Exhibit 4** are attached and made a part of this RFP.

1.29.6. HIPAA Compliance

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

b.) Because the Contractor's function or service, described in **RFP Section 4, Scope of Services**, will involve the disclosure of Protected Health Information (PHI) by the County, or the creation, use or disclosure of PHI by the Contractor on behalf of the County, the County (Covered Entity) is required to enter into a separate Business Associate Agreement (BAA) with the Contractor (Business Associate). The BAA ensures that the Contractor's performance under the resulting contract (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, the Contractor agrees to the terms and conditions of the BAA, attached hereto and made a part of this RFP as **Exhibit 5**, and the parties further agree that the electronic approval of the resulting contract also constitutes approval of the BAA.

Exhibit 2 - Contracting for Equity

1.1. 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.

1.2. 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

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become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

1.3. Equal Employment Opportunity and Civil Rights

1.3.1.

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.

1.3.2.

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

1.3.3.

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:

1.3.3.1.

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

1.3.3.2.

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

1.3.3.3.

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.

1.4. Diverse Workforce Inclusion Resources

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

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

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

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

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

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

Exhibit 3 - CJIS Security Addendum

This Security Addendum is an agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Sheriff's Office and [contractor name]. This Security Addendum is in support of a contract between the Contracting Government Agency and the Contractor for the provision of services that require compliance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Systems Security Policy (CJIS Security Policy).

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

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

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

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

1.0 Definitions.

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

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

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

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2.00 Responsibilities of the Contracting Government Agency.

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

3.00 Responsibilities of the Contractor.

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

4.00 Security Violations.

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

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

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

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

5.00 Audit.

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

6.00 Scope and Authority.

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

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

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

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

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

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 23606

[Vendor Name]

[Agency Name]

Signature of officer

Signature

Printed Name & Title

Printed Name & Title

Date

Date

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Exhibit 4 - CJIS Security Addendum Certification

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than the execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative Date

Organization and Title of Contractor Representative

Exhibit 5 - Business Associate Agreement

This Business Associate Agreement (“BA Agreement”) is referenced by and incorporated within Agreement # _____ (the “Service Agreement”) between Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Community Human Services Department, 160 E. Kellogg Blvd, St. Paul, MN 55101 AND/OR the St. Paul-Ramsey County Department of Public Health, 555 Cedar St., St. Paul, MN 55101 ("Covered Entity") and _____ ("Business Associate") (each a "Party" and collectively the "Parties").

Recitals

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

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

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

- (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.

2. **Representations, Acknowledgements, & Satisfactory Assurances of Business**

Associate. Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Service Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Service Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.

3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:

- (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
- (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
- (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
- (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
- (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of

electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

- (f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.
- (g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:
 - (1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and
 - (2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and
 - (3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.
- (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules at 45 C.F.R. Part 164.402 excludes the following circumstances and therefore Breach notice requirements do not apply:
 - (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such

information.

- (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.
 - (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.
 - (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.
 - (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.
 - (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
 - (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.
4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:
- (a) the applicable notice of privacy practices that Covered Entity produces in

accordance with 45 C.F.R § 164.520 and material changes to such notice over time;

- (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
- (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

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

6. **Term and Termination.**

- (a) Term. The Term of this BA Agreement shall be effective as of the Effective Date listed below, and shall continue until terminated as provided herein.
- (b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Service Agreement.
- (c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.
- (d) Upon Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that

it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.

- (2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.
8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.
9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the following addresses:

if to Covered Entity, addressed to:

Karen Saltis
Privacy Officer
Ramsey County Community Human Services Dept.
160 E. Kellogg Blvd., Rm. 9305
St. Paul, MN 55101

OR

Chris Bogut
Privacy Officer
St. Paul-Ramsey County Department of Public Health
555 Cedar St.
St. Paul, MN 55101

if to Business Associate, addressed to:

Name

Title

Address

City, State, Zip

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

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

Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

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

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

Sponsor: Sheriff's Office

Meeting Date: 2/18/2025

Title: Request for Proposals for Commissary Services

File Number: 2025-046

Background and Rationale:

The Sheriff's Office operates the Adult Detention Center (ADC), commonly referred to as the Ramsey County jail. The ADC is a 500-bed pre-trial facility providing safe and secure detention services to individuals following their arrest until a court disposition is reached. As required by law and to support individuals who are in-custody, a variety of services are provided, including but not limited to healthcare services (i.e., medical, dental, and mental health), educational programming, and other opportunities. Commissary (vending), trust accounting, food service, and communication services are also provided.

On February 18, 2025, the Sheriff's Office plans to issue a Request for Proposals (RFP) for commissary services for individuals in-custody at the ADC. The RFP is seeking responses from qualified contractors to provide commissary services within a detention environment. Commissary services allow for the purchase of non-essential items, such as candy, pop, treats or other items, from specialized vending machines. Family or friends can deposit funds to an individual's account for the purchases of non-essential vending items. It is important to note that individuals in-custody do not pay for day-to-day needs such as food, clothing, toiletries, programming, or medical and dental care. Commissary services also supply indigent items at no-cost to individuals in-custody.

The costs associated with providing commissary services are covered by the prices charged. Historically, the county has also collected revenue associated with commissary services, which has offset the need for additional tax levy funding. Revenue has been estimated at approximately \$150,000 annually. Consistent with the county's work to reduce and eliminate criminal fines and fees, any commissary service fees will be reviewed as part of future contract negotiations.

The Sheriff's Office will return to the Ramsey County Board of Commissioners for approval of the resulting agreement following the county's procurement evaluation and selection process.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Authorize the issuance of Request for Proposals for commissary services for individuals in-custody in accordance with the county's procurement policies and procedures.
2. Direct staff to return to the Ramsey County Board of Commissioners with a recommendation for selection for a contractor.

A motion to approve was made by Commissioner Jebens-Singh, seconded by Commissioner McGuire.

Motion passed.

Aye: - 6: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

By: Jason Yang
Jason Yang, Interim Chief Clerk - County Board

Item Number: 2025-054

Meeting Date: 2/18/2025

Sponsor: Housing Stability

Title

Grant Acceptance and Agreement to Comply with the Terms of the Agreement with the United States Department of Housing and Urban Development and the city of Saint Paul for the Emergency Solutions Grant

Recommendation

1. Accept a grant award and approve a grant agreement with the United States Department of Housing and Urban Development and the city of Saint Paul for the Emergency Solutions Grant upon execution, through September 2, 2026, in the amount of \$591,281.
2. Authorize the Ramsey County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

The federal Department of Housing and Urban Development (HUD) distributes the Emergency Solutions Grant (ESG), a formula grant program, to local governmental units for emergency shelter, street outreach, homelessness prevention, and rapid re-housing. Since 2019, the city of Saint Paul has been transferring the full grant amount to Ramsey County as the sub-recipient of the ESG funds. The Joint Powers Agreement between Ramsey County and the city requires that the county agree to the terms of ESG grant agreements between HUD and the city, including the attached agreement covering September 3, 2024, through September 2, 2026, numbered E-24-MC-27-0007. Ramsey County is responsible for selecting service providers, complying with federal requirements, managing agreements and performance of sub-recipients, and aligning ESG with the Heading Home Ramsey Continuum of Care.

Ramsey County Housing Stability and the city of Saint Paul amended their Joint Powers Agreement to include language stating that in Year Two, ESG applicants who are funded in Year One will be required to complete a Letter of Interest in place of a full solicitation response.

A full solicitation process for the 2025 program year will occur by late February 2025. All ESG applicants (as well as potential new applicants) will be required to apply.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

In Ramsey County, individuals identifying as American Indian or African American are 14 and 8 times, respectively, more likely to experience homelessness than their white counterparts. Recent data from the single adult shelters indicates that 44% of shelter users are Black/ African American, 33% White, 3% American Indian, 6% LatinX, and 2% Asian with 5% unknown and 7% multiple races.

Community Participation Level and Impact

Heading Home Ramsey is a community-wide partnership committed to the goal of ending homelessness in the cities and neighborhoods of Ramsey County. This is a coalition comprised of residents, social service

providers, housing providers, philanthropic partners, business, community, and government working together. The Joint Powers Agreement aligns ESG funding with Heading Home Ramsey's community-driven priorities and bring greater community review of the subrecipient application and selection process.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding for this grant is included in the 2025 Housing Stability Budget.

Last Previous Action

On February 27, 2024, the Ramsey County Board of Commissioners approved an Amendment to the Joint Powers Agreement with the city of St. Paul for the Emergency Solutions Grant (Resolution B2024-034).

Attachments

1. Funding Approval Agreement - Emergency Solutions Grant Program.
2. Amended and Restated Joint Powers Agreement - Saint Paul and Ramsey County

Funding Approval/Agreement

Emergency Solutions Grants Program
 Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act,
 42 U.S.C. 11371 et seq.
 Assistance Listing Number 14.231

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development

1. Recipient Name and Address CITY OF ST. PAUL 25 WEST FOURTH STREET 1400 CITY HALL ANNEX ST. PAUL, MN 55102		2. Unique Federal Award Identification Number: E-24-MC-27-0007
		3. Tax Identification Number: 416005521
		4. Unique Entity Identifier: SHQDV94JYMU4
5. Fiscal Year (yyyy): 2024		
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)		\$ 0
7. Amount of Funds Obligated or Deobligated by This Action (+ or -)		\$591,281
8. Total Amount of Federal Funds Obligated		\$591,281
9. Total Required Match		
10. Total Amount of Federal Award Including Match		
11. Start Date of Recipient's Program Year (06/01/2024)	12. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy)	13. Period of Performance and Budget Period Start Date/ Federal Award Date (the date listed in Box 19 for initial Fiscal Year allocation) (mm/dd/yyyy) 9/3/2024
14. Type of Agreement (check applicable box) <input type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)		15. Specific Conditions <input type="checkbox"/> Not applicable <input checked="" type="checkbox"/> Attached
		16. Period of Performance and Budget Period End Date (24 months after the date listed in Box 13) (mm/dd/yyyy) 9/2/2026

General Terms and Conditions: This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) and is subject to the applicable appropriations act for the specified Fiscal Year. The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any specific conditions HUD applies under 2 CFR 200.208, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD. The Recipient must complete the Addendum to Agreement "Recipient Indirect Cost Rate(s)" and return it to HUD with this Agreement. The addendum HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Recipient must immediately notify HUD upon any change in the Recipient's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary. The funds may be used for costs incurred before the Budget Period under the conditions specified in HUD Notice CPD-24-01 or another prior written approval by HUD, or if the Recipient is not covered by Notice CPD-24-01, under the condition that the costs are otherwise allowable and were incurred on or after the date listed in box 11, the date listed in box 12, or 90 calendar days before the date in box 13 (whichever is later). The Recipient agrees to assume responsibility for environmental review, decision making, and action under 24 CFR Part 58; except that if the Recipient is a state and distributes funds to a unit of general local government, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 CFR 58.4. To the extent authorized by applicable law, HUD may, by its execution of an amendment, deobligate funds under this Agreement without the Recipient's execution of the amendment or other consent. The Recipient must comply with the applicable requirements at 2 CFR part 200, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in 24 CFR part 576, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the part 200 requirements as replaced or renumbered by the part 200 amendments. The Recipient must comply with the Award Term in Appendix A to 2 CFR Part 25, "System for Award Management and Universal Identifier Requirements," and the Award Term in Appendix A to 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information." If the amount in Box 8 exceeds \$500,000, the Recipient must comply with Appendix XII to 2 CFR part 200—Award Term and Condition for Recipient Integrity and Performance Matters. The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Recipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. Despite any requirements that provide otherwise, youth aged 24 and under who seek assistance (including shelter, services or rental assistance) shall not be required to provide third-party documentation that they meet the homeless definition in 24 CFR 576.2 as a condition for receiving assistance, and unaccompanied youth aged 24 and under (or families headed by youth aged 24 and under) who have an unsafe primary nighttime residence and no safe alternative to that residence shall be considered homeless for purposes of assistance provided by any private nonprofit organization whose primary mission is to provide services to youth aged 24 and under and families headed by youth aged 24 and under. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of

Addendum # 1 to Agreement # E-24-MC-27-0007

Recipient's Indirect Cost Rate(s)

As the duly authorized representative of the Recipient, I certify that the Recipient:

- Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
Planning and Econ Development	69.93 %	MTDC
Parks	16.09 %	MTDC
City Attorney Office	32.86 %	MTDC

Name of Authorized Official:

Jaime Tincher

Signature:

X Jaime Tincher

Date (mm/dd/yyyy):

9 16 24

Title:

Deputy Mayor

Instructions for the Recipient's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E, and Appendix VII to Part 200.

AMENDED AND RESTATED JOINT POWERS AGREEMENT

Between City of Saint Paul And Ramsey County For Emergency Solutions Grant Administration

I. INTRODUCTION:

The City of Saint Paul (hereinafter the “City”) and Ramsey County (hereinafter the “County”), agree on this ____ day of _____ to enter into this Amended and Restated Joint Powers Agreement (hereinafter the “JPA” or “Agreement”) pursuant to Minnesota Statutes 471.59 for the purpose of providing for the administration of the Emergency Solutions Grant (hereinafter “ESG”) program (the “Program”) activities funded by the Department of Housing and Urban Development (hereinafter “HUD”). The City and County each a “Party” and collectively the “Parties.”

Recitals

WHEREAS, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378), revising the Emergency Shelter Grants Program in significant ways and renaming it the Emergency Solutions Grants (ESG) program (the “ESG Program” or “Program”); and

WHEREAS, the City is an entitlement grantee and recipient of ESG Program funding (the “ESG Award”); and

WHEREAS, the City and County are parties to that certain Joint Powers Agreement, dated December 17, 2019 (the “Original JPA”), under which the County, as an instrumentally of the City, selects ESG subrecipients, enters into contracts with selected ESG subrecipients, and provides for the administration of the City’s ESG Award on behalf of the City; and

WHEREAS, the City and County desire to amend the scope of the Original JPA to allow the County to directly carry out ESG activities and for the County to be reimbursed for said activities with City ESG Award funds.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as of the date first written above, the Original JPA is amended, restated, and replaced in its entirety by this JPA as follows:

II. PERFORMANCE AND FUNDING:

The County, through its employees, agents or contractors, will provide the services described in Section III of this JPA on behalf of City. The City, through its employees, agents or contractors, will provide the services described in Section IV herein.

The time of performance of this JPA shall be from the date first in the Original JPA and continue until August 31, 2024 (the “Initial Term”). Upon expiration of the Initial Term, the time of performance of this JPA shall automatically extend for five (5) two-year periods (the “Extension Periods”), unless either Party provides written notice to the other Party at

least ninety (90) days in advance of the end of any Extension Period that it does not wish to extend the time of performance.

III. COUNTY AGREES TO:

1. Carry out Program activities, either directly or through the use of subrecipients, and comply with Grant Agreement No. E-19-MC-27-0007 (CFDA No. 14.231) dated June 2019, between City and HUD, attached hereto as **Exhibit A**, and any subsequent ESG Program Grant Agreements entered into between City and HUD during the time of performance of this JPA (collectively the “Grant Agreement”), all applicable federal, state, and local laws and rules governing the services performed and funds provided under this JPA, including but not limited to the HEARTH Act, ESG Program regulations (24 C.F.R. Part 576), the Uniform Administrative Requirements (2 C.F.R. 200), the City’s Consolidated Plan submissions, and the City’s Emergency Solutions Grant Program Manual, as such may be amended from time to time (collectively the “ESG Requirements”).
2. Beginning with Fiscal Year 2023 (FY23), the solicitation process for the Emergency Solutions Grant will adopt a continual or ‘rolling’ solicitation format. The solicitation process will be open for a two-year time frame, after which a new two-year time frame will begin every two years for as long as this Agreement is in force. All applicants are required to complete a full solicitation response in Year One of each two-year time frame. In Year Two, applicants who were funded in Year One and seek Year Two funding may complete a Letter of Interest (LOI) instead of a full solicitation response. All new applicants in Year Two of each two-year time frame will be required to complete a full solicitation response.
3. Select Grant subrecipients competent to implement the Program. County will use the same selection process used by Heading Home Ramsey Continuum of Care to select subrecipients. The County will invite City staff to participate in the selection process.
4. Enter into contracts with the selected subrecipients (hereinafter “Subrecipient Agreements”). All Subrecipient Agreements must comply with the ESG Requirements. The Subrecipient Agreements must be separate from any contracts for the implementation of Program funds provided by HUD to County.
5. County shall ensure, or contract with the subrecipients to ensure, that the Program is administered in accordance with all applicable laws, regulations, and standards.
6. Manage the performance of each subrecipient under the applicable Subrecipient Agreement.
7. Submit reimbursement requests to City pursuant to Paragraph V hereof.
8. Use HMIS to collect data and report on Program outputs and outcomes as required by HUD. Work with the City to submit data reports as required to HUD.
9. Obtain Unique Entity Identifiers for all subrecipients and confirm Central Contractor Registration for all subrecipients.
10. Violence Against Women Act (VAWA)
Incorporate the Violence Against Women Act (VAWA) Reauthorization of 2022 into all subrecipient agreements, including but not limited to the Right to Report Crime and

Emergencies from one's home provision that can be found at 34 U.S.C. 12495.

11. Conduct the initial, quarterly, and annual reporting requirements with respect to activities funded with the Program.
12. Respond to any HUD, City, and County communications, investigations, or audits.
13. Monitor performance measures for subrecipients and program compliance in accordance with the scope of services on all Subrecipient Agreements. The performance measures for each contract shall be those included in City's HUD Consolidated Plan and the Heading Home Ramsey Continuum of Care. Program compliance shall be compliance with ESG requirements. County will report and share results of compliance and performance to City representatives and work with City representatives to resolve any issues identified as subrecipient deficiencies.
14. Administer any other elements of the Program not specifically administered by City pursuant to Section IV hereof.

IV. CITY AGREES TO:

1. Provide information to County that is required for County to undertake the activities articulated in Section III.
2. Manage the HUD application process for the Program.
3. When feasible, provide notification of funding ninety (90) days prior to any Extension Period.
4. Enter into the Grant Agreement.
5. Manage all activities relating to the Program in the IDIS System.
6. Provide representation at all meetings where necessary.
7. Coordinate and consult with the appropriate County staff about any and all Project activities.
8. Risk rate and monitor the County in accordance with City subgrantee monitoring policies and ESG Requirements.
9. Disburse ESG Award funds to County, as provided by the procedure articulated herein, including eligible administrative fees subject to the provisions of 24 CFR 576.108.

V. DISBURSEMENT PROCEDURE:

City will draw down ESG Award funds from IDIS and disburse them to County to reimburse allowable costs of eligible Program activities undertaken by the County and subrecipients under Subrecipient Agreements described in Section III of this JPA in accordance with the following disbursing procedures:

- (a) For each Program activity and/or Subrecipient Agreement, at least quarterly, but no more often than monthly, County will submit to City a Reimbursement Request

in the form attached hereto as **Exhibit B**, duly executed on behalf of County, setting forth the information requested therein.

- (b) At the time of submission of each Reimbursement Request, County shall submit such supporting evidence as may be requested by City to substantiate all payments that are to be made under the relevant Reimbursement Request and/or to substantiate all payments then made with respect to the ESG Award funds.
- (c) City will advance ESG Award funds pursuant to 24 CFR 85.21(c), provided County and applicable subrecipient(s) demonstrate an ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by County and/or subrecipient.
- (d) No charges may be applied to the ESG Award beyond the expenditure deadline contained in the applicable Grant Agreement, subject to extension if allowed by HUD.

VI. ACCOUNTING STANDARDS, RECORDS, AUDIT REVIEW, AND INSPECTIONS:

- (a) County agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles (GAAP) to properly account for expenses incurred under this JPA. The County shall ensure that all payments are made in accordance with applicable federal, state, and local laws. The County shall maintain appropriate segregation of duties for payment processing and related financial transactions.
- (b) Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, the County will retain all records pertinent to expenditures incurred under this JPA in a legible form for a period of six (6) years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this JPA shall be retained for six (6) years after final disposition of such property.
- (c) County agrees that City, the Minnesota State Auditor, HUD, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of County and involve transactions relating to this JPA.

VII. MERGER AND MODIFICATION:

- (a) It is understood and agreed that the entire agreement between the Parties is contained herein and that this JPA supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All Exhibits and ESG Requirements referenced in this JPA are incorporated herein by reference and deemed to be a part of this JPA.
- (b) Any alterations, variations, modifications, or waivers of provisions of this JPA shall only be valid when they have been reduced to written as an amendment to this

JPA signed by both Parties.

VIII. DEFAULT AND CANCELLATION:

It is a default of this JPA if either Party fails to perform any of the provisions of this JPA or so fails to administer the work as to endanger the performance of the JPA. In such case of default, this JPA may be cancelled as provided for herein. In the event of a default by County, City may refuse to disburse ESG Award funds under Section V until such default is cured.

IX. INDEPENDENT CONTRACTOR:

County shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting County as the agent, representative or employee of City for any purpose or in any manner whatsoever. County is to be and shall remain an independent contractor with respect to all services performed under this JPA. Any and all personnel of County or other persons while engaged in the performance of any work or services required by County under this JPA shall have no contractual relationship with City, and shall not be considered employees of City.

X. ACTS AND OMISSIONS:

Pursuant to Minn. Stat. § 471.59, Subd. 1a.(a) each Party to this JPA will be responsible for its own acts and omissions and those of its officers, agents, and employees with respect to any claims, lawsuits, or expenses for personal or property damages, losses or injuries, resulting from any activities undertaken pursuant to this JPA. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each party is entitled to by law. The provisions of Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against City and/or County as a result of this JPA

XI. CODE OF ETHICS:

Pursuant to Chapter 24 of the Saint Paul Administrative Code, both the City and County must comply with City's Code of Ethics. The County affirms that to the best of its knowledge, the County's involvement in this Agreement does not result in a conflict of interest. Should any conflict or potential conflict of interest become known to the County, the County shall immediately notify the City of the conflict or potential conflict, specifying the part of this JPA giving rise to the conflict or potential conflict. Unless waived by the City, a conflict or potential conflict may, in the City's reasonable discretion, be cause for cancellation or termination of this Agreement

XII. DISTRIBUTION OF ASSETS:

Upon termination of this JPA, any Grant proceeds in the possession of County shall be returned to City.

XIII. MISCELLANEOUS:

- (a) Amendments. This JPA may be amended at any time by written agreement of both parties.

- (b) No New Entity or Joint Board. Nothing in this JPA shall be construed as the creation of a new governmental body or a joint board, as that term is used in Minnesota Statutes Section 471.59.
- (c) Electronic Signatures and Documents. To facilitate execution of this JPA, the facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

[INTENTIONALLY LEFT BLANK - SIGNATURES TO FOLLOW]

The Saint Paul City Council and the Ramsey County Board of Commissioners having duly approved this JPA, and pursuant to such approval, the proper City and County officials having signed this JPA, the Parties hereto agree to be bound by the provisions set forth herein.

EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE:

CITY OF SAINT PAUL

By: Jaime Rae Tincher
Jaime Rae Tincher (Feb 29, 2024 11:26 CST)

Mayor or Deputy Mayor

By: [Signature]

Director, Office of Financial Services

By: Nicolle Goodman
Nicolle Goodman (Feb 29, 2024 11:09 CST)

Director, Planning & Economic Development

RAMSEY COUNTY

By: [Signature]
Trista L Martinson (Feb 28, 2024 17:07 CST)

Trista Martinson, Chair
Ramsey County Board of Commissioners

By: Mee Cheng

Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

By: [Signature]

Director, Housing Stability

APPROVED AS TO FORM:

Daniel D. Stahley
Dan Stahley (Feb 28, 2024 17:25 CST)

Assistant City Attorney

APPROVED AS TO FORM:

Brad Cousins
Brad Cousins (Feb 27, 2024 12:20 CST)

Assistant County Attorney

AMENDED AND RESTATED JOINT POWERS AGREEMENT - Saint Paul and Ramsey County (1.02.2024) 2 (002)

Final Audit Report

2024-02-29

Created:	2024-02-21
By:	Thea Gaither (Thea.Gaither@ci.stpaul.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIHKqpscsie3P939LC86UUC--3-J-rnJD

"AMENDED AND RESTATED JOINT POWERS AGREEMENT - Saint Paul and Ramsey County (1.02.2024) 2 (002)" History

-  Document created by Thea Gaither (Thea.Gaither@ci.stpaul.mn.us)
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-  Document emailed to bradley.cousins@co.ramsey.mn.us for signature
2024-02-21 - 9:10:32 PM GMT
-  Email sent to peter.leggett@ci.staul.mn.us bounced and could not be delivered
2024-02-21 - 9:10:47 PM GMT
-  Email viewed by bradley.cousins@co.ramsey.mn.us
2024-02-22 - 8:59:02 PM GMT
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2024-02-27 - 6:20:42 PM GMT
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-  Email viewed by Dan Stahley (dan.stahley@ci.stpaul.mn.us)
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2024-02-29 - 5:09:04 PM GMT
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Signature Date: 2024-02-29 - 5:14:28 PM GMT - Time Source: server

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2024-02-29 - 5:14:30 PM GMT

 Email viewed by jaime.tincher@ci.stpaul.mn.us

2024-02-29 - 5:25:50 PM GMT

 Signer jaime.tincher@ci.stpaul.mn.us entered name at signing as Jaime Rae Tincher

2024-02-29 - 5:26:07 PM GMT

 Document e-signed by Jaime Rae Tincher (jaime.tincher@ci.stpaul.mn.us)

Signature Date: 2024-02-29 - 5:26:09 PM GMT - Time Source: server

 Agreement completed.

2024-02-29 - 5:26:09 PM GMT

Sponsor: Housing Stability

Meeting Date: 2/18/2025

Title: Grant Acceptance and Agreement to Comply with the Terms of the Agreement with the United States Department of Housing and Urban Development and the city of Saint Paul for the Emergency Solutions Grant

File Number: 2025-054

Background and Rationale:

The federal Department of Housing and Urban Development (HUD) distributes the Emergency Solutions Grant (ESG), a formula grant program, to local governmental units for emergency shelter, street outreach, homelessness prevention, and rapid re-housing. Since 2019, the city of Saint Paul has been transferring the full grant amount to Ramsey County as the sub-recipient of the ESG funds. The Joint Powers Agreement between Ramsey County and the city requires that the county agree to the terms of ESG grant agreements between HUD and the city, including the attached agreement covering September 3, 2024, through September 2, 2026, numbered E-24-MC-27-0007. Ramsey County is responsible for selecting service providers, complying with federal requirements, managing agreements and performance of sub-recipients, and aligning ESG with the Heading Home Ramsey Continuum of Care.

Ramsey County Housing Stability and the city of Saint Paul amended their Joint Powers Agreement to include language stating that in Year Two, ESG applicants who are funded in Year One will be required to complete a Letter of Interest in place of a full solicitation response. A full solicitation process for the 2025 program year will occur by late February 2025. All ESG applicants (as well as potential new applicants) will be required to apply.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Accept a grant award and approve a grant agreement with the United States Department of Housing and Urban Development and the city of Saint Paul for the Emergency Solutions Grant upon execution, through September 2, 2026, in the amount of \$591,281.
2. Authorize the Ramsey County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

A motion to approve was made by Commissioner Jebens-Singh, seconded by Commissioner McGuire.

Motion passed.

Aye: - 6: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong



By: Jason Yang
Jason Yang, Interim Chief Clerk - County
Board

Item Number: 2025-037

Meeting Date: 2/18/2025

Sponsor: Parks & Recreation

Title

Grant Award from Minnesota Department of Natural Resources for State Fiscal Year 2025 Conservation Partners Legacy Program

Recommendation

1. Ratify the submittal of a grant application to the Minnesota Department of Natural Resources for State Fiscal Year 2025 Conservation Partners Legacy program grant.
2. Accept and approve a grant award with the Minnesota Department of Natural Resources for State Fiscal Year 2025 Conservation Partners Legacy program grant for the Lake Josephine Enhancement Project grant for the period of grant execution through June 30, 2028, in the amount of \$172,350.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and contracts 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.

Background and Rationale

The Minnesota Department of Natural Resources (DNR) administers the Conservation Partners Legacy Grants program, funded by the Outdoor Heritage Fund, created by the Minnesota Legislature through the Clean Water Land and Legacy Amendment. For State Fiscal Year 2025, \$2,500,000 was made available for metro grants, for projects located within the seven-county metro area or within city limits of cities with a population greater than 50,000.

The DNR manages the Conservation Partners Legacy Grants program to provide competitive matching grants from \$5,000 up to \$500,000 to local, regional, state, and national non-profit organizations and government entities. Grants must restore, protect, or enhance prairies, wetlands, forests, or habitat for fish, game, or wildlife in Minnesota. A minimum of 10% match is required for all grants, which may be cash or in-kind resources and must be identified at the time of application.

Grant applications are scored based on six criteria:

- 1) Overall project value
- 2) Applicant performance
- 3) Project benefits
- 4) Public benefits
- 5) Financial assessment
- 6) Urgency

Ramsey County Parks and Recreation submitted the grant application, the Lake Josephine Enhancement Project, and was awarded \$172,350 to restore 27 acres of woodlands and prairie surrounding a high value wetland through invasive species removal and control followed by native seeding within Lake Josephine County Park located in Roseville, Minnesota. The woodland and prairie remnant are currently dominated by dense buckthorn, woody invasives, invasive garlic mustard and invasive grasses, to name a few. After the

woodland and prairie communities are healthy, they will provide much needed food and shelter for native pollinators, migratory birds and other wildlife. This restoration project will also reduce the spread of invasive species to other areas of the park, provide an improved experience for park visitors and have positive environmental impacts to the park, its neighbors, and the county.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

Lake Josephine County Park is situated within the city of Roseville, where the overall demographic shows 30% of the population identifying as people of color. This project will focus on establishing access to a critical natural resource habitat in a degraded natural area. Degraded natural resource environments cause a lack of balance which effects ecosystem services such as flood mitigation, carbon sequestration, and diversity in the living environment.

Community Participation Level and Impact

This grant award is the result of a competitive grant process through the DNR found at: <https://www.dnr.state.mn.us/grants/habitat/cpl/index.html>. Information about the completed project will be posted on the Ramsey County website: <https://www.ramseycounty.us/restorationprojects>.

After the woodland and prairie communities are healthy, they will provide much needed food and shelter for native pollinators, migratory birds and other wildlife. This restoration project will also reduce the spread of invasive species to other areas of the park and will provide an improved experience for park visitors. This type of work moves forward Ramsey County’s 2024-25 Strategic Plan of being committed leaders in the mitigation of climate change.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

The Lake Josephine Enhancement Project grant award of \$172,350 will require a match in the amount of \$17,254 for a total project cost of \$189,604. The Ramsey County Capital Improvement Projects funding will be used for the required grant match. The funds associated with this grant will expire on June 30, 2028. These funds not accounted for in the 2025 Parks budget.

Last Previous Action

None

Attachments

1. Grant Agreement

**CONSERVATION PARTNERS LEGACY GRANT PROGRAM
ENCUMBRANCE WORKSHEET
Ramsey County Parks/ Lake Josephine Enhancement 2025**

State Accounting information:

SWIFT Contract Doc. Type: GRK **SWIFT Contract #:** 262767
SWIFT Contract Line # (Annual Plans): _____ **SWIFT Purchase Order #:** 3000268725

Agency: R2901	Submitted By: David Stein	Origin: A24	Vendor #: 0000196508	Category Code: 84101501
Total Amount of Contract for ALL years:	\$172,350		Total Amount of Contract: \$ 172,350	For FY: 25
Total Amount of Contract:	For FY:	Total Amount of Contract: \$		For FY:

Contract Start Date: Upon Execution Speedchart Name: _____
 Contract Expiration Date: June 30, 2028 Speedchart Number: _____
 Grantee Name and Address: Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Parks & Recreation Department
2015 North Van Dyke Street
Maplewood, MN 55109

Did you remember to:
 Check for debarred vendor? Yes No
 Check for annual plan limit? Yes No
 Work on state lands? Yes No

PO Reference: **DS-FY25 CPL Lake Josephine Enhancement 2025**

Description: **FY2025 CPL Round 1; Ramsey County Parks, Lake Josephine Enhancement 2025. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	25	\$172,350	2300	R2936725	R296K79	441302		2W205	

Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

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STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
Ramsey County Parks/ Lake Josephine Enhancement 2025

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Parks & Recreation Department, 2015 North Van Dyke Street, Maplewood, MN 55109 ("Grantee").

Recitals

1. Under [Minnesota Laws 2024, Regular Session, Chapter 106, Article 1, Section 2, Subd. 5\(z\)](#), and [Minnesota Statute § 84.026](#) the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5. Per, [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State’s Authorized Representative to begin the work.**
- 1.2 **Expiration date:** **June 30, 2028**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.5. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee’s Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State’s Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2024, Regular Session, Chapter 106, Article 1, Section 2, Subd. 5(z), and MN Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) FY2025 Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal* (RFP) may be located [Here](#).
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must

be submitted prior to or with the request for final payment.

- 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

- 2.9 To provide Grantee up to **\$172,350** for the costs incurred for the completion of the Project.
- 2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Project Requirements

- 4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.
- 4.2 **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

- 4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.
- 4.4. **Restoration and Management Plan.** *Hereinafter known as R&M Plan.*
- (a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.
- (b) The R&M plan shall be prepared on a form provided by the State's Authorized Representative.

- 4.5 **Timely written contact of Conservation Corps Minnesota.** All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State’s Authorized Representative within 10 days of grant execution.
- 4.6 **Pollinator Best Management Practices.** Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to [Minnesota Statutes, section 84.973](#). Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.
- 4.7 **Prescribed Burning on State Lands.** For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at <https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribed-burn-handbook.pdf>.
- 4.8 **Revenues.** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

6.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State’s Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) **Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed 1% of the total awarded grant amount; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner’s Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$172,350**.

6.2 **Payment**

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2028**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf

(b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.

(c) **Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) **Federal Funds.** No Federal funds will be used.

6.3 Work assigned to the State. The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 Contracting and Bidding Requirements.

(a) **Municipalities.** Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to cost between \$25,000 and \$174,999, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in [Minn. Stat. §16C.28](#), Subd. 1, paragraph (a), clause (2).

(b) **Nonprofit Organizations.**

i. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#) consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <https://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

(e) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>.

7 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

8 Payment Procedures

8.1 **Documentation Requirements.** To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

9 Authorized Representative

The State's Authorized Representatives:

David Stein
CPL Program Coordinator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5375
david.stein@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

Project Manager	Fiscal Contact
Justin Townsend	Grace Mativo
Environmental Specialist II	Accountant

2015 North Van Dyke Street	2015 North Van Dyke Street
Maplewood, MN 55109	Maplewood, MN 55109
651-266-7277	651-266-0320
	grace.pearson@co.ramsey.mn.us

If the Grantee’s Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

10 Assignment, Amendments, Waiver, and Grant Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 10.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State’s right to enforce it.
- 10.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Liability and Insurance

- 11.1 **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney’s fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee’s agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State’s failure to fulfill its obligations under this grant contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. Grantee must meet the insurance requirements applicable to grantee’s project, as described in the FY2025 *Conservation Partners Legacy Grant Program Request for Proposal*, which is incorporated into this grant contract by reference.
- 11.3 **Worker’s Compensation.** The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers’ compensation insurance coverage. The Grantee’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State’s obligation or responsibility.

12 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 State Audits

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee’s books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14 Government Data Practices and Intellectual Property Rights

14.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

14.2 **Intellectual Property Rights.**

(a) **Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) **Obligations**

1. **Notification:** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or

license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) **Uses of the Works and Documents.**

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) **Possession of Documents.**

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Data Compatibility and Availability Requirements

15.1 **Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 **Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee’s website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

16.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State’s Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

16.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

17 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18 Accessibility and Safety

18.1 **Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.

18.2 **Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration’s website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee.

Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located [Here](#).
as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16C.0725. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16C.073.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

22 Termination

22.1 (a) **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days’ written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

22.1 (a) **Termination by The Commissioner of Administration.** The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

22.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

23 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities.

24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State’s Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State’s Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State’s Authorized Representative and the current landowner.

25 Conflict of Interest

Under the Minnesota Department of Administration’s Office of Grants Management [Conflict of Interest Policy for State Grant Making](#) (and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

Individual certifies that funds have been encumbered as required by Minn. Stat. '§ 16A.15 and 16C.05.

By: Sacia Matheson

Date: _____

Purchase Order Number:

3000268725

Contract #: 262767

3. DEPARTMENT OF NATURAL RESOURCES

By: _____

with delegated authority

Name: Kelly Straka

Title: Director, Division of Fish and Wildlife

Date: _____

2. GRANTEE

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

By: _____

Name: Rafael Ortega

Title: Chair, Ramsey County Board of Commissioners

Date: _____

By: _____

Name: Jason Yang

Title: Chief Clerk, Ramsey County

Date: _____

By: 

Name: Mark McCabe

Title: Director, Ramsey County Parks & Recreation

Date: 01/27/2025

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Approved as to from:

By: 

Its: Assistant Ramsey County Attorney

**DIVISION OF FISH AND WILDLIFE
CONSERVATION PARTNERS LEGACY GRANT**

Revision: 20191104

Data Date: December 30, 2024

PROJECT CONTACT

Project Name: Lake Josephine Enhancement 2025
Organization Name: Ramsey County Parks
Organization Type: Government
Mailing Address 1: 2015 North Van Dyke Street
City, State ZIP Code: Maplewood, MN 55109

Project Manager: Justin Townsend
Title: Environmental Specialist II
Phone: 651-266-7277
Email: justin.townsend@ramseycounty.us

PROJECT OVERVIEWSites / Location

County Name: Ramsey
Project Site Name: Lake Josephine County Park
Total Project Sites: 1
Total Project Acres: 27

Land Ownership

Primary Land Ownership: County
Additional Land Ownerships: (N/A)

Habitat

Primary Type: Forest
Additional Types: (N/A)

Activities

Primary Activity: Enhancement
Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

Grant Type: Metro
Grant Request Level: Over \$25,000

Total Grant Amount Requested:	\$172,350
Total Match Amount Pledged:	\$17,254
Additional Funding Amount:	\$0
Total Project Cost:	\$189,604

PROJECT SUMMARY

This restoration and enhancement project will improve the quality of 27 acres of degraded mixed woodland and remnant prairie communities that surround a major wetland within Lake Josephine County Park, which is located in western Ramsey County in the city of Roseville. The woodland understory is currently dominated by dense buckthorn and other woody invasives such as Siberian elm, black locust, and honeysuckle, many of which are large in size, some exceeding 20 inches DBH. The herbaceous layer also has established populations of invasive garlic mustard. Much of the remaining prairie has been invaded by woody invasive species along with reed canary grass and Kentucky blue grass. This takeover of invasives throughout the project site has led to degraded habitats with low ecological benefit in an area experiencing continued pressure from urban development and use. The primary goal is to remove non-native invasive plant species throughout the woodland and prairie areas while conserving and enhancing the existing native plant communities.

Once the woodland understory is opened up, it will provide more usable habitat for native wildlife as well as allowing more sunlight into the understory which will encourage the dormant native tree and herbaceous seed bed to sprout. Oak seedlings will be strategically planted in some of the new openings and an appropriate native seed mix will also be broadcast in targeted areas.

In the prairie area, a combination of mowing, spot treating with herbicide, prescribed fire, and overseeding will be used to eradicate woody species, set back invasive grasses, and encourage established natives to rebound.

After the woodland and prairie communities are healthy, they will provide much needed food and shelter for native pollinators, migratory birds and other wildlife. This restoration project will also reduce the spread of invasive species to other areas of the park and will provide an improved experience for park visitors.

CONSERVATION PARTNERS LEGACY GRANT

PROBLEM STATEMENT

The woodland and prairie surrounding Little Lake Josephine is currently dominated by a dense understory and herbaceous layer of non-native, invasive plants and trees which provide very limited resources for native wildlife species in an area where suitable habitat is already scarce. Prior to the establishment of invasive species, this site was mostly prairie and oak savanna, and recovery is still possible. Without completion of this project at this time, non-native, invasive plants and trees will continue to out compete native species and further degrade the site and will spread to adjacent property, causing future restoration efforts to be more difficult and costly.

PROJECT OBJECTIVES

The goal of this project is to restore and enhance habitats that increase and support native plant and animal biodiversity while also decreasing the spread of non-native, invasive plant species. Native woodland bird populations and prairie dependent species, such as butterflies, moths and bees, that currently see this area as uninhabitable will have high quality habitat provided through this restoration. Finally, the risk of spreading buckthorn, garlic mustard, and other invasives into adjacent areas, including the western portion of Lake Josephine County Park, will be greatly reduced.

The measurable results will include required buckthorn suppression performance measures that will be described in the draft specifications for the contract and must be met by the hired contractor. Any seeding completed will also be measured and warranted to ensure healthy, vigorous growing condition, and consistency and completion of coverage. During the warranty period, any spots within the seeded areas where seed has not germinated will be re-seeded. This procedure will be continued until a successful stand of vegetation is growing and accepted by the Owner's Representative.

Observable results will be the reduction of invasive species, the opening up of the woodland understory, and the creation of a healthy mixed woodland/ oak savanna/ prairie complex dominated by native species.

The cost per acre for this site was projected from the costs to complete the restoration work on similar lands in the county. This budget is similar to other projects that have been completed in Ramsey County and surrounding Metro Counties which are commonly based on state contract prices. We are beginning to move into more difficult areas to restore in terms of terrain and other challenges as many of our easiest accessible and less expensive sites have been restored. This budget is the most reasonable price to meet the objectives of the restoration project.

METHODS

Invasive woody and herbaceous species will be eradicated throughout the woodlands using a combination of forestry mowing, cut and stump treatment, and foliar spot spraying, as appropriate to reduce costs and impact to sensitive areas. Large non-native trees will be girdled and left standing unless they are along a boundary line or path that will pose a future hazard. The large trees that have the potential to be hazardous will be cut down and hauled off site. Cut woody species of smaller size will be stacked and piles will be burned on site to reduce risk of spreading invasive species as well as reducing cost. Once the area has been sufficiently cleared of invasives, selected openings will be planted with oak seedlings from MN NDR stock and over seeded with a mix of herbaceous species that can compete with buckthorn and honeysuckle resprouts.

Woody invasive species in the prairie area will be cut and stump treated in the winter and the debris will be stacked and burned or laid flat depending on the size. A prescribed burn will be planned for spring to remove the dense thatch and set back invasive grasses while encouraging the native seed bank to sprout. Mowing and spot spraying of woody resprouts and herbaceous invasives will occur throughout the growing season as they emerge. By the following winter, the site should be adequately prepared for overseeding with grass and forb species of local ecotype, ideally from the St. Paul Baldwin Plains and Moraines or the Anoka Sandplain subsections. Spot spraying of invasives will continue throughout the following spring and summer. Ramsey County will contract with reliable companies to ensure restoration work is completed as described. Most of the work will be contracted out.

EXPERIENCE / ABILITIES

Ramsey County Parks and Recreation has a long-standing history of successfully completing numerous State, local and Federal grant funded projects that have enhanced and restored woodland and prairie sites like the proposed project. Ramsey County Parks and Recreation Department owns and manages over 6,000 acres of parks and open space and is a natural resource based park system, with a goal to connect people to nature while persevering and enhancing the resources. One example of this is the Battle Creek Corridor project. This project has restored oak woodlands that are now flourishing. Work in this area has included prescribed burns, seeding, and foliar spraying of reemerging buckhorn. The site is reviewed often by the Natural Resource Manager to ensure proper growth of natives and maintenance of reemerging invasives. Throughout this past

CONSERVATION PARTNERS LEGACY GRANT

EXPERIENCE / ABILITIES *(Continued)*

growing season, the forest floor has been filling in with native herbaceous vegetation and now that the invasive woody material has been removed, the standing oaks have a chance to regenerate.

PROJECT TIMELINE

Time Frame	Goal
Winter 2025	Removal of targeted large Siberian elm and black locust, other woody invasive removal
Spring 2025	Prescribed burn of prairie area, woody and herbaceous invasive control
Summer 2025	Woody and herbaceous invasive control
Fall 2025	Woody and herbaceous invasive control
Winter 2026	Woody invasive removal, burn brush piles, seed prairie
Spring 2026	Plant oak seedlings, seed woodland areas
Summer 2026	Woody and herbaceous invasive control
Fall 2026	Woody and herbaceous invasive control
Winter 2027	Woody removal, burn brush piles
Spring 2027	Woody and herbaceous invasive control
Summer 2027	Woody and herbaceous invasive control

Estimated Project Completion Date: 2027-11-30

PROJECT INFORMATION

1. Describe the degree of collaboration and local support for this project.

Ramsey County Parks and Recreation has a long-standing history of working with local agencies in implementing the objectives to meet the goals within the Ramsey County Natural Resource Management Plan, which has been reviewed by local agencies, such as municipalities and watershed districts. In addition, the investment made for the complete restoration of Lake Josephine Parks by the State, County and investors that have donated, warrants the awarding of this project funding and continuation of this restoration project. Furthermore, the county has funds for maintenance such as continued removal of invasive species and increasing native plant diversity.

2. Describe any urgency associated with this project.

The environmental risks and restoration costs for this site will only increase over time. Given the amount of established buckthorn and garlic mustard and the expanding seed bank of invasive species, the remaining native trees and plants are at high risk. The further encroachment of invasives will continue to choke out native wildlife, will close the prairie opening, and will also spread into adjacent areas. Now is the time to take on this restoration work at Lake Josephine County Park.

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

Matching funds for the requested CPL grant in the form of cash and staff in kind has been secured and will be provided by Ramsey County. The CPL funds requested would not substitute traditional funding. While this area of Lake Josephine County Park has been identified by Ramsey County Parks and Recreation as a prime location for restoration for quite some time, ever growing budget constraints have limited our ability to complete additional habitat enhancement projects with county funds. If awarded funding, this project stands to implement the conservation ideals of all agencies and stakeholders involved.

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

There is no open public hunting on this property. Fishing opportunities exist at Lake Josephine County Park but not within this project area. This project will provide improved opportunities for members of the public to observe native woodland and prairie species of plants and wildlife.

5. Discuss use of native vegetation (if applicable).

The grass and forb seed mix being used for the prairie area will ideally be of local ecotype from the St. Paul Baldwin Plains and Moraines or the Anoka Sandplain subsections. It is imperative that the species being used for the site are historically appropriate in order to meet the goal of native prairie restoration. Oak seedlings will be introduced from MN DNR stock to increase age structure within the woodland area. A seed mix of native, herbaceous species that can compete with buckthorn and honeysuckle resprouts will be utilized to continue to suppress invasives in the woodland understory.

CONSERVATION PARTNERS LEGACY GRANT

PROJECT INFORMATION *(Continued)*

6. Discuss your budget and why it is cost effective.

The budget takes into account constraints on removal of a dense woody understory while also accounting for best practices. Machinery will be utilized wherever possible to reduce costs. Ramsey County uses a request for proposal system that will ensure the contractors abilities and cost will be in the most ideal combination. The price is more per acre than some previous projects because we are beginning to move into more difficult areas to restore in terms of terrain, density of invasive species, and other challenges as many of our easiest, less expensive, sites have been completed. This budget is the most reasonable price to meet the objectives of the restoration project. The cost per acre for this site was projected from the costs to complete similar restoration work on other Ramsey County properties.

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

Ramsey County Parks and Recreation staff provides formal conservation related education at Tamarack Nature Center and informal educational programs to local civic, conservation, and scout groups. We provide extensive information about natural resource conservation and habitat restoration on our website, signage, and handout materials. Our staff works with multiple agencies and nongovernmental organizations to conduct outreach programs associated with conservation work for clean water and wildlife habitat improvement. Recently the Parks Department hired a Program Specialist that focuses on environmental education outreach with the public.

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Grace Mativo
Title: Accountant
Email: grace.pearson@co.ramsey.mn.us
Phone: 651-266-0320

Street Address 1: 2015 North Van Dyke Street
City, State ZIP Code: Maplewood, MN 55109

Budget Details

Personnel

Name	Title / Work to be completed	Amount	Grant/Match	In-kind/Cash
Environmental Specialist	Administration	\$4,300	Grant	In-Kind
Environmental Specialist	Oak Seedlings	\$500	Grant	In-Kind

Contracts

Contractor Name	Contracted Work	Amount	Grant/Match	In-kind/Cash
TBD	Prairie maintenance	\$1,000	Grant	(N/A)
TBD	Woody invasives removal	\$78,000	Grant	(N/A)
TBD	Spraying woody resprouts	\$10,400	Match	Cash
TBD	Burning brush piles	\$10,400	Grant	(N/A)
TBD	Forest seeding	\$39,000	Grant	(N/A)
TBD	Foliar spraying herbaceous	\$5,954	Match	Cash
TBD	Prairie site preparation	\$1,500	Grant	(N/A)
TBD	Prescribed burn	\$1,000	Grant	(N/A)
TBD	Seeding prairie	\$900	Grant	(N/A)
TBD	Seed/plant oaks	\$900	Match	In-Kind
TBD	Large invasive tree removal	\$35,750	Grant	(N/A)

Additional Funding

Additional Funding Amount: \$0

Budget Overview

Item Type	Grant	Match	Total
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CONSERVATION PARTNERS LEGACY GRANT

BUDGET INFORMATION *(Continued)*

Budget Overview *(Continued)*

Item Type	Grant	Match	Total
Personnel	\$4,800	-	\$4,800
Contracts	\$167,550	\$17,254	\$184,804
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	-	-
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	-	-	-
Additional Budget Items	-	-	-
Totals:	\$172,350	\$17,254	\$189,604

SITE INFORMATION

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager.

Land Manager

Name: Mark McCabe

Phone: 651-266-0303

Organization: Ramsey County Parks and Recreation

Email: mark.mccabe@co.ramsey.mn.us

Title: Parks and Recreation Director

Site Information

Habitat: Forest

Activity: Enhancement

Land Ownership: County

(1) **Site Name:** Lake Josephine Enhancement 2025

Open to Public Hunting? No

DOW Lake #: (N/A)

Open to Public Fishing? Yes - some

Acres: 27

PLS Section: Township - 29, Range - 23W, Section - 2

NATURAL HERITAGE DATABASE REVIEW

Natural Heritage elements were found within my project site(s): Yes

Natural Heritage Sites and Managers: (N/A)

Natural Heritage Elements: (N/A)

Natural Heritage Mitigation: One Natural Heritage element was found within one mile of the site; *Emydoidea blandingii*, Blanding's Turtle. All were observed adjacent to the project site, not directly within the project site. Regardless, the contractor will be made aware of the existence and sensitivity of this element and educated on its identification so as not to cause any disturbance during the restoration project.

ATTACHMENTS

Additional Documentation

Attach additional documentation as applicable using the appropriate categories below. If you exceed the size limit while uploading, contact CPL Grant staff to discuss your options.

Supplemental Document

File Name	Description
Lake_Josephine_Enhancement_CPL_2024_Project_Map.pdf	Project Map

CONSERVATION PARTNERS LEGACY GRANT

ATTACHMENTS *(Continued)*

Supplemental Document *(Continued)*

File Name	Description
Lake_Josephine_Enhancement_CPL_2024_Project_Map_2.pdf	Project Map 2

FINAL APPLICATION SUBMISSION

- P I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.
- P I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.
- P I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.
- P I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.
- P I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.
- P I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: [Carrie Graf](#)

Organization / Agency: [Ramsey County Parks and Recreation](#)

Title: [Environmental Resources Specialist](#)

Date Signed: [September 17, 2024](#)

(CPL Grant Application ID = 2449)

Sponsor: Parks & Recreation

Meeting Date: 2/18/2025

Title: Grant Award from Minnesota Department of Natural Resources for State Fiscal Year 2025 Conservation Partners Legacy Program

File Number: 2025-037

Background and Rationale:

The Minnesota Department of Natural Resources (DNR) administers the Conservation Partners Legacy Grants program, funded by the Outdoor Heritage Fund, created by the Minnesota Legislature through the Clean Water Land and Legacy Amendment. For State Fiscal Year 2025, \$2,500,000 was made available for metro grants, for projects located within the seven-county metro area or within city limits of cities with a population greater than 50,000.

The DNR manages the Conservation Partners Legacy Grants program to provide competitive matching grants from \$5,000 up to \$500,000 to local, regional, state, and national non-profit organizations and government entities. Grants must restore, protect, or enhance prairies, wetlands, forests, or habitat for fish, game, or wildlife in Minnesota. A minimum of 10% match is required for all grants, which may be cash or in-kind resources and must be identified at the time of application.

Grant applications are scored based on six criteria:

- 1) Overall project value
- 2) Applicant performance
- 3) Project benefits
- 4) Public benefits
- 5) Financial assessment
- 6) Urgency

Ramsey County Parks and Recreation submitted the grant application, the Lake Josephine Enhancement Project, and was awarded \$172,350 to restore 27 acres of woodlands and prairie surrounding a high value wetland through invasive species removal and control followed by native seeding within Lake Josephine County Park located in Roseville, Minnesota. The woodland and prairie remnant are currently dominated by dense buckthorn, woody invasives, invasive garlic mustard and invasive grasses, to name a few. After the woodland and prairie communities are healthy, they will provide much needed food and shelter for native pollinators, migratory birds and other wildlife. This restoration project will also reduce the spread of invasive species to other areas of the park, provide an improved experience for park visitors and have positive environmental impacts to the park, its neighbors, and the county.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Ratify the submittal of a grant application to the Minnesota Department of Natural Resources for State Fiscal Year 2025 Conservation Partners Legacy program grant.
2. Accept and approve a grant award with the Minnesota Department of Natural Resources for State Fiscal Year 2025 Conservation Partners Legacy program grant for the Lake Josephine Enhancement Project grant for the period of grant execution through June 30, 2028, in the amount of \$172,350.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and contracts 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.

A motion to approve was made by Commissioner Jebens-Singh, seconded by Commissioner McGuire.

Motion passed.

Aye: - 6: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

By: 

Jason Yang, Interim Chief Clerk - County Board

Item Number: 2025-045

Meeting Date: 2/18/2025

Sponsor: Property Management & Enterprise and Administrative Services

Title

First Amendment to Lease Agreement with Maplewood Partners, LLC for Temporary Service Center Space

Recommendation

1. Approve the first amendment to the lease agreement with Maplewood Partners, LLC, PO Box 688, White Bluff, TN, 37187, for space at the Maplewood Mall, 3001 White Bear Avenue North, Suite 1034, Maplewood, MN, 55109, for the period of March 1, 2025 through March 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

Background and Rationale

In 2022, Ramsey County established a Service Center in the Maplewood Mall to offer county services in proximity to residents. Currently, Enterprise and Administrative Services offers in-person services through a service center model. The in-person model provides a wide range of assistance to those in need of county programs and services including, but not limited to, emergency rental assistance, MNsure health coverage, supplemental nutrition assistance, Minnesota family investment programs, community career labs, social services, resources for pregnant and parenting families with young children, property services, voting and voter registration, and programs for seniors and adults with no children. Workforce Solutions periodically provides access to employment guidance counseling and operates a Career Lab within the Service Center.

The existing service center space within the Maplewood Mall is currently closed and under renovation to improve the space so that it better meets the needs of the public and staff.

Property Management is near completion of renovation of the existing service center space, however one additional month is needed to complete renovation and to provide for a smooth transition in the improved space. Property Management has negotiated an additional one-month lease extension for the temporary Service Center space within the Maplewood Mall.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Maintaining Service Center availability and access to critical embedded partners (Libraries, Workforce Solutions, Financial Assistance Services) is a necessary commitment to the Maplewood community and its diverse resident population, so that residents continue to have access to basic needs services during the renovation period.

Community Participation Level and Impact

Ramsey County Enterprise and Administrative Services, in coordination with Ramsey County Workforce Solutions and Financial Assistance Services, provides engagement with the community on an on-going basis at the current Service Center location and understands the needs for services at this location. This engagement fostered the decision to remain open in a temporary Maplewood Mall location during the

renovation.

Inform

Consult

Involve

Collaborate

Empower

Fiscal Impact

The one-month lease extension is provided for the rental rate of \$5,627, and it is funded by the Enterprise and Administrative Services budget.

Last Previous Action

On July 23, 2024, the Ramsey County Board of Commissioners approved the lease agreement with Maplewood Partners, LLC, for the temporary service center space at the Maplewood Mall (Resolution B2024-135).

Attachments

1. First Amendment to Lease Agreement.

FIRST AMENDMENT TO RAMSEY COUNTY

THIS FIRST AMENDMENT TO STANDARD SHOPPING CENTER LEASE (the "Amendment") is made and entered into as of this 17th day of January, 2025, by and between Maplewood Partners LLC (the "Landlord") and Ramsey County, a political subdivision of the State of Minnesota (the "Tenant").

Recitals:

A. Landlord and Tenant entered into that Standard Shopping Center Lease Agreement dated July 11, 2024, whereby Landlord leases to Tenant and Tenant leases from Landlord that certain premises containing 5,872 square feet, commonly known as Unit 1034, 3001 White Bear Ave, St Paul, MN 55109 (the "Premises");

B. The parties wish to extend the term March 31, 2025.

Agreement:

NOW, THEREFORE, in consideration of the terms and conditions of this Amendment and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant hereby amend the Lease as follows:

- 1. Defined Terms. Except as expressly stated otherwise herein, the defined terms used herein shall be deemed to have the same meanings as set forth in the Lease.
- 2. Lease Extension. Tenant shall have their temporary lease for unit 1034 extended to March 31, 2025, with the option of month-to-month thereafter.
- 3. Minimum Annual Rent. Rent shall be defined and shall be payable, as follows: \$ 5,627.33 per month
- 4. Full Force and Effect. Except as amended hereby, the Lease shall remain unchanged and in full force and effect and is hereby ratified and confirmed in all respects. Should any of the terms of the Lease conflict with this Amendment, the terms of this Amendment shall control.
- 5. Governing Law. This Amendment shall be governed by the laws of the State of Minnesota.
- 6. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, this Amendment has been executed as of the date and year first written above.

LANDLORD:

TENANT:

Maplewood Partners LLC

Ramsey County

By:

By:

Title:

Title: Chair - Ramsey County Board of Commissioners

Ramsey County

By:

Title: Chief Clerk

Approved as to form:

Kathleen Ritter

Assistant County Attorney

Jean Krueger

Property Management



Board of Commissioners
Resolution
B2025-042

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

Sponsor: Property Management, Enterprise and Administrative Services

Meeting Date: 2/18/2025

Title: First Amendment to Lease Agreement with Maplewood Partners, LLC for Temporary Service Center Space

File Number: 2025-045

Background and Rationale:

In 2022, Ramsey County established a Service Center in the Maplewood Mall to offer county services in proximity to residents. Currently, Enterprise and Administrative Services offers in-person services through a service center model. The in-person model provides a wide range of assistance to those in need of county programs and services including, but not limited to, emergency rental assistance, MNsure health coverage, supplemental nutrition assistance, Minnesota family investment programs, community career labs, social services, resources for pregnant and parenting families with young children, property services, voting and voter registration, and programs for seniors and adults with no children. Workforce Solutions periodically provides access to employment guidance counseling and operates a Career Lab within the Service Center.

The existing service center space within the Maplewood Mall is currently closed and under renovation to improve the space so that it better meets the needs of the public and staff.

Property Management is near completion of renovation of the existing service center space, however one additional month is needed to complete renovation and to provide for a smooth transition in the improved space. Property Management has negotiated an additional one-month lease extension for the temporary Service Center space within the Maplewood Mall.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

- 1. Approve the first amendment to the lease agreement with Maplewood Partners, LLC, PO Box 688, White Bluff, TN, 37187, for space at the Maplewood Mall, 3001 White Bear Avenue North, Suite 1034, Maplewood, MN, 55109, for the period of March 1, 2025 through March 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

A motion to approve was made by Commissioner Jebens-Singh, seconded by Commissioner McGuire.

Motion passed.

Aye: - 6: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

By: Jason Yang
Jason Yang, Interim Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2025-049

Meeting Date: 2/18/2025

Sponsor: Property Management

Title

Memorandum of Understanding with the State of Minnesota Second Judicial District for Judicial Chambers Room 1630 Remodel Project

Recommendation

1. Approve the Memorandum of Understanding with the state of Minnesota, through its Second Judicial District, 15 West Kellogg Boulevard, Saint Paul, MN 55102, for county provided remodeling project services for the period upon execution through June 30, 2025.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

Background and Rationale

The Kellogg Courthouse space at the Ramsey County Courthouse/City of Saint Paul City Hall (CHCH) is in need of additional judges' chambers to provide sufficient space for the state of Minnesota's judges, and the state desires that the sixteenth-floor training room (Room 1630) in the facility be converted into judicial chambers.

An existing Memorandum of Understanding (MOU) executed between Ramsey County and the state of Minnesota Second Judicial District provides that the county is responsible for providing the Second Judicial District with the courthouse facilities at CHCH and for costs associated with renting, maintaining, operating, remodeling, insuring, and renovating the space occupied. However, due to the funding and urgency of need for the additional judicial chambers, the state has agreed to provide funding for the remodeling project presented in the current (MOU).

Ramsey County Property Management will provide the resources and project management services to execute the remodeling project.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The racial equity impact of this action is unknown.

Community Participation Level and Impact

There is no community participation associated with this action.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The state of Minnesota will reimburse Property Management for an amount up to \$30,525 for project costs. The project expenditures and reimbursement amount were not accounted for in the 2025 Property Management budget.

Last Previous Action

On January 23, 2024, the Ramsey County Board of Commissioners approved and executed a Memorandum of Understanding with the state of Minnesota Judicial Branch for county provided services (Resolution B2024-017).

Attachments

1. Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF MINNESOTA, SECOND
JUDICIAL DISTRICT AND THE COUNTY OF RAMSEY**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between Ramsey County, Minnesota hereinafter referred to as “County” and the State of Minnesota, Second Judicial District, hereinafter referred to as “State.”

WHEREAS, the Kellogg Courthouse needs additional judges’ chambers to be constructed to have a sufficient number of chambers for the States’ judges and the State desires the sixteenth floor training room to be converted into a Judicial Chambers, 1630 in Ramsey County; and

WHEREAS, Minnesota § Statute 484.77 and the MOU between the State of Minnesota Judicial Branch and Ramsey County executed in January 2024 that governs the relevant time period of this MOU requires in Section II. STATE USE OF COUNTY FACILITIES the County to provide suitable facilities for court purposes and shall also be responsible for the costs of renting, maintaining, operating, remodeling, insuring, and renovating those facilities occupied by the court; and

WHEREAS, notwithstanding Minnesota § Statute 484.77 and the existing above-referenced MOU, due to funding and urgency of the need for additional judicial chambers, the State has agreed to provide funding for the specific remodeling project set forth in this MOU; and

WHEREAS, for the purposes of this Project, the County agrees to provide all supplies, equipment, material, labor, and incidentals for the Ramsey County Courthouse Chambers 1630 Remodeling Project located in Ramsey County Courthouse, 15 West Kellogg Blvd., Saint Paul, Minnesota 55101 (see Appendix A) within the scope of the county provided court facilities; and

WHEREAS, a cooperative effort between the County and State is the appropriate method to facilitate the completion of the Project; and

WHEREAS, the County sought an informal RFB, attached hereto as Appendix A, and awarded the project to Cy-Con, Inc, attached hereto as Appendix B, and UHL, attached hereto as Appendix C, to construct the 16th floor chambers; and

WHEREAS, all chamber and clerk’s furniture is a separate matter from this MOU; and

NOW THEREFORE, in consideration of the mutual benefits that each party shall derive here from, the parties do hereby agree as follows:

1. The County shall contract with Cy-Con, Inc and UHL for the construction of the 16th floor chambers, as set forth in the attached Appendix B and Appendix C, covering this work.
2. The County shall use best efforts to contract with Cy-Con, Inc and UHL within thirty (30) days of this contract being fully executed.

3. The entire Project shall be completed by May 1, 2025.
4. Based on construction costs, see attached Appendix D, the State will provide the County up to \$30,525.29 after presentation of valid invoices to the Second Judicial District Administrator or their designee. The State's committed funds are available through the State's current fiscal year, and therefore, must be invoiced prior to June 30, 2025.
5. Any amendment to this MOU must be in writing and will become effective upon execution of the same parties who executed and approved the original agreement, or their successors in office.
6. The MOU contains all negotiations and agreements between the County and the State. No other understanding regarding this MOU, whether written or oral, may be used to bind either party. In the event of any inconsistency or conflict between the terms of this MOU and any other agreement between the parties, the terms of this MOU shall govern.
7. Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. 3.736 and other applicable laws govern each party's liability.
8. This MOU is the present expression of the understanding of the parties. There are no representations or stipulations either oral or written not contained herein.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

STATE OF MINNESOTA

Approval and certification that State funds have been encumbered, and applicable procurement policies have been followed:

Heather Kendall
Judicial District Administrator

Where contract exceeds \$50,000, signature of the State Court Administrator or his Deputy is also required:

Jeff Shorba
State Court Administrator

APPROVED AS TO FORM AND EXECUTION:

SCAO Senior Legal Counsel

Funds have been encumbered as required by State Court Finance Policy by:

By: _____

Title:
Date:
Contract Number:
P.O. Number:

RAMSEY COUNTY

Chair Rafael E. Ortega
Ramsey County Board of Commissioners
Date: _____

Jason Yang,
Chief Clerk

Date: _____

Approval recommended:

Jean Krueger

Jean Krueger, Director
Property Management Department

Approved as to form:

Kathleen Ritter

Kathleen, Assistant County Attorney

APPENDIX A



November 8, 2023

Informal RFB Solicitation: Ramsey County Courthouse Chambers 1630 Remodeling

Solicitation Contact: Mehrshad Parsakalleh (651) 485-6702

Solicitation Email Address: mehrshad.parsakalleh@co.ramsey.mn.us

Solicitation Issued: November 19, 2024

Pre-bid Conference: November 25, 2024, at 8:00am

Location: 15 West Kellogg Blvd. Saint Paul, MN 55101 - Main Lobby

Solicitation Questions Due: November 26, 2024, by 4:30pm

Addendum Issued: November 27, 2027

Bids Due: **December 4, 2024, by 2:00 p.m. CST** to Mehrshad mehrshad.parsakalleh@co.ramsey.mn.us

Anticipated Contract Award: Week of December 9, 2024

1.1 Purpose

Ramsey County Property Management ("County") seeks a prime general contractor ("Contractor") to provide all supplies, equipment, material, labor, and incidentals for the Ramsey County Courthouse Chambers 1630 Remodeling Project located in Ramsey County Courthouse, 15 West Kellogg Blvd., Saint Paul, Minnesota 55101 ("Project"). Ramsey County intends to leverage its existing General Contractor master contract and award one contract for the Project.

1.2 Background Information

The Second Judicial District now has 29 judges but only 27 chambers at the Kellogg Courthouse. Several years ago, room 1630 was a judicial chamber that was repurposed as a training room set up with individual desktop computers. Returning room 1630 back to its original purpose will gain one additional chamber office and eliminate the need for a judge to be temporarily relocated.

1.3 Scope of Services

Contractor shall provide all supplies, equipment, material, labor, and incidentals to complete the Project as follows:

- Install a new partition wall using 3 5/8" steel stud with 5/8" drywall diving suite 1630 training room into a judge's chamber and court staff area.
 - a. Attached wall to the sheetrock soffit.
 - b. Wall shall be insulated, prepped, and painted on both sides – color by owner.
 - c. Install wood base to match existing.
 - d. Provide a left-hand reverse door frame, one floor mounted door stop, and install owner provided door/lock.
 1. Paint frame and prep and install an owner provided Von Duprin electric strike.
 2. Provide a conduit and an electrical box next to door latch for future card access and electric strike wiring – stub conduit above ceiling tile.
 - e. Provide electric connection for new office furniture for court staff – see attached Alternative Business Furniture plan.
 - f. Reinstall the existing deputy alert for the court staff and provide and install new deputy alert for the judge's chamber.
 - g. Replace bookshelf back paneling and touchup frame as needed. Provide and install six shelves to match existing wood.
 - h. Provide, install, and program one thermostat separating the VAVs. These units are connected to one thermostat. UHL – Chris Jilek 612-272-2532.

Contractors shall provide a schedule for the Project. The Project shall be substantially completed by January 31, 2025. Project schedule will be subject to review by the County and mutual acceptance by the

County and Contractor. Any change to the Project schedule shall be subject to approval by the County. Project work shall continue without stoppage unless approved by Ramsey County.

1.4 Award

Contractors shall complete and submit Attachment C – Pricing Sheet with their All-inclusive, Time and material – Not-to-Exceed bid response. Project will be awarded to the lowest, responsive and responsible contractor. Project will require compliance with Ramsey County Prevailing Wage Ordinance, submittal of prevailing wage documents on LCPtracker, and all terms and conditions outlined in the Ramsey County General Construction master contract.



9065 Zachary Lane N
Maple Grove, MN 55639

PROPOSAL

Proposal #: CJ24126
Date: 12/3/2024

To: Ramsey County Courthouse
15 W Kellog Blvd
St Paul, MN 55102

Project: Ramsey County CHCH 1630 Remodel
with Addendum One

Attention: Mehrshad Parsakalleh

We propose to furnish the materials and/or perform the labor necessary to:

- Provide and install (1) new temp sensor to control VAV box independently
- Provide and install (1) new occupancy sensor for standby mode for new space
- Complete DDC programming, graphics and checkout
- Updated asbuilt control drawings upon completion

All material is guaranteed to be as specified, and the above work to be completed in a substantial workmanlike manner for the sum of: \$2,895.00 T&M NTE Per Ramsey County Master Contract .

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. This proposal is valid for 30days.

Respectfully submitted: Chris Jilek
Account Manager

ACCEPTANCE OF PROPOSAL

The prices, specifications and other Terms set forth on page 2 of this proposal are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined herein.

Accepted by:	Name (print):
Title:	Company Name:
Date:	



Ramsey County Informal Request for Bids ("IRFB")
CHCH1630 Chambers Project
Bid Tab and Project Financing

Item	CY-CON	Construction Results BAS - UHL - Additional Cost	
Base Bid	\$ 24,047.00	\$ 59,904.00	\$ 2,895.00
Addendum 1	Acknowledged	Acknowledged	Acknowledged
Schedule	Yes	No	Yes
Low Bid	Yes		

Project Financing	Cost
Construction - CY-Con	\$ 24,047.00
Building Automation - UHL	\$ 2,895.00
Subtotal	\$ 26,942.00
Project Contingency 10%	\$ 2,694.20
Construction Total	\$ 29,636.20
Property Management Fee	\$ 889.09
Total Project Cost	\$ 30,525.29



Board of Commissioners
Resolution
B2025-043

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

Sponsor: Property Management

Meeting Date: 2/18/2025

Title: Memorandum of Understanding with the State of Minnesota
Second Judicial District for Judicial Chambers Room 1630 Remodel
Project

File Number: 2025-049

Background and Rationale:

The Kellogg Courthouse space at the Ramsey County Courthouse/City of Saint Paul City Hall (CHCH) is in need of additional judges' chambers to provide sufficient space for the state of Minnesota's judges, and the state desires that the sixteenth-floor training room (Room 1630) in the facility be converted into judicial chambers.

An existing Memorandum of Understanding (MOU) executed between Ramsey County and the state of Minnesota Second Judicial District provides that the county is responsible for providing the Second Judicial District with the courthouse facilities at CHCH and for costs associated with renting, maintaining, operating, remodeling, insuring, and renovating the space occupied. However, due to the funding and urgency of need for the additional judicial chambers, the state has agreed to provide funding for the remodeling project presented in the current (MOU).

Ramsey County Property Management will provide the resources and project management services to execute the remodeling project.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

- 1. Approve the Memorandum of Understanding with the state of Minnesota, through its Second Judicial District, 15 West Kellogg Boulevard, Saint Paul, MN 55102, for county provided remodeling project services for the period upon execution through June 30, 2025.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

A motion to approve was made by Commissioner Jebens-Singh, seconded by Commissioner McGuire.

Motion passed.

Aye: - 6: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

By: [Signature]
Jason Yang, Interim Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2025-050

Meeting Date: 2/18/2025

Sponsor: Property Management

Title

Memorandum of Understanding with the State of Minnesota Second Judicial District for Judicial Chambers Room 12D Remodel Project

Recommendation

1. Approve the Memorandum of Understanding with the state of Minnesota, through its Second Judicial District, 15 West Kellogg Boulevard, Saint Paul, MN 55102, for county provided remodeling project services for the period upon execution through December 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

Background and Rationale

The Kellogg Courthouse space at the Ramsey County Courthouse/City of Saint Paul City Hall (CHCH) is in need of additional judges' chambers to provide sufficient space for the state of Minnesota's judges, and the state desires that the twelfth floor CourtSmart room (Room 12D) in the facility be converted into judicial chambers.

An existing Memorandum of Understanding (MOU) executed between Ramsey County and the state of Minnesota Second Judicial District provides that the county is responsible for providing the Second Judicial District with the courthouse facilities at CHCH and for costs associated with renting, maintaining, operating, remodeling, insuring, and renovating the space occupied. However, due to the funding and urgency of need for the additional judicial chambers, the state has agreed to provide funding for the remodeling project design services for the 12th floor chambers as presented in the current (MOU).

Ramsey County Property Management will provide the resources and project management services to execute the remodeling project.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The racial equity impact of this action is unknown.

Community Participation Level and Impact

There is no community participation associated with this action.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The state of Minnesota will reimburse Property Management for an amount up to \$37,350 for project design costs. The project expenditures and reimbursement amount were not accounted for in the 2025 Property Management budget.

Last Previous Action

On January 23, 2024, the Ramsey County Board of Commissioners approved and executed a Memorandum of Understanding with the state of Minnesota Judicial Branch for county provided services (Resolution B2024-017).

Attachments

1. Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF MINNESOTA, SECOND
JUDICIAL DISTRICT AND THE COUNTY OF RAMSEY**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between Ramsey County, Minnesota hereinafter referred to as “County” and the State of Minnesota, Second Judicial District, hereinafter referred to as “State.”

WHEREAS, the Kellogg Courthouse needs additional judges’ chambers to be constructed to have a sufficient number of chambers for the States’ judges and the State desires the twelfth floor CourtSmart room to be converted into a Judicial Chambers, Room 12D in Ramsey County; and

WHEREAS, Minnesota § Statute 484.77 and the MOU between the State of Minnesota Judicial Branch and Ramsey County executed in January 2024 that governs the relevant time period of this MOU requires in Section II. STATE USE OF COUNTY FACILITIES the County to provide suitable facilities for court purposes and shall also be responsible for the costs of renting, maintaining, operating, remodeling, insuring, and renovating those facilities occupied by the court; and

WHEREAS, notwithstanding Minnesota § Statute 484.77 and the existing above-referenced MOU, due to funding and urgency of the need for additional judicial chambers, the State has agreed to provide funding for the specific remodeling project set forth in this MOU; and

WHEREAS, for the purposes of this Project, the County agrees to provide all supplies, equipment, material, labor, and incidentals for the Ramsey County Courthouse Chambers Room 12D Remodeling Project located in Ramsey County Courthouse, 15 West Kellogg Blvd., Saint Paul, Minnesota 55101 within the scope of the county provided court facilities; and

WHEREAS, a cooperative effort between the County and State is the appropriate method to facilitate the completion of the Project; and

WHEREAS, the County sought an informal RFP, attached hereto as Appendix A, and awarded the project to McMonigal Architects, attached hereto as Appendix B, to design and construct the 12th floor chambers; and

WHEREAS, the County and State desires to complete these design and construction in a phased approach for budgetary purposes, but commits to completion of entire project by December 31, 2025; and

WHEREAS, all chamber and clerk’s furniture is a separate matter from this MOU; and

NOW THEREFORE, in consideration of the mutual benefits that each party shall derive here from, the parties do hereby agree as follows:

1. The entire Project shall be completed by December 31, 2025. Phase 1 for professional design services to include Schematic Design, Design Development, Construction Documents, and Bidding Assistance shall be completed by June 30, 2025. Upon approval of project and funding to proceed, Phase 2 for professional services related to Construction Administration and Close-out, and physical construction for the project shall be completed December 31, 2025. Phase 2 will be handled under a separate MOU agreement.
2. The County shall use best efforts to contract with McMonigal Architects within thirty (30) days of this contract being fully executed.
3. The County shall contract with McMonigal Architects for phase 1 professional services for the 12th floor chambers, as set forth in the attached Appendix B, covering this work.
4. Based on design costs, see attached Appendix B, the State will provide the County up to \$37,350 after presentation of valid invoices to the Second Judicial District Administrator or their designee. The State's committed funds are available through the State's current fiscal year, and therefore, must be invoiced prior to June 30, 2025.
5. Any amendment to this MOU must be in writing and will become effective upon execution of the same parties who executed and approved the original agreement, or their successors in office.
6. The MOU contains all negotiations and agreements between the County and the State. No other understanding regarding this MOU, whether written or oral, may be used to bind either party. In the event of any inconsistency or conflict between the terms of this MOU and any other agreement between the parties, the terms of this MOU shall govern.
7. Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. 3.736 and other applicable laws govern each party's liability.
8. This MOU is the present expression of the understanding of the parties. There are no representations or stipulations either oral or written not contained herein.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

STATE OF MINNESOTA

Approval and certification that State funds have been encumbered, and applicable procurement policies have been followed:

Heather Kendall
Judicial District Administrator

Where contract exceeds \$50,000, signature of the State Court Administrator or his Deputy is also required:

Jeff Shorba
State Court Administrator

APPROVED AS TO FORM AND EXECUTION:

SCAO Senior Legal Counsel

Funds have been encumbered as required by State Court Finance Policy by:

By: _____

Title: _____

Date: _____

Contract Number: _____

P.O. Number: _____

RAMSEY COUNTY

Rafael E. Ortega
Chair
Date: _____

Jason Yang,
Chief Clerk
Date: _____

Approval recommended:

Jean Krueger

Jean Krueger, Director
Property Management Department

Approved as to form:

Kathleen Ritter

Kathleen Ritter, Assistant County Attorney

APPENDIX A



Ramsey County Courthouse/Saint Paul City Hall – Room 12D Renovation Project - RFP Solicitation

Solicitation Contact: Mehrshad Parsakalleh

Solicitation Email Address: Mehrshad.Parsakalleh@ramseycounty.us

Solicitation Issued: 11/26/2024.

Pre-proposal Conference: 12/4/2024 2:00pm at 15 West Kellogg Blvd. Saint Paul, MN 55102

Solicitation Questions Due: 12/6/2024 by 4:30pm

Addendum/Responses to Questions Issued: 12/10/2024.

Proposals Due: 12/17/2024

Anticipated Start Date: Week of January 6, 2025

Project Information

Purpose

Ramsey County, through the Property Management Department, seeks a design firm with demonstrated experience to design and produce a biddable set of documents for the Ramsey County Courthouse/Saint Paul City Hall – Room 12D Renovation Project, located at 15 West Kellogg Blvd., Saint Paul, MN 55102 ("Project").

Background

The Second Judicial District now has 29 judges but only 27 chambers at the Kellogg Courthouse. This means two judges are displaced when they are on a different assignment, while another judge occupies their chambers. It also limits available space when a displaced judge to be at the Kellogg courthouse to cover other assignments.

Project Team

The Project will be developed with the assistance of Ramsey County Property Management. Mehrshad Parsakalleh, a Project Manager for Ramsey County Property Management, will be the primary contact. Project team will include representatives from the Ramsey County Property Management department and State of Minnesota 2nd Judicial District. Ramsey County Property Management will provide feedback throughout the design process and will assist with the design team's understanding of existing conditions.

Project Objectives

The Project goal is to convert the existing CourtSmart office space (12D) into a judicial chamber with an ADA accessible restroom and staff office. Existing walls will either need to be removed and/or moved to conform to a standard chamber office design.

Project Budget

The Project will be primarily funded by the State of Minnesota 2nd Judicial District.

Project Timeline and Schedule

The successful proposer shall complete all design services as described in this RFP no later than three months from the date of purchase order issuance.

The County's Project Manager can work with the design team to develop an alternate schedule that is acceptable if the proposed schedule is deemed unsuitable.

Design Process and Deliverables

The delivery method for this Project is design-bid-build. The County expects the design team to lead the County and 2nd Judicial through Schematic Design, Design Development to include options and cost estimates, Construction Documentation, County-lead Bid process (which will include attending the pre-bid conference, issuing addendums, and assisting to answer contractor questions), and Construction Administration Phases.

As part of this solicitation, cost estimating services are required at the completion of the Design Development stage to assist the County/2nd Judicial determine how feasibility and budgeting processes.

Proposal Requirements

1. Proposal Format

Proposals shall not be more than 16 single-sided pages. If a design team ("contractor") exceeds the page limit identified above, the excess pages will not be reviewed, regardless of content. Note that a cover letter will count as part of the page limit.

2. Solicitation Questions

All questions concerning this RFP solicitation shall be submitted in writing (via email) to the solicitation contact at the email address listed on the first page of this solicitation. Any solicitation changes, additions, alterations, or revisions will be made in writing via an addendum within reasonable time to allow the prospective Contractor to consider the changes in preparing its solicitation response.

3. Proposal Information

The contractor shall include the following information in its response. To facilitate review of information submitted, proposals must contain the following information in the order listed:

3.1 Firm Information

Include the following information about your firm:

- Name of firm
- Address
- Primary contact person
- Telephone number
- Email address

3.2 Addenda received.

3.3 Qualifications

Resumes of key Project participants, including a list of projects of similar scope for which participants played the same or similar role as proposed for the County's Project. Include a brief description of the design team's experience with public safety campus security projects. Project examples should highlight similarities to this Project. Proposals must include the same information for sub-consultants.

3.4 Project Understanding

Description of the design team's overall approach and understanding of the Project.

3.5 Work Plan

The design team must provide a work plan that identifies the major tasks to be accomplished. The design team must describe what will be done and how each task will be accomplished. The Work Plan must include the following:

- A list of personnel working on the Project, including their role, by task
- Time commitment for each person
- Overall Project schedule
- County responsibilities during each phase of the Project

3.6 Deliverables

The contractor must identify major deliverables for each Project phase.

3.7 Cost

3.7.1 Basic Services:

The contractor must provide an hourly, not-to-exceed cost based on the contractor's understanding of the scope of services as described herein along with the following:

- A breakout of the hours by phase for each employee
- Contractor's Professional Hourly Fee Schedule based on the *Ramsey County Architectural/Engineering Professional Services Master Contract*
- Identification of any assumptions made while developing this cost proposal.

3.7.2 Reimbursable Expenses:

The contractor must identify anticipated reimbursable expenses based on the *Ramsey County Architectural/Engineering Professional Services Master Contract*.

3.7.3 Additional Services:

The contractor must identify any cost information related to any other additional services or tasks. This should be clearly identified as additional costs and not made part of the hourly not-to-exceed fee.

4. Proposal Submission

The contractor shall submit one PDF copy of the proposal via email to the solicitation contact

listed on the first page of this solicitation no later than the deadline noted on the first page of this solicitation. Late proposals and proposals not sent via the instructions above will not be considered.

5. Evaluation and Selection Process

The Project team will evaluate each proposal based on the following criteria. Proposals will not be scored if the proposal does not note the number of addenda received.

5.1 – Evaluation Criteria and Maximum Points

Proposals are scored per the evaluation criteria and maximum points system below:

20 pts. Contractor’s Qualifications

20 pts. Project Understanding

25 pts. Work Plan and Deliverables

35pts. Cost

100 Total Points

5.2 – Interviews (When Applicable)

After the County’s Project team has evaluated written proposals, the County may then choose to interview one or more Contractors. Extension of an invitation to interview is at the sole discretion of the County. Interviews, when conducted, are part of the overall selection process and will be scored with a total of 100 additional points.

6. Selection

The County is not bound to accept the lowest cost.

A written notice of intent to award shall be sent to the contractor with the greatest number of evaluation points in accordance with the process outlined in Section 5.

If only one solicitation proposal is received, an award may be made to the single contractor if the County finds that the price submitted is fair and reasonable, and that either other contractors had reasonable opportunity to respond, or there is not adequate time for the re-solicitation.

7. Project Award

Ramsey County will issue a purchase order and a Notice to Proceed to the successful contractor according to the *Ramsey County Architectural/Engineering Professional Services Master Contract* between Ramsey County and the Contractor.



RAMSEY COUNTY

Ramsey County Courthouse/St. Paul City Hall - Room 12D Renovation Project



Firm Information

McMonigal Architects
1227 Tyler Street Northeast, Suite 100
Minneapolis, MN 55413

Primary Contact

Rosemary McMonigal FAIA, LEED AP, CID
612.331.1244
rosemary@mcmonigal.com

Addenda Received

We acknowledge receiving Addendum One

Table of Contents

Page	Content
2	Cover Letter
3-6	Qualifications
7-11	Project examples
12-13	Project Understanding
14-15	Work Plan / Deliverables
16	Fee Summary Additional Services

December 17, 2024

Mehrshad Parsakalleh
Ramsey County
Property Management
121- 7th Place East, Suite 2200
St. Paul, MN 55101

Mehrshad,

Thank you for the opportunity to submit a proposal for the Ramsey County Courthouse/ Saint Paul City Hall – Room 12D Renovation Project. We understand the importance of providing a safe and productive workplace for judges and staff of the State of Minnesota Second Judicial District. Because the courtroom taping function of CourtSmart has changed and is no longer needed, it's a natural to convert that space to help with the judge chamber shortage.

As this proposal outlines, our team has worked within the historic Courthouse previously, including recent accessible renovations to 13 restrooms, skyway, and break area on the lower floor through third floor. We will bring that insight to this project. Our team has designed private and open offices, and some examples are included where security was carefully integrated. Our process will collect and engage input with your department, the Second Judicial District, and Courthouse staff.

McMonigal Architects is teaming with Edi-Dolejs, mechanical, electrical, plumbing, and technology engineers (MEP) who worked with us on the last Courthouse project. The same engineers will be on our team. Edi-Dolejs has extensive experience with designing MEP for remodeled spaces within secure buildings. Our team brings experience working in historic buildings with governmental agencies and institutions on projects with similar scope to these chambers.

From the start, we will listen closely to your requirements and carefully document meetings in order to promote clear communication between everyone. We have earned a reputation for providing quality and thoughtful design services, and understand the importance of project schedules and budget.

We will listen to, collaborate, and build consensus with Ramsey County and the other groups. McMonigal Architects has researched the Courthouse, studied drawings, assessed conditions, and found ways to design updates for current day needs within the historic framework.

Sincerely,



Rosemary McMonigal FAIA, CID, LEED AP

McMonigal Architects, LLC
1227 Tyler Street NE Suite 100
Minneapolis MN 55413
612.331.1244
mcmonigal.com

Qualifications

Founded in 1984, McMonigal Architects provides the full range of architectural services. For 40 years, we have specialized in the design of civic, workplace, housing, institutional, educational, and recreational projects.

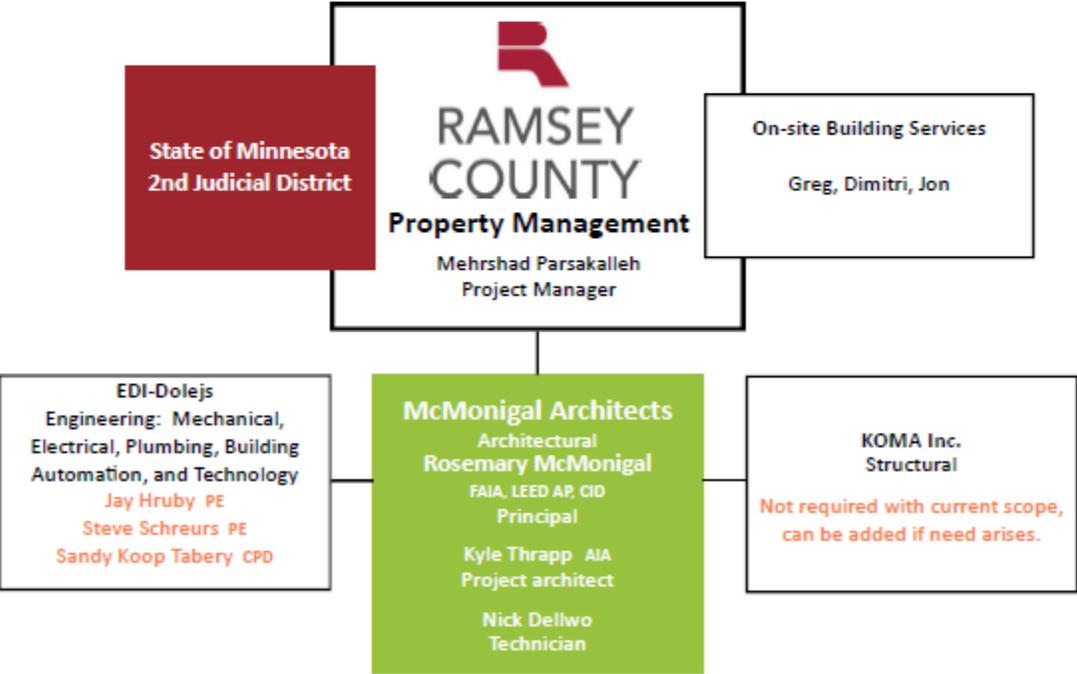
Healthy work environments, energy efficiency, and sustainability are central themes of our work. Ramsey County will benefit from our years of research and technical experience.

Successful projects require both careful planning and creative problem solving. Our approach involves the clear assessment of the clients' needs combined with a broader view of the opportunities that are a part of every project.

While our focus is building design, we are also experienced with site planning, studies, predesign, and post-occupancy. We work quickly and efficiently to meet your schedule.

Our responsibility to Ramsey County is to deliver quality architectural services on time and on budget. We provide close attention to all aspects of the project. Our process is built on listening, building trust, and thinking together to achieve results.

McMonigal Architects is dedicated to open communication between owners, team members, contractors, and government officials, which we know is key to successful projects. We have long working relationships with consultants. Each consultant we work with brings years of experience and insight to the team.



Qualifications

McMonigal Architects

Rosemary McMonigal FAIA, LEED AP, CID
Principal, Project Architect

Rosemary formed McMonigal Architects in 1984. Her experience includes collaborating and reaching consensus with multiple client groups and leading governmental, institutional, corporate, educational, and housing projects. She listens carefully while identifying goals, vision, parameters, and challenges.

Rosemary is active in the American Institute of Architects nationally and in Minnesota. For 15 years, she served as a volunteer architectural advisor to the Capitol Area Architectural and Planning Board for the State of Minnesota. Rosemary was honored as the 2013 Architect of Distinction by AIA MN, and was named a fellow of AIA in 2015. At the University of Minnesota, Rosemary taught for five years in Design and Housing.

Rosemary has extensive experience in complex building renovations, including projects for Ramsey County and at the courthouse. Her focus is on the careful integration of architectural, mechanical, and electrical systems, interiors, and landscape architecture. She leads the design team. These projects gained better performance, new technology, code compliance, and enhanced aesthetics.

Project Examples

Ramsey County
Court House, accessible upgrades
lower floor through third floor
Phase 1, remodeling at 13
restrooms, vending, and skyway
Accessibility survey of 27 county
facilities and sites
Family Service Center (FSC)
Parking Lot Separation
Law Enforcement Campus (LEC)
Exterior and grounds improvements
Mounds View Library exterior ADA
and site improvements
Roseville Library roof assessment
Workplace Projects, Plato 4th floor

**Minneapolis Park and Recreation
Board**
Central Gym Park Restroom Remodel
Francis A. Gross Golf Club
Seasonal storage building
Human Resources relocation at
MPRB Headquarters
Logan Recreation Center remodel
Theodore Wirth Home and
Administration Building remodel

Hennepin County
Sheriff's Wellness Center
South Minneapolis Human
Service Center, 2 projects
Supervised Visitation Human
Services
Department of Community
Corrections and Rehabilitation
Southdale Service Center Elevator
Assessment

University of Minnesota
Campus Wide Elevator
Modernization Predesign
Comstock Hall Renovations
East River Road Garage Elevator Mod
Middlebrook Hall Elevator Mod
and Electrical Upgrade
Sanford Hall Study
Washington Ave Ramp Elevator Mod

Minnesota Army National Guard
Predesign for 154,000 sf
Administration, National Guard
Training, & Community Center
Army National Guard Armories,
Hastings and Red Wing
National Guard Training and
Community Centers, and Offices
and Classrooms, Inver Grove
Heights, Rosemount, and St. Paul
Windom Armory, Windom



Rosemary is a Registered Architect, LEED AP, Certified Interior Designer, and is certified with the National Council of Architectural Registration Boards. Rosemary advances the profession and strengthens its image through project-based research, technical innovation, and public outreach.

State of Minnesota
Surveys of over 100 buildings and
properties for ADA
Bureau of Criminal Apprehension,
St. Paul
Capitol Child Care Center
Department of Economic Security,
elevator modernization and
remodeling, St. Paul
Department of Health Building,
Minneapolis
MN Correctional Facility,
Shakopee
MnDOT Transportation Building
New Facility Study, Interior
Architecture Standards, offices
& conference rooms
National Guard Maintenance
Facility, New Brighton
PERA Space Planning and Remodeling
Predesign, St. Paul
Regional Treatment Center,
St. Peter
Services for Visually Impaired,
St. Paul
Split Rock Lighthouse Visitor Center,
renovation, Two Harbors

Qualifications

McMonigal Architects

Kyle Thrapp AIA
Project Architect

Kyle has worked at McMonigal Architects for the past 10 years after being employed at several other firms in the Twin Cities in the five years prior. He became a licensed architect in the State of Minnesota in 2017.

With extensive experience in designing highly detailed buildings, Kyle's skills cover many stages of the design process, from conceptual design and detail drawings, to material coordination and research, and construction administration.

Kyle is directly involved in the design and management of projects. He has worked on Ramsey County projects including the RC Courthouse Lower Floor through Third Floor Restroom Remodeling project which includes accessibility upgrades to 13 restrooms, vending, and skyway. Kyle also did Plato 4th floor offices, LEC sitework, and miscellaneous library work.



Having started his career in 2004, Kyle received his Bachelor of Architecture degree from Iowa State University in 2006.

Nick Dellwo
Technician

In 2003 Nick received an Associate's Degree in Architectural Drafting and Design from Northwest Technical Institute. Nick has 20 years of experience in drafting and detailing, and has been with McMonigal Architects since 2006.

Nick has significant experience with commercial design and detailing. He coordinates thorough building verification through on-site field investigation and document research. He provides detailing expertise, on-site field work, shop drawings, and construction administration.

Nick has worked on projects for governmental and public agencies, and private companies. Nick was an integral part of the recent Ramsey County Courthouse Restroom Remodeling Project, Plato 4th floor offices, LEC sitework, and miscellaneous library work.



Ramsey County Workplace Projects,
Plato Building, 4th floor.

Qualifications

EDI-Dolejs

Consulting Engineers

Jay Hruby PE, IEEE, USGBC, NFPA

Principal, Electrical Engineer

Jay has committed much of his electrical engineering career to the promotion of energy conservation and sustainability within his designs of correctional, institutional, and commercial buildings. Nearly all of Jay's recent projects have incorporated technologies that allow the buildings to exceed current energy codes. Jay has teamed with utilities, environmental groups and energy conservation organizations to provide owners with sustainable buildings that meet the owner's performance goals. Jay has designed and been the engineer of record of security electronics systems for scores of correctional facilities.



Jay

Steve Schreurs PE, ASHRAE, USGBC

Mechanical Engineer

Steve has over thirty-five years of experience in mechanical equipment and system design for industrial, commercial, institutional and electric power plant facilities. This experience includes feasibility, system design, environmental permitting, plans, specifications, public bidding, construction management, commissioning, equipment startup and project closeout. Notable projects include parks, schools, commercial and public facilities, corrections, public works, water/ wastewater facilities, diesel electric generating plants, fuel oil storage systems, commercial and industrial energy audits and facility assessments.

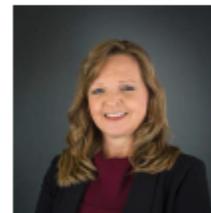


Steve

Sandy Koop Tabery CPD

Certified Plumbing Designer, Mechanical Designer

Sandy has been drafting and designing plumbing and HVAC systems for various types of buildings for more than 37 years. The types of buildings she has been involved in includes jail and law enforcement facilities, schools, churches, multi-family, industrial, dental, medical, and government facilities. In addition to new facilities, Sandy's work includes building additions, and building renovations of existing facilities. Sandy is detail oriented and skilled in each phase of the design, from project set-up to construction administration.



Sandy

Project examples

Ramsey County Court House,
accessible upgrades lower floor
through third floor Phase 1,
remodeling at 13 restrooms,
vending, and skyway

Hennepin County (HC) Government
Center, 6 different levels
HC Family Justice Center Remodeling
and Lobby Heating Study,
Minneapolis
HC Forensic Science Bldg Emergency
Generator, Minneapolis
HC Forensic Science Building
Condensing Unit Replacement,
Minneapolis

HC Juvenile Justice Center Lobby
Heating Study, Minneapolis
HC 5170 West Broadway,
Minneapolis
HC E911 Facility Study, Golden Valley
HC Passport Services, Minneapolis
HC Radio Communications Site,
Rogers
HC Service Centers
Minneapolis
Maple Grove
Eden Prairie
Ridgedale, Minnetonka
HC Emergency Communications
Facility Commissioning, Plymouth

HC BAS Upgrade 5 Libraries,
Multiple Locations
HC Library Signage, Various Sites
HC Library Electrical Improvements,
Various Sites
HC Sheriff's Wellness Center,
Minneapolis
HC Libraries: Edina,
Minneapolis Central Library,
Plymouth, Ridgedale, Minnetonka
Roosevelt, Walker
MPRB: Human Resources
relocation at headquarters

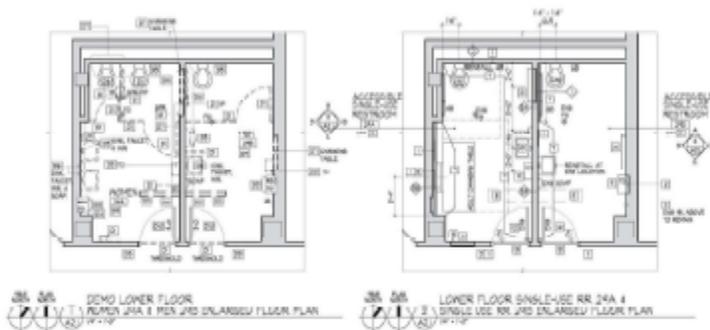
Project Examples

Ramsey County Court House

Lower Floor through Third Floor Remodeling for Accessibility

The historic 1932 Court House in downtown St. Paul is listed on the National Register of Historic Places. This project remodels 13 restrooms, skyway, and break area on the lower through third floors. Designing layouts that worked for accessibility and maintained as many plumbing fixtures as possible, which on some floors were already deficient, was critical to Ramsey County. McMonigal Architects brought a keen eye for detail to maintain character defining historic features.

McMonigal Architects identified deficiencies within the existing restrooms, and designed solutions to address the issues. Four men's and women's restrooms were converted to single-user restrooms to support those with physical disabilities, trans-gender, and accompanying children or people needing assistance. Anti-liturgical fixtures and accessories were installed at the first floor holding cell.



A single-use restroom includes an adult changing table. This makes inclusion possible, not just for people with disabilities but also the caregivers and families.

Finishes, such as tile, terrazzo, and toilet partitions, were carefully studied and matched to minimize demolition and replacement. Matching historic door hardware while upgrading for occupancy indicators was a challenge. Tight plumbing chases sometimes dictated restroom fixture layouts.



Women's second floor restroom

Project by McMonigal Architects and EDI-Dolejs
(mechanical, electrical, plumbing, and technology.)



First floor holding cell

McMonigal Architects, LLC

7

Project Examples

Ramsey County ADA Assessment and Report

McMonigal Architects and Julee Quarve-Peterson, Inc. surveyed 27 buildings and sites in Ramsey County (RC) for accessibility, including the Courthouse. The facilities were reviewed for usability by persons with disabilities and for compliance with various state and federal laws, regulations and guidelines for accessibility. The surveys focused on the public areas of the facilities and employee work areas were not included within the scope of this project.

Meetings and discussions with RC representatives assisted in the development of options and priorities. The results and recommendations were documented in a building report, with a database format sorted by priority of high, medium, and low. Individual reports were provided for each facility. Captioned photographs are referenced within the reports. The report identifies those elements that do not currently meet the intent of codes and guidelines for accessibility. Each barrier has been assigned a priority to assist RC in developing a plan and schedule for the removal of barriers.

Cost estimates were provided for planning purposes and serve as a preliminary benchmark. Each recommendation has an approximate cost based on the method of corrective action recommended. Recommendations are grouped by priority and the total preliminary costs calculated.

Excerpts from report:



Photo 1: The east entry to the courts building currently provides a power operated door opener. The clear floor space for the button is currently within the arc of the door swing.



Photo 2: Courtrooms are provided on 3rd through 5th floor (2 courtrooms per floor). Tables that provide a forward approach with knee and toe clearance are provided and located on an accessible route. This is a good example of accessibility.



Photo 4: A sign indicating the availability of an assistive listening system is posted at the entry to Courtroom 4B. This is a good example of accessibility.



Photo 5: There are 2 courtrooms with jury seating. An accessible route is provided to both levels of the jury seating; the main level is deep enough to allow for a wheelchair space. This is a good example of accessibility.

Each courtroom should have a sign posted indicating the availability of a the assistive listening system.

	Overall	Parking - Qty	Parking - Size / Configuration	Exterior Route	Main Entry	Service Counter	Public Toilet
Judicial / Correctional							
402 Building	●	●	▲	▲	●	●	▲
Courthouse	▲	■	■	▲	▲	■	▲
Emergency Communication / 911	●	■	■	▲	●	●	■
Juvenile & Family Justice Center	●▲	■	■	●	●	■	■
Law Enforcement Center	▲	●	■	▲	●	■	●
Ramsey County Correctional Facility	▲	●	●	▲	●	▲	●
Suburban Court	●	●	●	●	●	●	●

Project Examples

Sheriff's Wellness Center Hennepin County

Hennepin County Sheriff's Wellness Center offers a calm, inviting space for officers that are dealing with stress from the line of duty, to come and seek treatment. A former HCMC clinic space was remodeled to create this wellness center. The location on the first floor of a downtown high-rise allows for easy access for those in need.

Spaces include a lobby, reception, a small conference room, a large conference/multipurpose room, six therapy offices, a quiet room, lounge/kitchenette, copy/work area, single-use restroom, storage rooms, and a communications room.

Allowing occupants within the space to exit in case of emergency, while also maintaining a secure environment, was challenging. McMonigal Architects worked with a door hardware consultant, Hennepin County and a Minneapolis code official to devise a solution that met code, security, and the user group's program requirements. All entrances are passcard controlled.

Project by McMonigal Architects and EDI-Dolejs (mechanical, electrical, plumbing, and technology.)



Project Examples

4th Floor Remodeling at Plato Building

The Ramsey County (RC) Plato Building contains offices for the County Assessor, Property Tax, Election Services, Examiner of Titles, County Recorder, Tax Forfeited Lands, Public Health, Emergency Management, Vital Records and Veterans Services.

The 12,000 SF fourth floor previously housed a department with traditional staff cubicle workstations and now serves as a flexible work area for any RC employee. The design features options for staff to use touchdown stations, group work areas, huddle rooms, conference rooms, and enclosed pods and phone booths for sensitive conversations. New and existing furnishings were coordinated with a RC designer.

The open layout enables even better exterior views of greenery and downtown skyline views. In order to meet accessibility requirements, the kitchenette countertop was replaced with a thinner countertop, which eliminated a costly cabinet remodel. All entrances are passcard controlled.



Project by McManigal Architects and EDI-Dolejs (mechanical)

McManigal Architects, LLC

Project Examples

Human Resources at Mary Merrill MPRB Headquarters

Minneapolis Park and Recreation Board

The existing Human Resources office space on the second floor of the Minneapolis Park and Recreation Board Headquarters Building was undersized, had no natural daylight, and was in a remote location from the main entry.

MPRB employs a large workforce and has an in-flux of over 1,000 seasonal employees. By relocating the HR department to the first floor near the main entry, HR is better able to serve staff and visitors.

McMonigal Architects worked closely with MPRB to design the 3,700 SF space to meet the needs of the HR department. The space includes a waiting area, reception, two conference rooms, three offices, an open office with 10 workstations, copier area, secured file storage, break area, and IT room. New and existing furnishings were coordinated.

Because sound privacy was critical to the HR staff, sound transmission class (STC) ratings were studied for partitions, and several interior glass demountable systems were researched and considered for the enclosed offices. Without the ability to have exterior windows, the offices feel brighter with the demountable systems.

Staff security was a concern, and the design incorporated two staff entry/exits separate from the public access and waiting area. All entrances are passcard controlled, including between waiting and offices.



The project had accessibility upgrades including the replacement of the front concrete walk, relocation of door openers, and striping of accessible parking spaces and adjacent aisles. The front awning was repaired and the canopy was replaced.

*Project by McMonigal Architects and EDI-Dolejs
(mechanical, electrical, plumbing and technology.)*

Project Understanding

The historic Courthouse in downtown St. Paul is listed on the National Register of Historic Places. McMonigal Architects and Edi-Dolejs are familiar with the building having recently completed the remodeling of 13 restrooms, skyway, and break area for accessibility at the lower through third floors. Knowledge gained through facing challenges such as running plumbing and electrical in the historic chases, walls, and ceilings, will be applied to this project.

There are 27 office chambers at the RC Courthouse/St. Paul City Hall for the 29 total Second Judicial District judges. Two judges are left without a dedicated space. When a judge goes on another assignment, other judges use their chambers. Space is limited for the displaced judges to work at the Courthouse. Adding a secure and dedicated chamber for a judge will provide a safe and productive workspace, away from the stresses of a courtroom.

This project will convert existing office space at the west corner of 12th floor, CourtSmart (12D).

- Remove/modify walls, floors, and ceilings in Waiting 1210, Conference Rooms 1211, 1212, and 1213.
- Existing walls extend to structural deck above, about 13' high.
- Walls are thought to be clay brick. We encountered clay brick, block, and metal framing as part of the recent Courthouse remodeling project, with difficulties for mounting fixtures, installing blocking, running electrical, etc.
- Add judicial chamber with an ADA accessible restroom.
- Conform with standard chamber design.
- Add workspace for law clerk and court recorder.
- Include entry area with counter/furniture separation to workspace.
- Design is to be similar to opposite chambers at north corner of 12th floor; Clerk 1215, Chamber 1216, and Restroom (small, non-accessible) 1217.
- Replace carpet.
- Finishes to match other chambers except painted gypsum board walls without millwork (except base board) is acceptable. We are very familiar with both the Courthouse and RC finish standards.
- Because 12D space is slightly smaller than opposite chambers, and the accessible restroom will take more space, either the entry, clerk area, or the chamber will need to be reduced. It is preferred that the chamber size be kept the same as other chambers, and reduce the entry or clerk area.
- At 11th floor below, there is a restroom stacked below Waiting 1210.



Chamber 1216 Seating



Chamber 1217 Restroom



Conference 1211



Conference 1213

Project Understanding

The new HVAC layout will reduce the existing four VAVs to likely two. Comfort will be addressed. Sprinklers will be changed.

Outside the scope of this project, Ramsey County is partnering with another firm to replace all Courthouse lighting with LED fixtures. Existing light fixtures are unusual in that they are located between the grids of the ceiling tiles, with returns through light fixture. New LED fixtures and acoustical ceilings will be provided.

In Conference 1213, the existing technology panel will be removed. Full technology scope to be given to awarded firm, and in concept will include card access to 12D and chambers, two wired duress alarms (one at chambers, one between desks at clerk area). Card access will be by others, but hollow metal door and frame prep and an empty conduit within the frame will be done as part of this project. The location of these are critical safety considerations.

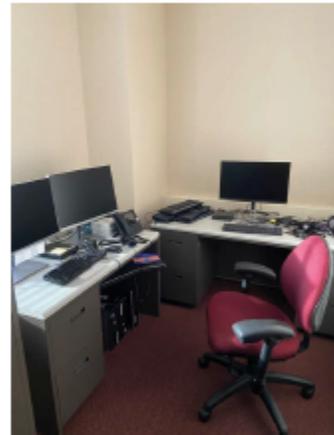
MacDonald and Mack Architects is completing a historic survey of the Courthouse. This survey will be provided to the awarded firm. We are familiar with the historic hardware at the Courthouse. Doors will be replaced with solid core, no glass, hopefully from existing surplus doors stored in basement. The historic marble window sills will need to be preserved and reused.

Structural engineering may be required for cutting or core-drilling the existing concrete floor slab. On a recent project, the concrete floor slabs were x-ray scanned during design to locate reinforcing and plan openings. We have a long term working relationship with structural engineers.

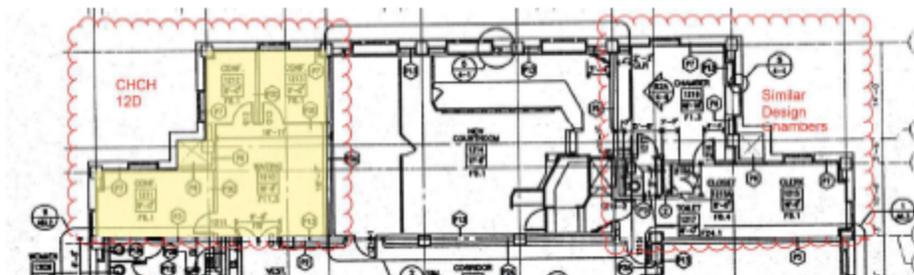
Furniture, Fixtures, and Equipment (FF&E) is not part of the scope. The 2nd Judicial District plans to reuse existing FF&E. Chamber FF&E is changing as work evolves. Sit to stand desks are desirable. Bookshelves are not needed for law books but more for display, and can be priced as an alternate if built-in, or done with furniture. Noise requirements for contractors will be listed in the spec as well as hours for work. The project is primarily funded by 2nd Judicial District, which has fiscal year end on June 30. If construction cost is more than \$175,000, RC will bid through Demandstar to secure a contractor. If construction cost is less than \$175,000, RC can select contractor from master contract list.



Conference 1213 technology panel to be removed



Conference 1212



Work Plan / Deliverables

Major Tasks, Phases, and Schedule

All the personnel shown on the Qualifications page 3 will be working on all phases of the project.

The time commitment for each person is listed by phase on Fee Summary, page 16.

Schematic Design (SD) Jan 6 - Jan 27, 2025

The project will begin with a kick-off meeting #1, where our team, Ramsey County (RC) stakeholders, and State of Minnesota 2nd Judicial District will confirm roles and establish a clear understanding of the goals, needs, budget, schedule, and work process. The meeting will help the team understand the users' needs and the relationship with other 12th Floor spaces that will remain in use during construction. A written program will summarize needs and requirements. A schedule will be developed.

Existing site CAD drawings, specifications, standards and other information from RC and McMonigal Architects will be provided to the team. We will review documentation and visit the site to field verify conditions, and document areas needing more study. Base drawings of existing will be prepared. For MEP engineers, this will require an investigation in some areas that may be out of project scope and confirm operation of some systems.

RC and judicial to provide FF&E. IT staff to give direction on requirements, standards, and security needs.

SD architectural drawings and MEP written narrative will be prepared and submitted to RC for review, and a review meeting #2 will be held.

Design Development (DD) Jan 28 - Feb 25, 2025

With SD input, the design will be developed in greater detail. The materials and design will be further refined. Drawings will show size of spaces and clearances. We know available space is finite, is a smaller footprint than other 12th floor chambers, and the accessible rest room will be larger. Space will be taken from clerk space to maintain chamber size.

Materials appropriate to the Courthouse will be used. We researched and found matching restroom tile at our last project, and established standards for restroom accessories.

Documents will be produced that show architectural, mechanical, electrical, plumbing, and technology. The schedule will be updated. A cost estimate for the anticipated construction cost will be generated. DD documents will be submitted to RC for review and a review meeting #3 will be held.

MEP engineering will address

- Fire Protection
- Plumbing for newly created restroom
- HVAC modifications/upgrades
- Electrical lighting and power design
- Life safety fire alarm modifications as needed
- Technology upgrades - data cabling
- Security - card access and security cameras

Work Plan / Deliverables

Major Tasks, Phases, and Schedule

Construction Documents (CD)

Feb 26 - April 2, 2025

Working drawings and specifications are prepared which translate the design into the technical language of the contractor, estimators, vendors, and workers- in a way that makes them clear and easy to understand. These documents describe the quantity and quality of construction work and are used to obtain permits and to bid the work.

The team will do cross reviews of the set including formal red-line process reviews. We will continue to work with RC staff to confirm design meets expectations and standards. The schedule will be updated.

The specification, alternates, and unit prices will be coordinated with RC. CD documents will be submitted to RC for review at 75% completion. A review meeting #4 will be held.

MEP engineering will include:

- Fire Protection Sprinkler performance specification
- Final Engineered Certified Drawings and specifications
- Final Technology and Security Drawings and specification.

Bidding Assistance

April 3 - on

RC will lead the bid process. McMonigal Architects and our team are familiar with RC's procurement process. We will attend the solicitation conference, answer questions, clarify information, and issue addenda to the documents during the bid period.

Construction Administration (CA)

Schedule will be established with RC

A preconstruction meeting is held prior to the start of construction. As work progresses, we visit the site to observe the progress of work, answer questions, review shop drawings and submittals, and attend virtual meetings. We also review monthly payments to the contractor and any change orders, and issue proposal requests for unforeseen conditions or changes. When the project is substantially complete, team members walk through and prepare a punch list of items to be completed.

McMonigal Architects has included:

- Preconstruction meeting
- 2 virtual meetings and one site meeting during construction
- Substantial completion site visit

EDI-Dolejs has included:

- One site meeting during construction
- Substantial completion site visit

Close-out

Schedule will be established with RC

Final completion of punchlist items

Warranty site visit

Fee Summary

Below is a summary of fees by phase for each firm, including staff, hours, and hourly rate. Consultant fees are not marked up. We propose to work hourly, not to exceed the total fee.

Fee Summary

McMonigal Architects			Schematic Design		Design Development		Const Documents		Bidding		Construction Admin		Total
Position	Staff	Rate	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	
Architect, Principal	McMonigal	\$225	5.00	\$1,125	6.00	\$1,350	7.00	\$1,575	2.00	\$450	4.00	\$900	\$5,400
Architect, Registered	Thrapp	\$170	11.00	\$1,870	11.00	\$1,870	22.00	\$3,740	4.00	\$680	25.00	\$4,250	\$12,410
Senior Technician	Deltwo	\$130	12.00	\$1,560	6.00	\$780	23.00	\$2,990	1.00	\$130	4.00	\$520	\$5,980
Subtotal			28	\$4,555	23	\$4,000	52	\$8,305	7	\$1,260	33	\$5,670	\$23,790

EDI-Dolejs			Schematic Design		Design Development		Const Documents		Bidding		Construction Admin		Total
Position	Staff	Rate	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	
Electrical Engineer	Jay Hruby	\$160	6	\$960	8	\$1,280	8	\$1,280	1	\$160	6	\$960	\$4,640
Mechanical Engineer	Steve Schreurs	\$160	6	\$960	10	\$1,600	8	\$1,280	1	\$160	6	\$960	\$4,960
Plumbing Designer	Lauren Svitak	\$120	6	\$720	10	\$1,200	10	\$1,200	1	\$120	6	\$720	\$3,960
Subtotal			18	\$2,640	28	\$4,080	26	\$3,760	3	\$440	18	\$2,640	\$13,560

Reimbursables	\$0
Total time and reimbursables	\$37,350

Assumptions

No meetings have been included with the City of Saint Paul.

No time is included for changes to existing or new signage.

Scanning of existing slab can be handled by RC during design through master list of consultant and/or contractor.

Thank you for the opportunity to continue our work at the Courthouse!

Sponsor: Property Management

Meeting Date: 2/18/2025

Title: Memorandum of Understanding with the State of Minnesota
Second Judicial District for Judicial Chambers Room 12D Remodel
Project

File Number: 2025-050

Background and Rationale:

The Kellogg Courthouse space at the Ramsey County Courthouse/City of Saint Paul City Hall (CHCH) is in need of additional judges' chambers to provide sufficient space for the state of Minnesota's judges, and the state desires that the twelfth floor CourtSmart room (Room 12D) in the facility be converted into judicial chambers.

An existing Memorandum of Understanding (MOU) executed between Ramsey County and the state of Minnesota Second Judicial District provides that the county is responsible for providing the Second Judicial District with the courthouse facilities at CHCH and for costs associated with renting, maintaining, operating, remodeling, insuring, and renovating the space occupied. However, due to the funding and urgency of need for the additional judicial chambers, the state has agreed to provide funding for the remodeling project design services for the 12th floor chambers as presented in the current (MOU).

Ramsey County Property Management will provide the resources and project management services to execute the remodeling project.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the Memorandum of Understanding with the state of Minnesota, through its Second Judicial District, 15 West Kellogg Boulevard, Saint Paul, MN 55102, for county provided remodeling project services for the period upon execution through December 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

A motion to approve was made by Commissioner Jebens-Singh, seconded by Commissioner McGuire.

Motion passed.

Aye - 6: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

By: _____



Jason Yang, Interim Chief Clerk - County
Board

Item Number: 2025-053

Meeting Date: 2/18/2025

Sponsor: Public Works

Title

2024-2028 Transportation Improvement Plan - Amendment 1

Recommendation

1. Amend the 2024-2028 Transportation Improvement Program (TIP) to include the following projects:

Roadway Construction Improvements:

- County Road C - Bridge replacement over Minnesota Commercial Railroad (MCRR) located between Lexington Avenue and Victoria Street - Design funds (construction in 2028).
- County Road F - Collaborative Project with the City of Vadnais Heights for roadway repair, City utility replacement, stormwater improvement, bicycle, and pedestrian access improvements on County Road F between Rice Street and Centerville Road - Design funds (construction in 2028).
- Pennsylvania Avenue - Preliminary engineering, alternatives analysis and public engagement for reconstruction between Rice Street and Mississippi Street - Design funds (construction in 2029).

Roadway Pavement Preservation Improvements:

- Century Avenue - Pavement resurfacing between Lower Afton Road and Woodbine Avenue - 2025 construction funds.
- County Road D - Pavement resurfacing between Flandreau Street and Bittersweet Lane - 2025 construction funds.
- County Road I - Pavement resurfacing and city utility repair between the Rice Creek bridge and Lexington Avenue - 2025 construction funds.

Roadway Multimodal, Community, Accessibility, Resiliency, & Equity (MCARE) Improvements:

- Larpenteur Avenue - Pavement resurfacing, 4 to 3 lane conversion, potential road diet, and trail installation between East Shore Drive and Flandreau Street - Design funds (construction in 2027).
- Long Lake Road/10th Street - Pavement resurfacing, 4 to 3 lane conversion, stormwater improvements, pedestrian, and bicycle access improvements between I-694 and Old Highway 8 - Design funds (construction in 2027 - Federal HSIP grant).
- Mounds View Boulevard - Pavement resurfacing, intersection safety improvements, trail installation, pedestrian crossing safety improvements between Pleasant View Drive and County Road H - Design funds (construction in 2027 - Federal HSIP grant).
- Silver Lake Road - Pavement resurfacing, 4 to 3 lane conversion, stormwater improvements, pedestrian, and bicycle access improvements between Mississippi Street and Mounds View Boulevard - Design funds (construction in 2027 - Federal HSIP grant).
- Victoria Street - Pavement resurfacing and trail installation between County Road C and Harriet Avenue - Design funds (construction in 2027).

Pedestrian Bicycle Improvements (projects led by requesting City):

- Cleveland Avenue (St Paul) - Sidewalk installation and repair between Summit Avenue and Marshall Street - 2025 construction funds.

- County Road I (Shoreview) - Trail boardwalk improvements and repair - Lexington Avenue to Chatsworth Street - 2025 construction funds.
- Lexington Avenue (Roseville) - Multi use trail installation between Sandhurst Drive and Sherren Street - 2025 construction funds.
- Marshall Avenue (St Paul) - Sidewalk installation and repair between Snelling Avenue and Albert Street - 2025 construction funds.

Stormwater Improvements:

- Ditch Authority - Jurisdictional Transfers of various County ditches to local watersheds - 2025 implementation funds.
- Network Wide Drainage Study - Inventory and condition assessment of stormwater assets throughout the County network - 2025 design funds.
- Whitaker Pond - Stormwater pond holding volume restoration and other functionality repairs - 2025 construction funds.

Miscellaneous Infrastructure Improvements:

- Construction and Survey Field Equipment - Necessary field equipment purchase, replacement, and installation - 2025 purchasing funds.
 - Hidden Falls Trail - Pass through grant agreement for DNR funds going to the City of Saint Paul. TIP line item is needed to process pass-through payment.
 - Rice Street G-Line (2026 Expenditure) - Switching previously allocated funds for B-Line to the G-Line project. Need line item in TIP to be able to execute Cooperative Agreement with Met Transit.
2. Amend the 2024-2028 Transportation Improvement Plan by changing the funding source for the Rice Creek Commons Spine Road from "Other" to "County" funds.
 3. Eliminate the bonding request for Rice Creek Commons spine road in the 2025 state platform and revise other language pertaining to Rice Creek Commons in both the state and federal platforms to allow for future funding opportunities at the state and federal levels.

Background and Rationale

The Public Works Department is requesting that the 2024-2028 Transportation Improvement Program (TIP) be amended to include the line items listed. The amendment is necessary to keep our program moving by starting projects planned that were not included in the approved TIP. The complete 2025-2029 TIP will follow at a later date once determinations are made about funding generated from Regional Rail Authority Levy and Local Option Sales Tax accounts. Therefore, it is recommended that the 2024-2028 TIP be amended to include the additional projects summarized below.

Roadway Construction Improvements:

- County Road C - Bridge replacement over Minnesota Commercial Railroad (MCRR) located between Lexington Avenue and Victoria Street - Design funds (construction in 2028). \$300,000
- County Road F - Collaborative Project with the City of Vadnais Heights for roadway repair, city utility replacement, stormwater improvement, bicycle, and pedestrian access improvements on County Road F between Rice Street and Centerville Road - Design funds (construction in 2028). \$300,000
- Pennsylvania Avenue - Preliminary engineering, alternatives analysis, and public engagement for reconstruction between Rice Street and Mississippi Street - Design funds (construction in 2029). \$500,000

Roadway Pavement Preservation Improvements:

- Century Avenue - Pavement resurfacing between Lower Afton Road and Woodbine Avenue - 2025 construction funds. \$1,200,000
- County Road D - Pavement resurfacing between Flandreau Street and Bittersweet Lane - 2025 construction funds. \$45,000
- County Road I - Pavement resurfacing and city utility repair between the Rice Creek bridge and

Lexington Avenue - 2025 construction funds. \$1,150,000

Roadway Multimodal, Community, Accessibility, Resiliency, & Equity (MCARE) Improvements:

- Larpenteur Avenue - Pavement resurfacing, 4 to 3-lane conversion, potential road diet, and trail installation between East Shore Drive and Flandreau Street - Design funds (construction in 2027). \$500,000
- Long Lake Road/10th Street - Pavement resurfacing, 4 to 3-lane conversion, stormwater improvements, pedestrian, and bicycle access improvements between I-694 and Old Highway 8 - Design funds (construction in 2027 - Federal HSIP grant). 125,000
- Mounds View Boulevard - Pavement resurfacing, intersection safety improvements, trail installation, pedestrian crossing safety improvements between Pleasant View Drive and County Road H - Design funds (construction in 2027 - Federal HSIP grant). \$150,000
- Silver Lake Road - Pavement resurfacing, 4 to 3-lane conversion, stormwater improvements, pedestrian, and bicycle access improvements between Mississippi Street and Mounds View Boulevard - Design funds (construction in 2027 - Federal HSIP grant). \$125,000
- Victoria Street - Pavement resurfacing and trail installation between County Road C and Harriet Avenue - Design funds (construction in 2027). \$450,000

Pedestrian Bicycle Improvements (projects led by requesting City):

- Cleveland Avenue (St Paul) - Sidewalk installation and repair between Summit Avenue and Marshall Street - 2025 construction funds. 300,000
- County Road I (Shoreview) - Trail boardwalk improvements and repair - Lexington Avenue to Chatsworth Street - 2025 construction funds. \$500,000
- Lexington Avenue (Roseville) - Multi-use trail installation between Sandhurst Drive and Sherren Street - 2025 construction funds. \$340,000
- Marshall Avenue (St Paul) - Sidewalk installation and repair between Snelling Avenue and Albert Street - 2025 construction funds. \$520,000

Stormwater Improvements:

- Ditch Authority - Jurisdictional Transfers of various County ditches to local watersheds - 2025 implementation funds. \$250,000
- Network Wide Drainage Study - Inventory and condition assessment of stormwater assets throughout the County network - 2025 design funds. \$500,000
- Whitaker Pond - Stormwater pond holding volume restoration and other functionality repairs - 2025 construction funds. \$300,000

Miscellaneous Infrastructure Improvements:

- Construction and Survey Field Equipment - Necessary field equipment purchase, replacement, and installation - 2025 purchasing funds. \$250,000
- Hidden Falls Trail - Pass through grant agreement for DNR funds going to the City of Saint Paul. TIP line item is needed to process pass-through payment. \$483,000
- Rice Street G-Line (2026 Expenditure) - Switching previously allocated funds for B-Line to the G-Line project. Need line item in TIP to execute a cooperative agreement with Met Transit. \$1,300,000

In reviewing county priorities and the range of available funding sources within Public Works, the county will fund the construction of the Spine Road using its own transportation resources. This change in the county's legislative platform allows for a more focused approach to state funding requests. In the 2025 state and federal legislative platforms, the bonding request for Rice Creek Commons will be removed. However, each platform will continue to include a general platform item stating that the county is pursuing funding for this project. Language specifying the amount and the project details will be deleted, as follows:

“Pursue funding for the Rice Creek Commons development project in Arden Hills on the former Twin Cities Army Ammunition (TCAAP) site.”

Please refer to the attached 2024-2028 TIP Amendment Summary.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

Ramsey County is the most racially and ethnically diverse county in the state of Minnesota. Improved transportation conditions and options will benefit all residents of the county, including communities of color and Native Americans in Ramsey County who are more likely to benefit from increased investments in transportation projects that prioritize Ramsey County’s All Abilities Transportation Network policy. All transportation capital construction projects, including roadway, bridge, trail & sidewalk, and transit projects that are identified in the TIP include workforce inclusion goals of 32% minority and 20% women in the construction workforce. These goals strive to economically benefit communities of color and Native Americans by investments in transportation.

As established by the Federal Highway Administration, Disadvantaged Business Enterprise (DBE) goals are required on all federally funded construction projects. Many DBE firms are minority or female owned, which provides an opportunity for these companies to participate in these federally funded construction projects.

Public Works also has a goal of 5% growth year over year for the use of Certified Small Business Enterprise (CERT SBE) companies on its construction projects. The CERT SBE companies are further categorized into minority and female owned businesses that can be contracted with on Public Works’ professional/technical and construction agreements.

Community Participation Level and Impact

Each of these projects are being brought forward in collaboration as a request from the cities or the Minnesota Department of Transportation. Amending the TIP to include these projects strengthens that partnership and delivers quality projects for the users of the transportation system. As each project begins its project development moving towards construction, the community will be engaged to ensure that the scope of the proposed project is consistent with community goals and values, as well as with local planned investments.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

This action will allow the county to participate financially in the identified transportation improvements. The county share for each project will be covered with County State Aid Highway funds, Transportation Advancement Account Funds, Highway Safety Improvement Program, and wheelage tax funds. The expected total county expenditure for these projects is \$5,885,000. Funding for the Rice Creek Commons Spine Road will be a combination of county transportation revenue sources.

Last Previous Action

On February 27, 2024, the Ramsey County Board approved the 2024-2028 Transportation Improvement Program (Resolution B2024-038).

Attachments

1. 2024-2028 TIP Amendment Summary

Roadway Construction Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
County Road C	23	Over MCRR	RC	RV	Planning/Design	\$150			\$150							\$300
County Road F	12	Rice St. to Centerville Rd.	RC	VH	Planning/Design	\$150			\$150							\$300
Pennsylvania Avenue	33	Rice St to Mississippi St	RC	SP	Planning/Design	\$250			\$250							\$500
Rice Creek Commons Spine Road	4	CSAH 96 to CR H	RC	AH	Construction		\$35,000									\$35,000

Roadway Pavement Preservation Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Century Aveune	72	Lower Afton Rd. to Woodbine Ave.	RC	MW	Pavement Preservation		\$500					\$700				\$1,200
County Road D	19	Flandrau St. to Bittersweet Ln.	RC	MW	Pavement Preservation		\$45									\$45
County Road I	3	Rice Creek Bridge to Lexington Ave.	RC	SV/AH	Pavement Preservation		\$400					\$750				\$1,150

Roadway MCARE Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Larpenteur Avenue	30	East Shore Dr to Flandrau St.	RC	SP	Planning/Design	\$150			\$100		\$250					\$500
Long Lake Road/10th St	45/12	I-694 to Old Hwy 8	RC	NB	Planning/Design	\$75					\$50					\$125
Mounds View Boulevard	10	Pleasant View Dr. to County Road H	RC	MV/SLP	Planning/Design						\$150					\$150
Silver Lake Road	44	Mississippi St. to Mounds View Blvd	RC	NB/MV	Planning/Design	\$75					\$50					\$125
Victoria Street*	52	County Rd. C to Harriet Ave.	RC	RV/SV	Planning/Design	\$200			\$150		\$100					\$450

* assumes no ROW needed

Pedestrian / Bicycle Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Cleveland Ave	46	Summit Ave to Marshall Ave	SP	SP	Construction		\$150		\$150							\$300
County Road I	3	Lexington Ave. to Chatsworth St.	SV	SV	Construction		\$100		\$400							\$500
Lexington Avenue	51	Sandhurst Dr. to Sherren St.	RV	RV	Construction		\$170		\$170							\$340
Marshall Avenue	35	Snelling Ave to Albert St	SP	SP	Construction		\$260		\$260							\$520

Stormwater Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Ditch Authority	NA	Various	RC		Jurisdictional Transfers		\$250									\$250
Various	NA		RC		Drainage System Study						\$500					\$500
Whitacker Pond	NA			WBT	Construction		\$160		\$140							\$300
Hidden Falls Trail	NA		SP	SP	Pass Through Grant					\$483						\$483

Miscellaneous Infrastructure Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Various					Const/Survey Equip							\$250				\$250
Rice Street G-Line	49	John Ireland to Little Canada Road	MT	SP/MW/RV	BRT								\$1,300			\$1,300

2026 Expenditure

Sponsor: Public Works

Meeting Date: 2/18/2025

Title: 2024-2028 Transportation Improvement Plan - Amendment 1

File Number: 2025-053

Background and Rationale:

The Public Works Department is requesting that the 2024-2028 Transportation Improvement Program (TIP) be amended to include the line items listed. The amendment is necessary to keep our program moving by starting projects planned that were not included in the approved TIP. The complete 2025-2029 TIP will follow at a later date once determinations are made about funding generated from Regional Rail Authority Levy and Local Option Sales Tax accounts. Therefore, it is recommended that the 2024-2028 TIP be amended to include the additional projects summarized below.

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"Pursue funding for the Rice Creek Commons development project in Arden Hills on the former Twin Cities Army Ammunition (TCAAP) site."

Please refer to the attached 2024-2028 TIP Amendment Summary.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Amend the 2024-2028 Transportation Improvement Program (TIP) to include the following projects:

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- County Road C - Bridge replacement over Minnesota Commercial Railroad (MCRR) located between Lexington Avenue and Victoria Street - Design funds (construction in 2028).
- County Road F - Collaborative Project with the City of Vadnais Heights for roadway repair, City utility replacement, stormwater improvement, bicycle, and pedestrian access improvements on County Road F between Rice Street and Centerville Road - Design funds (construction in 2028).
- Pennsylvania Avenue - Preliminary engineering, alternatives analysis and public engagement for reconstruction between Rice Street and Mississippi Street - Design funds (construction in 2029).

Roadway Pavement Preservation Improvements:

- Century Avenue - Pavement resurfacing between Lower Afton Road and Woodbine Avenue - 2025 construction funds.
- County Road D - Pavement resurfacing between Flandreau Street and Bittersweet Lane - 2025 construction funds.
- County Road I - Pavement resurfacing and city utility repair between the Rice Creek bridge and Lexington Avenue - 2025 construction funds.

Roadway Multimodal, Community, Accessibility, Resiliency, & Equity (MCARE)

Improvements:

- Larpenteur Avenue - Pavement resurfacing, 4 to 3 lane conversion, potential road diet, and trail installation between East Shore Drive and Flandreau Street - Design funds (construction in 2027).
- Long Lake Road/10th Street - Pavement resurfacing, 4 to 3 lane conversion, stormwater improvements, pedestrian, and bicycle access improvements between I-694 and Old Highway 8 - Design funds (construction in 2027 - Federal HSIP grant).
- Mounds View Boulevard - Pavement resurfacing, intersection safety improvements, trail installation, pedestrian crossing safety improvements between Pleasant View Drive and County Road H - Design funds (construction in 2027 - Federal HSIP grant).
- Silver Lake Road - Pavement resurfacing, 4 to 3 lane conversion, stormwater improvements, pedestrian, and bicycle access improvements between Mississippi Street and Mounds View Boulevard - Design funds (construction in 2027 - Federal HSIP grant).
- Victoria Street - Pavement resurfacing and trail installation between County Road C and Harriet Avenue - Design funds (construction in 2027).

Pedestrian Bicycle Improvements (projects led by requesting City):

- Cleveland Avenue (St Paul) - Sidewalk installation and repair between Summit Avenue and Marshall Street - 2025 construction funds.
- County Road I (Shoreview) - Trail boardwalk improvements and repair - Lexington Avenue to Chatsworth Street - 2025 construction funds.
- Lexington Avenue (Roseville) - Multi use trail installation between Sandhurst Drive and Sherren Street - 2025 construction funds.
- Marshall Avenue (St Paul) - Sidewalk installation and repair between Snelling Avenue and Albert Street - 2025 construction funds.

Stormwater Improvements:

- Ditch Authority - Jurisdictional Transfers of various County ditches to local watersheds - 2025 implementation funds.
- Network Wide Drainage Study - Inventory and condition assessment of stormwater assets throughout the County network - 2025 design funds.
- Whitaker Pond - Stormwater pond holding volume restoration and other functionality repairs - 2025 construction funds.

Miscellaneous Infrastructure Improvements:

- Construction and Survey Field Equipment - Necessary field equipment purchase, replacement, and installation - 2025 purchasing funds.
 - Hidden Falls Trail - Pass through grant agreement for DNR funds going to the City of Saint Paul. TIP line item is needed to process pass-through payment.
 - Rice Street G-Line (2026 Expenditure) - Switching previously allocated funds for B-Line to the G-Line project. Need line item in TIP to be able to execute Cooperative Agreement with Met Transit.
1. Amend the 2024-2028 Transportation Improvement Plan by changing the funding source for the Rice Creek Commons Spine Road from "Other" to "County" funds.
 2. Eliminate the bonding request for Rice Creek Commons spine road in the 2025 state platform and revise other language pertaining to Rice Creek Commons in both the state and federal platforms to allow for future funding opportunities at the state and federal levels.

A motion to approve was made by Commissioner Jebens-Singh, seconded by Commissioner McGuire.

Motion passed.

Aye: - 6: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

By: 

Jason Yang, Interim Chief Clerk - County Board