

Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Human Resources, 121 7th Place East, Suite 2100, Saint Paul, MN 55101 ("County") and Deloitte Consulting LLP, 4022 Sells Drive, Hermitage, TN 37076, registered as a Partnership in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from October 12, 2021 through July 09, 2024 and may not be renewed.

2. Scope of Service

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

2.1.

The Contractor shall provide general employee and retiree benefits consulting advisory services as requested by the County in Request for Proposal HR0000002031 issued on February 13, 2019 and contractor's response dated March 7, 2019 and April 25, 2019. The County reserves the right to request additional services as identified in the County's Request for Proposals and/or as proposed in the Contractors response, with rates in accordance with the hourly rates listed in Section 4.2 and not to exceed a contract maximum of \$400,000 for the life of the agreement.

All services will include advice and recommendations, but the Contractor will not make any decisions on behalf of the County in connection with the implementation of such advice and recommendations. All deliverables will be provided in English.

Services shall include but not be limited to:

- Ensuring compliance with federal, state and local regulations governing employee benefit obligations
- Making recommendations and supporting the implementation of benefit programming that will enhance the County's ability to attract and retain employees consistent with the feedback in the 2017 comprehensive assessment
- Providing on-going consultation on any new developments in employee benefit law that may impact the County's benefit programming
- Assisting the County in defining and documenting a benefits strategy to include both short and long-term goals
- Identifying analytical tools and measures to be used to describe the overall health of the employee population, identify disease or wellness trends, improve the focus and execution of wellness initiatives and facilitate more accurate budgeting and forecasting
- Providing actuarial analysis beyond the recommendations of the contracted health, life or disability carriers when evaluating benefit plan design alternatives and budgeting recommendations
- Meeting with various management and labor groups as needed on relevant benefit related topics

- Assist with drafting and evaluation of Request for Proposals for employee insurance programs

The following services are anticipated to occur during the course of this contract and will be provided at the hourly rates listed in section 4.2 or as modified through the life of the:

- Complete annual reviews of the County's medical insurance renewal from the County's insurance provider to confirm acceptable premium pricing for the quoted plans and to make any recommendations for alternative plans or plan design changes based on the County's claims experience.
- Include a high-level analysis for potential cost savings if the County were to implement a self-funded arrangement for medical and/or dental coverages based on renewal information presented by the County's insurance provider.
- On an annual basis, review the County's medical insurance plan offerings for its Retiree population and advise whether there are other plan options that may better serve the County in meeting this insurance obligation.
- Provide a Rewards Optimization analysis that includes the following service options
 - Workforce Insights Survey (Not-to-Exceed \$25,000)
 - Gap Analysis (includes the Insights Survey with a Not-to-Exceed of \$45,000)
 - Rewards Optimization (includes the Insights Survey with a Not-to-Exceed of \$105,000)
 - A combination of Rewards Optimization and Gap Analysis (Not-to-Exceed \$150,000)
 - As an alternative to the Optimization analysis above, provide a low-cost Rewards Optimization Analysis consisting of focus groups and recommendations (Not-to-Exceed \$30,000).

2.2.

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

2.3.

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

3. Schedule

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

4. Cost

4.1.

The County shall pay the Contractor a not to exceed amount of \$ 400,000.00 over the life of the contract according to the agreed to rates.

4.2.

The County shall pay the Contractor the following unit rates:

Hourly Rates

Principal - \$434/Hour

Director - \$361/Hour

Senior Manager - \$336/Hour

Manager - \$312/Hour
Senior Consultant - \$272/Hour
Consultant - \$232/Hour
Analyst - \$209/Hour
Clerical - \$65/Hour

5. Special Conditions

5.1.

Hourly Rate Increase – Hourly rates can increase once per 12-month period by no more than 3%. Hourly rate increase requests must be made in writing 30 days prior to the proposed increase and acknowledged by way of written amendment.

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

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

6.1.2.

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

6.2. Application for Payments

6.2.1.

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

6.2.2.

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

6.2.3.

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

6.2.4.

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

6.2.5.

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

6.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The

Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

6.3. Independent Contractor

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

6.4. Successors, Subcontracting and Assignment

6.4.1.

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

6.4.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the County. The County hereby consents to the Contractor subcontracting a portion of the services to any affiliate (which means any entity under common control with Deloitte LLP, the U.S. member firm of Deloitte Touche Tohmatsu Limited) located within the United States.

6.4.3.

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

6.4.4.

If while completing the Project, additional Subcontractors are required, the Contractor shall notify the County in writing of the Subcontractor's name, contact information and the specific Work to be performed prior to the start of the work to be completed by the Subcontractor.

6.4.5.

The Contractor is responsible to the County for the acts and omissions of Contractor's Subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of Contractor's employees.

6.4.6.

The Contract Documents shall not be construed as creating any contractual relations between the County or the County's Representative and any Subcontractor.

6.4.7.

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to the Subcontractor's Work.

6.4.8.

For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the County or County's Representative an arbitrator to establish limits to the contracts between the Contractor and Subcontractors.

6.4.9.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provision of the Contract Documents.

6.5. Compliance With Legal Requirements

6.5.1.

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

6.5.2.

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

6.6. Data Practices

6.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

6.6.2.

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

6.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which data that is provided by or on behalf of the County to Contractor in its performance of the services under this agreement ("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 are provided, 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 confirmation that the data has been purged, provided, however, that the Contractor may retain County data in accordance with its data retention policy, for archival purposes to evidence the services, or if required by law or professional standards, subject to the data practices requirements set forth in this agreement.

6.7. Security

6.7.1.

While performing services at a County worksite or on County systems, 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, that are provided to Contractor in writing in advance of such performance, provided that such Policies do not violate any applicable state, local, or federal law or regulation, that such Policies do not expand the scope of the services, are not inconsistent with, or do not modify or amend the terms, conditions, or purposes of this agreement (without a corresponding modification agreed to by the parties), and that such Policies shall not apply to security controls on Contractor's computers, smartphones, or other information systems or networks and shall not require any modification of Contractor's own security policies and programs. With regards to Contractor's computers, smartphones, or other information systems or networks, Contractor will follow their information and security policies through requirements no less restrictive than the County's Data Practices and Security sections of this Agreement. Without limiting the generality of the foregoing, Contractor shall comply with the requirements set forth in the Information Security Statement set forth in Attachment D.

6.7.2.

Contractors shall report to Ramsey County any confirmed or reasonably suspected privacy or security incident that adversely affects the confidentiality or security of County data under the control of Contractor of which it becomes aware. "Security Incident" means the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of County data subject to the MGDPA or HIPAA ("protected information"), and incidents in which the confidentiality of the protected information maintained by it has been compromised. This report must be in writing and sent to the County not more than 7 days after confirming of such Privacy or Security Incident. Such a report will at least, to the extent known to Contractor: (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 reimbursing the County for its cost notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

6.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by terms no less restrictive than the same restrictions and conditions that apply to it with respect to such information.

6.7.4.

The County retains the right to inspect and review, no more than once annually or promptly following a confirmed Privacy or Security Incident, the Contractor's operations for potential risks to County operations or data. The review shall be limited to (a) a review of the current version of the Type 2 service organization controls report with respect to the examination by a third party engaged by Contractor in accordance with AT Section 101 of the Statement on Standards for Attestation Engagements to report on controls at a Service Organization relevant to security and availability, established by the American Institute of Certified Public Accounts (the "SOC 2 Report") or a report prepared by a third party that is designed to provide similar information as a SOC 2 Report; provided that the County shall not disclose such reports or refer to any of such reports in any communication to any person or entity other than the County; (b) an inspection of documentation summarizing Contractor's information security program and disaster recovery plans, (c) a review of responses to a written information security questionnaire provided by the County to Contractor, and (d) discussions with appropriate personnel who Contractor shall make reasonably available to discuss its information security practices and procedures.

6.7.5.

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

6.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, employees, and agents may hereafter sustain, incur or be required to pay, attributable to claims of third parties solely for bodily injury, death or damage to real or tangible personal property, to the extent proximately caused by the negligence or intentional misconduct of the Contractor, its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations under this Agreement; provided however, that if there also is fault on the part of the County or any entity or individual acting on the County's behalf, the foregoing indemnification shall be on a comparative fault basis.

As a condition to the indemnity obligations contained herein, the County shall provide the Contractor with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such Claim. The Contractor shall be entitled to control the handling of any such Claim and to defend or settle any such Claim, in its sole discretion, with counsel of its own choosing.

6.9. Contractor's Insurance

6.9.1.

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

6.9.2.

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

6.9.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

6.9.3.1.

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

6.9.3.2.

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

6.9.4.

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

6.9.4.1.

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

6.9.4.2.

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

6.9.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

6.9.6.

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

6.9.7.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

6.9.8.

The Contractor waives all rights of subrogation 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 employer's liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

6.9.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. The parties agree that if the County is a party to a claim for which the Contractor's insurance may reasonably be applicable, then the Contractor will provide to County its insurance policies excluding lists of additional insureds, premium determination and related underwriting data, correspondence intended exclusively for the first Named Insured and statements of values.

6.9.10.

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

6.9.11.

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

6.9.12.

Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 60 days prior written notice has been given to the County. Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

6.9.14.

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

6.10. Audit

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

6.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or

address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Greg Anderson, Human Resources Department, 121 7th Place East, Suite 2100, Saint Paul, MN 55101

Contractor:

Steven Wander, Deloitte Consulting LLP, 50 South Sixth Street, Suite 2800, Minneapolis, MN 55402

6.12. Non-Conforming Services

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

6.13. Setoff

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

6.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement to the extent applicable to the Contractor in its performance of the services hereunder. The Contractor warrants that it is not now aware of any facts that create a conflict of interest with respect to the services to be provided hereunder. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest with respect to the services covered by this Agreement, it shall promptly make full written disclosure of such facts to the County, subject to any applicable confidentiality obligations to which the Contractor may be subject. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Contractor understands that failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement by the County.

6.15. Respectful Workplace and Violence Prevention

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

6.16. Force Majeure

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

6.17. Unavailability of Funding - Termination

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

6.18. Termination

6.18.1.

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

6.18.2.

If either party violates any material terms or conditions of this Agreement the non-breaching party will, without prejudice to any right or remedy, give the breaching party, and its surety, if any, fifteen (15) business days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the breaching party fails to cure the deficiency within the fifteen (15) business day cure period, this Agreement shall terminate upon expiration of the cure period.

6.18.3.

The County may terminate this Agreement without cause upon giving at least 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.

6.19. Interpretation of Agreement; Venue

6.19.1.

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

6.19.2.

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

6.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement. The Contractor disclaims any other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

6.21. Infringement

6.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses, in each case attributable to the claims of third parties that the County's use or possession of any software, licenses, materials, reports, documents, data, or documentation delivered to the County under the terms of this Agreement ("Deliverables"), violates or infringes upon any third party patents, copyrights, trademarks, trade secrets, or other intellectual proprietary rights or information, except to the extent that such infringement or authorized use arise from, or could have been avoided except for (i) modification of such Deliverable other than by the Contractor or its subcontractors or use thereof in a manner not contemplated by this Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by the Contractor, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by the Contractor. As a condition to the indemnity obligation in this Section 6.21.1, the County will promptly notify the Contractor in writing of such claim and shall cooperate in all reasonable and customary respects with the Contractor in connection with any indemnity claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding in its sole discretion, with counsel of its own choosing. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

6.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any (or if the Contractor comes to believe such injunction imminent), the Contractor shall either (x) arrange for the County to continue using the Deliverable at no additional cost to the County, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that if (y) or (z) is the option chosen by the Contractor, that the replacement or modified Deliverable is capable of performing substantially the same function. If the Contractor cannot reasonably procure, replace or modify such Deliverable as required in the immediately preceding sentence, the Contractor shall remove the Deliverable and refund any professional fees paid by the County in conjunction with the Services giving rise to such Deliverables.

6.22. Debarment and Suspension

When Ramsey County is using federal funds for a purchase of \$25,000 or over, the federal government prohibits the County from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

6.23. Diverse Workforce Inclusion

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

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection 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 Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

6.24. Alteration

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

6.25. Entire Agreement

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

7. Special Contract Terms and Conditions

7.1.

Limitation of Liability

Except as to death, bodily injury, or damage to real or tangible personal property, or to the extent resulting from the recklessness, bad faith or intentional misconduct of the Contractor or its subcontractors or their respective personnel, the Contractor, its subsidiaries, subcontractors, and their respective personnel shall not be liable to the County for any claims, liabilities, or expenses relating to this Agreement ("Claims") for an aggregate amount in excess of \$2,000,000. Except for any indemnification obligations contained herein, in no event shall either party, their officials, officers, principals, members, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).