



Board of Commissioners

Agenda

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

August 17, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

1. **Agenda of August 17, 2021 is Presented for Approval.** [2021-421](#)

Sponsors: County Manager's Office

Approve the agenda of August 17, 2021.

2. **Minutes from August 10, 2021 are Presented for Approval** [2021-422](#)

Sponsors: County Manager's Office

Approve the August 10, 2021 Minutes.

COVID UPDATE

ADMINISTRATIVE ITEMS

3. **Terms of Collective Bargaining Agreement with Teamsters 320 Probation Officers for the Year 2021** [2021-397](#)

Sponsors: Human Resources

1. Approve the terms of the collective bargaining agreement with Teamsters 320 Probation Officers for the year 2021
2. Authorize the Chair and the County Manager to execute the agreement.

4. **Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to Utilize the Minnesota Criminal Justice Data Communications Network** [2021-393](#)

Sponsors: Sheriff's Office

1. Approve the Joint Powers Agreement with the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Avenue, Saint Paul, Minnesota 55106 to utilize the Minnesota Criminal Justice Data Communications Network for a five-year period upon the execution of the Agreement in the amount of \$261,600.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
3. Approve the Court Services Data Subscriber Amendment with the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Avenue, Saint Paul, Minnesota 55106 for court data subscriber services.

4. Authorize the Chair and Chief Clerk to execute the Court Data Services Subscriber Amendment.

5. American Rescue Plan Act Funds for the Advancement of the Ramsey County Economic Competitiveness & Inclusion Plan

[2021-436](#)

Sponsors: Community & Economic Development

1. Approve \$20,000,000 of the American Rescue Plan Act funding for Affordable Housing Investment for years 2021-2025 to increase housing infrastructure in accordance with federal guidance.
2. Establish a \$20,000,000 Affordable Housing Investment Fund for years 2021-2025 through funding from the American Rescue Plan Act to increase housing infrastructure in accordance with federal requirements.
3. 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.
4. Authorize the County Manager to establish a project account for Affordable Housing Investment Fund and transfer related expenses and revenue, including any previously incurred expenses and recognized revenue.
5. Prioritize the Affordable Housing Investment Fund for any unspent American Rescue Plan Act funds should funds remain following remaining tiered investments.

POLICY ITEM

6. Vaccine and Testing Protocols and Incentives

[2021-450](#)

Sponsors: Human Resources

1. Authorize the County Manager to expend up to \$1 million from federal Coronavirus response funds:
 - a. To implement an employee incentive program for all employees who provide information regarding receiving a COVID-19 vaccine or vaccine series.
 - b. To support any testing or auditing infrastructure that is required to effectively administer a program in which all Ramsey County employees are required to be vaccinated against or regularly tested for COVID-19.
 - c. Authorized expenditures can be made across multiple years consistent with the availability of each funding source used.
2. Direct the County Manager to implement a requirement that all Ramsey County employees are required to be vaccinated against or in absence of vaccination be regularly tested for COVID-19.
3. Require the County Manager to provide at least a thirty (30) day notice to all employees and the County Board prior to implementation of the vaccine or testing requirement.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:30 a.m. (estimated): County Board Workshop: Flexible Workplace Policy - Council Chambers - Courthouse Room 300

1:30 p.m.: County Board Workshop: Transforming Systems Together - County Board Office - Courthouse Room 220

Public access via Zoom Webinar:

<https://zoom.us/j/95056339690?pwd=NlpkbEdFSVFwZIN3NTRSd0puRG9ydz09>

Webinar ID: 950 5633 9690 | Passcode: 081721 | Phone: 651-372-8299

Advance Notice:

August 24, 2021 County board meeting – Council Chambers

August 31, 2021 No county board meeting – 5th Tuesday

September 7, 2021 County board meeting – Council Chambers

September 14, 2021 No county board meeting (Budget Committee of the Whole - Council Chambers)



Board of Commissioners

Request for Board Action

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

Item Number: 2021-421

Meeting Date: 8/17/2021

Sponsor: County Manager's Office

Title

Agenda of August 17, 2021 is Presented for Approval.

Recommendation

Approve the agenda of August 17, 2021.



Board of Commissioners

Request for Board Action

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

Item Number: 2021-422

Meeting Date: 8/17/2021

Sponsor: County Manager's Office

Title

Minutes from August 10, 2021 are Presented for Approval

Recommendation

Approve the August 10, 2021 Minutes.

Attachments

1. August 10, 2021 Minutes



Board of Commissioners

Minutes

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

August 10, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:00 a.m. with the following members present: Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt (late), and Chair Carter. Also present were Ryan O'Connor, County Manager, and Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Present: Carter, Frethem, MatasCastillo, McDonough, McGuire, and Ortega
Absent: Reinhardt

PLEDGE OF ALLEGIANCE

1. Agenda of August 10, 2021 is Presented for Approval. [2021-405](#)

Sponsors: County Manager's Office

Approve the agenda of August 10, 2021.

Motion by McGuire, seconded by Frethem. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, and Ortega

Absent: Reinhardt

2. Minutes from August 3, 2021 are Presented for Approval [2021-406](#)

Sponsors: County Manager's Office

Approve the August 3, 2021 Minutes.

Motion by Frethem, seconded by McDonough. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, and Ortega

Absent: Reinhardt

PROCLAMATION

3. Proclamation: Honoring Olympic Gold Medalist Sunisa Lee [2021-446](#)

Sponsors: Board of Commissioners

Presented by Commissioner McDonough. Proclamation was accepted by a family representative, Kaohly Vang-Her, on behalf of the Lee family. A video message was shared from Sunisa's parents, Yeev Thoj and Houa John Lee. Discussion can be found on archived video.

COVID UPDATE

Presented by County Manager Ryan O'Connor, Sara Hollie, Director - Public Health, Laura Anderson, Deputy Incident Commander - Public Health, and Dr. Lynne Ogawa, Medical Director - Public Health.

Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

4. Grant Agreement with Minnesota Department of Transportation for Local Road Improvement Program for County Road J from Centerville Road to Otter Lake Road, including the I-35E interchange [2021-388](#)

Sponsors: Public Works

1. Accept a grant award with the Minnesota Department of Transportation for preliminary Design and environmental documents for the reconstruction of County Road J, from Centerville Road to Otter Lake Road, including the I-35E interchange (S.A.P. 062-593-009 tied to S.A.P. 062-660-012), in the amount of \$520,368.
2. Agree to the terms and conditions of the grant agreement consistent with Minnesota Statutes, section 174.52: a) agree to pay any additional amount by which the cost exceeds the grant, and b) agree to return to the Minnesota State Transportation Fund any amount appropriated for the Project but not required to complete the Project.
3. Authorize the Chair and Chief Clerk to approve and execute the grant agreement.
4. Authorize the County Manager to enter into agreements and contracts and execute change orders and amendments to agreements and contracts, in accordance with the County's procurement policies and procedures provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to make temporary cash loans as needed from the General Fund to the Road and Bridge CIP fund until funds are received, with repayment to be made upon receipt of the Local Road Improvement Project grant funds.

Motion by MatasCastillo, seconded by Frethem. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2021-176](#)

POLICY ITEMS

5. Countywide Policy Regarding Face Coverings at County Sites [2021-437](#)

Sponsors: County Manager's Office

1. Require that visitors to Ramsey County indoor spaces wear face coverings.
2. Require that Ramsey County employees wear face coverings while working in Ramsey County indoor spaces and while conducting county business indoors at community (non-county) sites.
3. Authorize the county manager to administratively approve changes to this policy, including when masks are required or recommended, based upon CDC guidance and Public Health protocols, and update the Board as needed.

Motion by MatasCastillo, seconded by McDonough. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2021-177](#)

6. American Rescue Plan Act Funds for the Advancement of the Ramsey County Economic Competitiveness & Inclusion Plan [2021-354](#)

Sponsors: Community & Economic Development

None. For information and discussion only.

Presented by Kari Collins, Director - Community and Economic Development. Discussion can be found on archived video.

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Carter declared the meeting adjourned at 10:55 a.m.

Item Number: 2021-397

Meeting Date: 8/17/2021

Sponsor: Human Resources

Title

Terms of Collective Bargaining Agreement with Teamsters 320 Probation Officers for the Year 2021

Recommendation

1. Approve the terms of the collective bargaining agreement with Teamsters 320 Probation Officers for the year 2021
2. Authorize the Chair and the County Manager to execute the agreement.

Background and Rationale

Collective bargaining with Teamsters 320 Probation Officers has resulted in a tentative agreement for a one-year contract for the year of 2021. This bargaining unit represents approximately 184 employees who work at the Ramsey County Community Corrections Department in the job classification of Probation Officer 1, 2 and 3.

The current agreement expired December 31, 2020 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process.

The settlement was reached between the parties on July 7, 2021. Teamsters Local 320 Probation Officers subsequently voted to ratify the tentative agreement on August 6, 2021. Although the challenges were significant, there was ample opportunity to address the interests of both union and management and there is a successful conclusion of this process. The proposed settlement addresses the important interests of affected employees and the county while staying within the financial parameters authorized by the Ramsey County Board.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

With over 435 employees in the Community Corrections Department, 33% are racially and ethnically diverse. This matches the diversity of the civilian workforce for Ramsey County American Community Survey Five Year Estimates (2015-19). Also, this is comparable to the county's overall racial and ethnic diversity of the workforce of 40%. Collective Bargaining Agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide protective services to Ramsey County residents and promote the county's vision, mission and goals.

Community Participation Level and Impact

This action is strictly operational and internal facing. The Ramsey County residents do not participate in labor contract negotiations. The Teamsters Probation Officer bargaining unit holds a vote of its membership to ratify the agreement pursuant to its internal union process.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Sufficient funds are available for the 0.5% general wage adjustment in the approved Ramsey County Community Corrections Department 2021 operating budget.

County Manager Comments

No additional comment.

Last Previous Action

None

Attachments

1. 2021 Teamsters 320 Probation Officer Tentative Agreement Summary List

Teamsters 320 Probation Officer

Tentative Agreement List for 2021

TA Reached 07/07/2021

DURATION

This Agreement shall be effective as of the first day of January 2021 and shall remain in full force and effect until the last day of December 2021.

Compensation Related Changes:

WAGES

2021

Increase: 0.5%

Effective Date: First Full Pay Period (FFPP) following January 1, 2021. Employees shall progress through the wage schedule per the applicable salary plan in 2021.

INSURANCE- Agreement via MOA effective 01/01/2021 – incorporate language from agreement into the contract

Medical:

2021

Single Coverage:
Employee Pays \$75/mo.

Family Coverage:
Split of Increase 75% employer
25% employee

Dental:

2021 – 50/50 split of premium increase/decrease

New insurance premium rates effective January 1, 2021.

RETIREE INSURANCE CONTRIBUTIONS

Regular Retiree Minimum Payment:

2021

Single – No less than: \$65/mo.
Family – No less than: \$140/mo.

Early Retiree Medical – Same contribution as active employee for 2021.

Boys Totem Town – Article 13.4

Strike language in Article 13.4 regarding Boys Totem Town. Renumber current articles accordingly.

Wages

Provide a one-time lump sum payment of two-hundred (\$200) dollars for contract year 2021. This is payable following County Board approval of the agreement and applies to employees currently employed at the time of board approval. This lump sum sets no precedence or practice.

Updated MOA – Pilot Option for Compensatory Time Off Cash Out

Update dates of existing MOA to continue pilot for 2021.

New MOA – Field Training Officer Training Program Pilot - 2021

Establish a salary differential of \$3.00 for employees assigned Field Training Officer duties.

New MOA – Working out of Class as Acting Shift Supervisor at JDC

Clarify Acting Shift Supervisor at the JDC.

MOAs

- MOA Vacation Advance (i) – **Continue agreement**
- MOA Post Termination HCSP (ii) – **Continue agreement**
- MOA Short/Long Term Disability (iii) – **Continue agreement**
- MOA ACA Insurance for Intermittent Employees (iv) – **Continue agreement**
- MOA Working Out of Class JCD/BTT – **Remove**
- MOA Pilot for Comp Time Cash Out (v) – **Updated MOA for 2021**
- BTT Closure – **Remove**
- **New MOA** Field Training Officer – Training Program Pilot 2021 (vi)
- **New MOA** Working out of Class as Acting Shift Supervisor at JDC (vii)

Housekeeping

- Update dates and numbering throughout the contract.
- Add page numbers to MOAs and add to index.
- Modify gender pronouns.

Parties to review upon redline of final agreement.

LANGUAGE CHANGES

Article 13 Work Force

~~13.4 — Assignment of Probation Officers to dorms (Boys' Totem Town) — When openings occur in the Probation Officer positions, new staff will be assigned to the vacant position within the dormitory. Staff may request to be transferred from one dormitory to another. These requests will be considered at the time an opening occurs or in July of each year. The decision for assignment of dormitory staff will be by discussion and consensus of the assistant superintendent and treatment director. Final approval will be made by the superintendent. Notification of any reassignments will be made by July 31st of each year. Bidding on rotating shift — Probation Officers (Boys' Totem Town) — From August 1st to August 15th each year, (commencing August 1, 1979) the Probation Officers assigned to a dormitory may bid on the position within each dorm that rotates days and afternoons. This bidding will be within a dormitory only and not across dormitories. The bidding will be by seniority within the bargaining units. The shift reassignments will be effective September 1st of each year.~~

Article 15 Insurance

15.1 Employee Insurance – The County will provide the following insurance contributions on the 1st of the month following 30 (thirty) days of employment to provisional, probationary and permanent employees who elect insurance coverage: (All contributions shown for medical and dental are monthly and based on full-time employment.)

(1) Medical Insurance:

~~2018—Employees shall contribute \$65 for single coverage. For family coverage, the County shall pay 75% of the premium increase from 2017 to 2018 and the employee shall pay 25% of the increase.~~

~~2019—Employees shall contribute \$65 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2018 to 2019, 75% County/25% employee.~~

2020-2021— Employees shall contribute \$7075 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2019 to 2020, 75% County/25% employee.

Changes will be effective on January 1, 2021 ~~of each year~~.

(2) Dental Insurance:

~~2018—The County and the employee will split the increase in premium for single and family coverage 50/50.~~

~~2019—The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.~~

2020-2021— The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.

Changes will be effective January 1, 2021 ~~of each year~~.

(3) Life Insurance:

The County will provide group life insurance equal to one times an employee's annual salary. (minimum \$10,000, maximum \$50,000). Optional life insurance will be employee paid.

(4) Long-Term Disability:

The County will provide a basic long-term disability benefit providing 40% income replacement. Employees may buy an additional 20% income replacement at their own expense for a total of 60%.

(5) Short-Term Disability:

The County will offer an employee paid short-term disability plan to employees effective 1/1/2000 subject to meeting insurance carriers' enrollment requirements. The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense Account-Premium Option, Health Care Reimbursement Account, and the Dependent Care Reimbursement Account to members of the bargaining unit. Participation is voluntary. The employer will contact the Union representative thirty (30) days or more prior to implementing any substantive changes in the program. If the Union disagrees with the proposed changes, the changes will not be implemented for the members of the bargaining unit unless legally required.

15.2 **Eligibility**

Retiree Insurance: Employees who retire from Ramsey County under provisions of the Public Employment Retirement Act may participate at their option under the health and welfare insurance plans for retired Ramsey County employees. There is no County contribution to dental insurance premiums. County contribution for medical insurance is as follows:

Employees hired before July 1, 1992 – Employees hired before July 1, 1992 must have 10 years (20,800 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums. If an employee retires under PERA disability retirement, the employee must have 5 years (10,400 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums.

Employees hired on or after July 1, 1992 – Employees hired on or after July 1, 1992 must have 20 years (41,600 hours) of County service to receive 50% of the County contribution to retiree medical insurance

premiums. This amount will increase by 4% for each additional year (2,080 hours) of County service until there is a maximum of 90% of the County contribution after 30 years (62,400 hours).

Current insurance eligible employees hired between 7/1/92 and 12/31/05 – Current insurance eligible employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, or opt out of the current retiree benefit and participate in the Health Care Savings Plan (HCSP) option. **This was a one time, irrevocable decision. Employees who did not make an election in writing prior to 11/1/06, were deemed to have elected to retain their current retiree insurance benefit.**

Effective the 1st full pay period following 1/1/07, employees opting out of the current retiree insurance benefit contribute 1% of salary on a per pay period basis to the HCSP.

The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (\$634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year.

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

Only insurance-eligible employees are eligible to participate in this HCSP option.

Employees hired on or after 1/1/06 - Employees hired on or after 1/1/06 will not receive any County contribution toward retiree insurance. Employees who meet the eligibility requirements for retiree insurance may participate in the County's retiree insurance plan but will be responsible for the entire premium. All new employees hired on or after 1/1/06 will contribute 1% of salary on a per pay period basis to a Health Care Savings Plan (HCSP).

The County will contribute five hundred twenty five dollars and twenty cents (~~\$~~525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (~~\$~~634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year. Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave. Only insurance-eligible employees are eligible to participate in this HCSP option.

County Contributions

Early Retiree Contributions: For employees retired from Ramsey County who are less than the age of Medicare eligibility (early retirees), the County will make the same contribution to medical insurance premium as for active employees, subject to the years-of-service requirements listed above.

Regular Retiree Contributions: For employees retired from Ramsey County who are eligible for Medicare, or are at or exceed the age of Medicare eligibility (regular retirees):

~~2018—The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$60.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$130.00 per month.~~

~~2019—The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$60.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$130.00 per month.~~

~~2020-2021-~~ The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$65.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$140.00 per month.

County contributions are subject to the years of service requirements listed above. All changes effective January 1, 2021-each year.

Article 16 Overtime – Institutional Employees

16.5 Employees must not accumulate more than sixty (60) hours overtime during one (1) six (6) month period. When staffing permits, overtime will be liquidated under the following procedure:

- (1) Compensatory time will be offered to employees with over sixty (60) hours accumulated time.
- (2) Supervisors will order liquidation of overtime in excess of sixty (60) hours on twenty-four (24) hour notice to the employee.
- (3) Liquidation of compensatory time will be scheduled four (4) days in advance for those employees with sixty (60) hours or less accumulated overtime.
- (4) Compensatory time will be assigned upon an employee's request when staffing is available and the request will not interfere with the orderly operation of the department.

Note: Pilot program Memorandum of Agreement (attached) governs this section for the duration of the collective bargaining agreement for ~~2018-2020~~2021.)

Article 17 Wages

17.1 Wage Schedules. Employees shall be compensated in accordance with the wage schedules attached to this Agreement, ~~and will continue to be paid the salary rates that were effective as of January 1, 2017. Effective the first full pay period following January 1, 2018, the January 1, 2017 salary rates shall be increased by 2.5%. Effective the first full pay period following January 1, 2019, the January 1, 2018 salary rates shall be increased by 2.5%. Effective the first full pay period following January 1, 2020, the January 1, 2019 salary rates shall be increased by 2.5%. Effective the first full pay period following January 1, 2021, the January 1, 2020 salary~~

rates shall be increased by 0.5%. Employees shall progress through the wage schedule per the applicable salary plan in 2021.

Article 23 Term of Agreement

This Agreement shall be in full force and effect from January 1, ~~2018-2021~~ to December 31, ~~2020-2021~~, and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by September 1st prior to the anniversary date that it desires to modify or terminate this Agreement. In witness thereof, the parties have caused this agreement to be executed this _____ day of _____.

See attached MOAs

Item Number: 2021-393

Meeting Date: 8/17/2021

Sponsor: Sheriff's Office

Title

Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to Utilize the Minnesota Criminal Justice Data Communications Network

Recommendation

1. Approve the Joint Powers Agreement with the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Avenue, Saint Paul, Minnesota 55106 to utilize the Minnesota Criminal Justice Data Communications Network for a five-year period upon the execution of the Agreement in the amount of \$261,600.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
3. Approve the Court Services Data Subscriber Amendment with the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Avenue, Saint Paul, Minnesota 55106 for court data subscriber services.
4. Authorize the Chair and Chief Clerk to execute the Court Data Services Subscriber Amendment.

Background and Rationale

The Bureau of Criminal Apprehension (BCA) provides criminal justice data communications network and tools to authorized agencies in Minnesota. To access the Minnesota Criminal Justice Data Communications Network (CJDN) the BCA requires each eligible agency to have a separate Joint Powers Agreement (JPA) tailored to that agency's needs and security requirements. The Court Data Services Subscriber Amendment supplements the JPA between the BCA and the Ramsey County Sheriff's Office. The Subscriber Amendment adds the Minnesota Court's data system as a party to the Agreement.

The CJDN and the Minnesota Court's data system maintains repositories of data from federal and state law enforcement agencies. The BCA serves as the authority for this data and allows authorized agencies across the state access to this data. This JPA also provides the Sheriff's Office with the flexibility to add, modify, and delete accounts as needed. In addition, the Sheriff's Office can also determine which systems and tools to access data to perform statutorily mandated duties.

Previously, the Ramsey County Board has executed JPAs with the BCA for the Sheriff's Office, Attorney's Office, Community Corrections, and Emergency Communications departments. The current JPA with the Sheriff's Office is expiring and the attached JPA will be updated upon execution.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

There is no direct racial equity impact linked to the Joint Powers Agreement and the Court Data Services Subscriber Amendment. These actions are administrative and the Sheriff's Office involvement serves the entire community.

Community Participation Level and Impact

Information about this action is available through County Board documentation that is published on the County's website at

<https://www.ramseycounty.us/your-government/leadership/board-commissioners/board-meetings-information>.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

The Joint Point Powers Agreement obligates the Sheriff's Office to pay the cost for the network connection. The annual cost is \$52,320 and the total five-year cost is \$261,600. These costs are included and requested in the Sheriff's Office operating budget.

County Manager Comments

No additional comment.

Last Previous Action

On April 26, 2016 the County Board approved the Joint Powers Agreement between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension for the Sheriff's Office to utilize the Minnesota Criminal Justice Data Communications Network for a five-year period (Resolution 2016-151).

On May 3, 2011 the County Board approved the Joint Powers Agreement between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension for the Sheriff's Office to utilize the Minnesota Criminal Justice Data Communications Network for a five-year period (Resolution 2011-157).

Attachments

1. Joint Powers Agreement
2. Court Data Services Subscriber Amendment



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Ramsey on behalf of its Sheriff's Office ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent quarterly for the amount of Thirteen Thousand Eighty Dollars (\$13,080.00) or a total annual cost of Fifty Two Thousand Three Hundred Twenty Dollars (\$52,320.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106

Telephone: 651.793.2007
 Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Bob Fletcher, Sheriff
 Address: 425 Grove St
 St Paul, MN 55102
 Telephone: 651.266.9333
 Email Address: bob.fletcher@co.ramsey.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

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 the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and

the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: Toni Carter
(PRINTED)

Signed: _____

Title: Ramsey County Board Chair
(with delegated authority)

Date: _____

Name: Mee Cheng
(PRINTED)

Signed: _____

Title: Chief Clerk -- County Board
(with delegated authority)

Date: _____

Name: Bob Fletcher
(PRINTED)

Signed: 

Title: Ramsey County Sheriff
(with delegated authority)

Date: 7/27/2021

Approved as to form

Name: Kimberly Parker
(PRINTED)

Signed: _____

Title: Assistant Ramsey County Attorney
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the County of Ramsey on behalf of its Sheriff's Office ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 179938, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. **Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. **INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. **LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Toni Carter
(PRINTED)

Signed: _____

Title: Ramsey County Board Chair
(with delegated authority)

Date: _____

Name: Mee Cheng
(PRINTED)

Signed: _____

Title: Chief Clerk - County Board
(with delegated authority)

Date: _____

Name: Bob Fletcher
(PRINTED)

Signed: 

Title: Ramsey County Sheriff
(with delegated authority)

Date: 7/27/2021

Approved as to form

Name: Kimberly Parker
(PRINTED)

Signed: _____

Title: Assistant Ramsey County Attorney
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division**

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

Item Number: 2021-436

Meeting Date: 8/17/2021

Sponsor: Community & Economic Development

Title

American Rescue Plan Act Funds for the Advancement of the Ramsey County Economic Competitiveness & Inclusion Plan

Recommendation

1. Approve \$20,000,000 of the American Rescue Plan Act funding for Affordable Housing Investment for years 2021-2025 to increase housing infrastructure in accordance with federal guidance.
2. Establish a \$20,000,000 Affordable Housing Investment Fund for years 2021-2025 through funding from the American Rescue Plan Act to increase housing infrastructure in accordance with federal requirements.
3. 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.
4. Authorize the County Manager to establish a project account for Affordable Housing Investment Fund and transfer related expenses and revenue, including any previously incurred expenses and recognized revenue.
5. Prioritize the Affordable Housing Investment Fund for any unspent American Rescue Plan Act funds should funds remain following remaining tiered investments.

Background and Rationale

The American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021. The relief package provides funding in several areas such as state and local aid, education, rental assistance, transit, stimulus payments for individuals, and other provisions. In addition, ARPA provides \$350 billion in additional funding for state and local governments. Eligible uses of ARPA funding include the main tenants of the county's Economic Competitiveness and Inclusion Plan (ECI) including increasing housing supply along the affordability continuum and strengthening the small business ecosystem. ARPA funds may be used to address the negative economic impacts created and/or exacerbated by the COVID-19 pandemic in accordance with federal law, rules and guidance.

On March 23, 2021, Ramsey County released its ECI Plan, which was developed with strong input from residents and community stakeholders during the preceding 18 months. The ECI Plan laid out a variety of recommendations to ensure long-term economic growth, equity, and inclusion in Ramsey County. Many of the recommendations outlined in the Plan are aimed at addressing the longstanding housing crisis and economic inequities that have been exacerbated due to the COVID-19 pandemic and subsequent economic downturn. Accomplishing the ECI Plan's recommendations in the areas of housing and redevelopment was anticipated to be funded primarily through the activation of a Housing and Redevelopment Authority (HRA) property tax levy. The activation of the HRA levy is planned to commence in 2022. This request establishes an Affordable Housing Investment Fund that seeds and accelerates foundational resources and programming ahead of future HRA levy funding.

At the April 20, 2021 Ramsey County board workshop, the County Manager identified and tiered the county's

approach to ARPA investments. Affordable Housing Supply was identified in Tier Five. Leveraging the transformational funding through ARPA ahead of the HRA levy activation ensures Ramsey County can boldly and more proactively address the housing crisis and economic inequities in the county. A phased investment model demonstrates the county participation in projects in the development pipeline while also allowing internal capacity and program development to be advanced to ensure the level of transformational change communicated via the strategic direction previously presented to the board at the April 20 workshop.

Advancing Housing Supply Along the Continuum with ARPA Funds

This request of \$20M is the first expected allocation requested for affordable housing development. Community and Economic Development (CED) department hopes to dedicate up to an additional \$17 million once the county is in receipt of its full ARPA allocation:

- \$20M in 2021 for housing development in 2021 and 2022.
- \$17M in 2022 is for housing development in 2022-2025.

ARPA funding will be used to progress the strategies and actions laid out in Ramsey County’s ECI Plan and consistently with the ARPA funding requirements. Ramsey County will participate in projects primarily as a funding partner. This includes, but is not limited to:

- The preservation of the existing affordable housing supply across the county, including “Naturally Occurring Affordable Housing.”
- The construction of multi-family rental housing that is affordable to those that make less than 30% of the Area Median Income (AMI).
- The construction and preservation of permanent supportive housing units for residents to bridge out of homelessness.
- Equitable housing redevelopment projects that progress county goals of racial equity, climate resiliency and mitigation, and innovative strategies for community wealth-building.
- Develop climate mitigation and resiliency requirements for multi-family investments and encourage developers to partner with utility providers, non-profits and governmental partners to reduce greenhouse gas emissions and operating costs.

Administrative and planning costs, including staff salaries and indirect costs are not expected to exceed 5%, or \$1,000,000 of the initial \$20M budgeted amount.

Strengthening the county’s post-pandemic small business environment was identified in Tier Four of the county’s approach to ARPA investments. A companion board action pertaining to the support of the small business ecosystem is anticipated as a subsequent request assuming availability of resources.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

New and increased funding and tools for affordable housing and business supports were outlined as specific recommended actions within the ECI Plan. Most Black, Latinx, Asian, and Indigenous cost-burdened four-person households are earning less than \$51,700, which equates to 50% of the AMI. Black, Latinx, Asian, and Indigenous renters are more likely to be cost-burdened than white renters. Ramsey County’s biggest need is affordable rental units at 30% AMI, and additionally a need for more rental units with two or more bedrooms. The ECI Plan recommends that Ramsey County consider investing in opportunities along the full housing continuum including building generational wealth in communities that have experienced historic wealth extraction.

Many Ramsey County residents live in poverty and struggle to find or afford stable housing. The current market is not building or preserving enough affordable housing to meet the needs of these residents, including

seniors, low-wage workers and others who make less than \$25,000 annually. This challenge is anticipated to grow, placing further strain on the housing market and county services for all households.

- Of Ramsey County’s 209,000 households, 65,000 pay more than 30% of their income on housing.
- 33,395 people in Ramsey County are currently in mixed-income housing, while 77,330 people are in poverty.
- There is currently a shortage of 15,000+ homes that are affordable for Ramsey County households making between \$30,000-\$50,000 per year
- If all new construction in Ramsey County was dedicated to affordable housing, it would take 20-50 years to meet the current need and would still require subsidies.

The housing shortage is anticipated to grow across Ramsey County, and proactive measures - not reactive - must be taken county-wide to improve our local quality of life. Affordable housing is a smart investment of taxpayer dollars and a long-term solution addressing the root cause of homelessness. Additionally, a regional approach to building housing infrastructure is better aligned with how residents live, work and play in Ramsey County. Housing investment transcends municipal boundaries and functions as critical infrastructure that supports the needs of our residents, workforce and business community.

Community Participation Level and Impact

Significant engagement informed the strategies and actions within the ECI Plan. The ECI Plan was informed and developed through engagement of residents, businesses, community leaders, a steering committee, and the Ramsey County Board of Commissioners, all of whom helped shape the development of an implementable plan that outlines economic and community objectives (and subsequently future budgets) over the next five years.

The engagement, however, does not stop with *what* needs to be done. CED staff will continue to work with the community, housing leaders, and city partners on the *how*. The implementation of these actions will take trust, and co-creation to ensure successful delivery.

CED is in a unique climate of transformative energy and are eager to partner with the community to determine how best to build out HRA programming that will help residents locate full housing options in every corner of the county.

Access to the Economic Competitiveness and Inclusion Plan can be found here: <https://www.ramseycounty.us/your-government/projects-initiatives/economic-development-initiatives/economic-competitiveness-inclusion-plan>

Additional information pertaining to the HRA levy can be found here: <https://www.ramseycounty.us/your-government/leadership/board-commissioners/railroad-housing-authorities/proposed-housing-redevelopment-authority-hra-levy>

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

A total of \$20 million is being requested from the Ramsey County local government ARPA funds to establish the creation of the Affordable Housing Investment Fund at this time.

Ramsey County received \$53.8 million in local ARPA funds to date and anticipates a second equal payment in May 2022. At the April 20, 2021 board workshop, the County Manager highlighted five tiers for investment. The areas of housing and economic development are identified in Tiers Four and Five. The Finance department will provide regular reporting on ARPA funds.

County Manager Comments

This proposed investment in affordable housing supply using American Recovery Plan Act funds aligns with the policy direction outlined by the County Board during previous Board workshops and policy discussions. It is part of a multifaceted American Recovery Plan Act investment strategy that seeks to simultaneously address emergency and systemic issues that must be a part of an effective community recovery effort. In addition to investments in affordable housing supply, the following areas either have already received a portion of Ramsey County's American Recovery Plan Act funds or will be included in priority proposals that will be presented to the Board in the coming months:

- Summer Youth Employment Support (already funded - \$2.5 million)
- Affordable Housing Supply (current proposal - \$37 million)
- Required Vaccine or Testing Program for all Employees (current proposal - \$1 million)
- Racial Equity and Community Engagement (slated for discussion and consideration in August/September)
- Comprehensive Approaches to Violence Prevention and Emergency Response (slated for discussion and consideration in September)
- Prevention of Cuts to County Service Delivery during the Pandemic and its Aftermath (will be included during biennial Budget discussions that begin in August and continue through 2021)

Last Previous Action

On August 10, 2021 the Ramsey County Board of Commissioners received an overview of the ARPA funded housing supply request for discussion and feedback. Amendments to the Request for Board Action were made as a result.

On June 22, 2021, the Ramsey County Board of Commissioners and Ramsey County Housing and Redevelopment Authorities approved the Ramsey County Housing and Redevelopment Authority area of operation to include all of Ramsey County, excluding North Saint Paul (Resolution B2021-151 and Resolution H2021-004).

On June 1, 2021, the Ramsey County Board of Commissioners authorized the County Manager to accept various COVID-19 grants (Resolution B2021-121).

On April 20, 2021 at a County Board Workshop, the County Manager identified and tiered the County's approach to ARPA investments.

Attachments

1. None.

Board of Commissioners

Request for Board Action

Item Number: 2021-450

Meeting Date: 8/17/2021

Sponsor: Human Resources

Title

Vaccine and Testing Protocols and Incentives

Recommendation

1. Authorize the County Manager to expend up to \$1 million from federal Coronavirus response funds:
 - a. To implement an employee incentive program for all employees who provide information regarding receiving a COVID-19 vaccine or vaccine series.
 - b. To support any testing or auditing infrastructure that is required to effectively administer a program in which all Ramsey County employees are required to be vaccinated against or regularly tested for COVID-19.
 - c. Authorized expenditures can be made across multiple years consistent with the availability of each funding source used.
2. Direct the County Manager to implement a requirement that all Ramsey County employees are required to be vaccinated against or in absence of vaccination be regularly tested for COVID-19.
3. Require the County Manager to provide at least a thirty (30) day notice to all employees and the County Board prior to implementation of the vaccine or testing requirement.

Background and Rationale

On March 6, 2020, Minnesota reported its first case of COVID-19. As of August 11, 2021, the state of Minnesota has recorded more than 622,000 cases of COVID-19 and more than 7700 deaths. In recent weeks, the COVID-19 Delta variant, a highly contagious SARS-CoV-2 virus strain, was identified as accounting for more than 90% of all COVID-19 infections in Minnesota. Ramsey County is currently identified as an area of “substantial transmission” related to rates of infection while neighboring counties are beginning to move into more critical rates classified as “high transmission.”

Vaccinations began in December of 2020 under an Emergency Use Authorization and were rolled out first to those in long term care facilities, first responders and populations over the age of 65. As of April 2021, all adults and most recently, children over the age of 12 are eligible to get vaccinated. Close to 70% of Minnesota’s population has received at least one shot of vaccine. COVID-19 vaccines have been proven to be safe and effective, and remain the best method of preventing transmission of COVID-19 and preventing serious illness, hospitalization or death.

In recent weeks, the federal government and the state of Minnesota enacted a requirement that all workers and contractors will attest to their vaccination status or be subject to COVID-19 testing requirements. Many private employers have enacted vaccine mandates.

In the coming weeks, Ramsey County will implement policy and process requiring all employees to provide proof of vaccination or be subject to regular testing, as well as an infrastructure to administer this process. Ramsey County must do its part and act to prevent the spread and further mutation of the COVID-19 virus. Ramsey County has a duty to protect its workforce and to continue to protect and care for our residents.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

Ramsey County’s workforce is comprised of 40% racially and ethnically diverse employees and our community is comprised of 34% racially and ethnically diverse individuals. The COVID-19 pandemic has disproportionately impacted our racially and ethnically diverse communities. Data from Ramsey County’s COVID-19 dashboard shows that residents who identify as Asian, Black, and Hispanic or Latino are disproportionately impacted by COVID-19. According to the [Coalition of Asian American Leaders \(CAAL\) Report, <https://caalmn.org/covid-19-report/>](https://caalmn.org/covid-19-report/) COVID-19 has disproportionately impacted the Hmong community with 49% of the deaths within the Asian community compared to White residents in Ramsey County. Acting to prevent the continued spread will help to ensure that residents of color are not continually disproportionately impacted by the virus.

Community Participation Level and Impact

Ramsey County’s Racial Equity and Community Engagement Response Team (RECERT) funded 15 community partners to conduct conversations in their communities to gather input and knowledge regarding the communities’ perceptions of COVID-19, and what is needed in order to slow the spread of COVID-19 among the racially, ethnically, and culturally diverse communities in Ramsey County during the pandemic. A total of 49 conversations were held in multiple cultural communities in fifteen different languages and with over 1,500 Ramsey County residents between the months of November 2020 and February 2021.

Those who attended conversations believe that COVID-19 is a huge issue in their community, both for its health and economic impacts, and are active in taking precautions for themselves. The COVID-19 pandemic has had significant impact on our communities of color, and has been compounded by preexisting factors, including poverty, systemic racism, and historical trauma. Communities want Ramsey County to: Take a stronger role in COVID-19 protections, education and enforcement; Take steps to specifically reduce the spread of COVID-19 in cultural and ethnic minority communities; Continue to support communities in mitigating the impact of this pandemic; and Build relationships and trust with communities to recognize and repair past harm.

In April 2021, Saint Paul - Ramsey County Public Health, in partnership with RECERT, funded eight community partners to host 19 additional community conversations to gather information about myths, fears and hesitations related to the COVID-19 vaccine. The conversations were intended to identify myths, fears, and hesitations that are specific to cultural and ethnic minority groups, and further to help Ramsey County better address these issues when engaging communities about the vaccine.

In addition, starting in October 2020, RECERT hosted monthly community conversations with Dr. Lynne Ogawa where residents and employees learned about the impact of COVID-19, testing and vaccine distribution, the science behind the vaccines, their safety and effectiveness, and protection against COVID-19 variants.

Based on this community input and direct engagement, the RBA’s actions will provide greater protection to our community members who interact with Ramsey County employees and visit Ramsey County worksites. These actions are effective ways to keep our workforce healthy and safe while serving and caring for our residents.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Utilize \$1,000,000 from federal Coronavirus response funds.

County Manager Comments

Board action is required to authorize funds in support of COVID-19 vaccine incentives and to establish

infrastructure to support COVID-19 vaccine status collection and to administer testing procedures. To ensure that our workforce remains safe and can continue to provide the best service to Ramsey County residents, the County Manager recommends the Board of Commissioners authorize \$1 million dollars in funding in support of the county's COVID-19 vaccination and testing policy and procedures.

This vaccine or testing requirement is specific to all Ramsey County employees. Planning continues regarding expectations for volunteers and contractors working with Ramsey County. The county will continue monitoring the implementation of federal and Minnesota state vaccine and testing requirements with the goal of consistent program implementation whenever possible.

To the extent bargaining is necessary with Ramsey County's collective bargaining units, it will commence upon passage of this testing and vaccine requirement and will result in a consistent, fair, affordable and transparent approach to implementation for all Ramsey County employees.

Last Previous Action

None.

Attachments

1. COVID-19 Vaccination Proposal to the Board of Commissioners Meeting on 8/10/2021

COVID-19 Update

- 7 day rolling case rate has moved from 55.33 to 84.86 per 100,000 (32.29% change).
- The level of community transmission in Ramsey County is still substantial, with our neighboring county Hennepin, moving to a high level of transmission.
- COVID-19 positivity rate has increase; testing volume is up; new hospital admissions has decreased with the percent of beds used due to COVID increasing; and the ICU beds used has continued to increase.
- Public Health ICS and RECERT are partnering to increase vaccines rates through a targeted vaccine incentive program to launch on Friday.

Vaccines and the Workplace

Date: August 10, 2021

Since our last board meeting

- Deputy County Manager Kathy Hedin has hosted multiple meetings to move this work ahead
- The team included representation from Human Resources, Public Health, Property Management, Finance, Policy and Planning, Risk and Compliance, Communications, and Legal
- Today, Human Resources will provide background/context for this discussion, Public Health will provide more perspective into the rationale for this recommendation, and our County Manager will present the final recommendation

Background

- Resolve the concern about potential transmission of Covid-19 and variants
- Propose a recommendation and a course of action to the Board
- Balancing Act
 - Safety and Welfare of our employees and residents is priority
 - Trust and morale of our employees
 - Legal considerations
 - Union considerations
 - Financial considerations

Public Health Perspective

- Vaccinated people aren't fully safe, but they are much safer than unvaccinated people.
- Full vaccination is 88% effective at preventing symptomatic Delta infections.
- Vaccinated people can still get infected, especially when community rates of transmission are “substantial” or “high.”
- “Natural” immunity, or immunity established by an earlier infection (not related to Covid-19), is not a robust prevention for new infections.
- There is no approved treatment plan for individuals with early Covid-19 disease.
- Side effects typically identified with the Covid-19 vaccine are mild; individuals with more severe reactions should see support from their healthcare provider.

Recommendation

- Employees will be required to submit their vaccination information or be required to undergo weekly COVID-19 testing and provide a copy of test results.
- Every employee will be asked to fill out an acknowledgement and sign
 - Employees understand the symptoms and risks of COVID-19
 - Employees understand that vaccination is one of the best ways to prevent the risk of serious illness from COVID-19 (not transmission)
 - Employees acknowledge they have read through their departments safety plan and understand it
 - Employees will abide by Ramsey County protocols in place; this includes:
 - Staying home when sick;
 - Masking (if the mask mandate is in place)
 - Social distancing;
 - Other safety protocols that the County has deemed necessary.