



Board of Commissioners

Agenda

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

November 21, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of November 21, 2023 is Presented for Approval** [2023-278](#)

Sponsors: County Manager's Office

Approve the agenda of November 21, 2023.

2. **Minutes from November 14, 2023 are Presented for Approval** [2023-295](#)

Sponsors: County Manager's Office

Approve the November 14, 2023 Minutes.

ADMINISTRATIVE ITEMS

3. **Increase to Ramsey County Board of Commissioners Operating Budget** [2023-508](#)

Sponsors: County Manager's Office

Authorize the county manager to transfer \$150,000 from the unallocated general account to the county board operating budget account in 2023.

4. **Transfer from General Fund Balance to Tort Liability Self-Insurance Fund** [2023-485](#)

Sponsors: Finance

Authorize the County Manager to transfer \$3,000,000 of General Fund Balance to the Tort Liability Self Insurance Fund to provide adequate funding and reserve balance for potential future claim settlements and Court awards related to county liabilities.

5. **Grant Agreement with the Minnesota Department of Human Services Office of Economic Opportunity for Direct Emergency Services** [2023-504](#)

Sponsors: Housing Stability

1. Accept a grant award and approve the grant agreement with the Minnesota Department of Human Services Office of Economic Opportunity, PO Box 64951, Saint Paul, MN, 55164 for Direct Emergency Services for the period of execution through June 30, 2025, in the amount of \$2,248,000.

2. Authorize the Chair and Chief Clerk to execute the grant contract.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the grant funding.
4. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the approved expenditure grant agreement program budget.
5. Approve extension of ten Full Time Equivalent unclassified limited duration positions from December 31, 2024, through April 30, 2025.

6. Extension of a Tax Increment Financing District for the Minnesota Event District in the City of Saint Paul [2023-499](#)

Sponsors: Property Tax, Records & Election Services

1. Approve the Minnesota Laws 2023, Chapter 64, Article 8, Section 4 which amends the authorized expenditures of the tax increments during the extended term and authorizes the Housing Redevelopment Authority of the city of Saint Paul to extend the duration of the Downtown and Seventh Place Tax Increment Financing District by 10 years to December 31, 2033.
2. Approve the Amended Agreement with the city of Saint Paul and the Housing and Redevelopment Authority of the city of Saint Paul for a period upon execution through December 31, 2033.
3. Authorize the Board Chair and Chief Clerk to execute the Amended Agreement.

7. Charitable Gambling License with White Bear Township for White Bear Lake Hockey Association and Applebee's Neighborhood Grill Bar. [2023-500](#)

Sponsors: Property Tax, Records & Election Services

1. Approve the application requesting a premises permit for Applebee's Neighborhood Grill Bar in White Bear Township for lawful pull-tab gambling activity for White Bear Lake Hockey Association.
2. Authorize the Chair and Chief Clerk to sign the application.

8. Amendment to the Capital Grant Agreement with Metropolitan Council and Ramsey County for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project [2023-506](#)

Sponsors: Public Works

1. Approve the Amendment to the Capital Grant Agreement for the Project Development Phase by and among the Metropolitan Council, Ramsey County, and the Ramsey County Regional Railroad Authority for the METRO Purple Line Bus Rapid Transit Project.
2. Authorize the Chair to execute the Agreement.
3. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts in accordance with procurement policies and procedures, provided the amounts are within the limits of funding.

9. Grant Award from Minnesota Department of Human Services for Supplemental Nutrition Assistance Program Employment and Training [2023-439](#)

Sponsors: Workforce Solutions

1. Ratify the submittal of the Supplemental Nutrition Assistance Program Employment and Training Workplan and grant application to the Minnesota Department of Human Services for Supplemental Nutrition Assistance Program Employment and Training.
2. Authorize the acceptance and expenditure of grant awarded funds of \$105,623 from the Minnesota Department of Human Services for Supplemental Nutrition Assistance Program Employment and Training for the period of October 1, 2023 through September 30, 2024.
3. Authorize the County Manager to execute the Grant Allocation Award.
4. Authorize the County Manager to apply for and accept additional Supplemental Nutrition Assistance Program Employment and Training grant funds from the Minnesota Department of Human Services for the period of October 1, 2023 through September 30, 2024.
5. Authorize the County Manager to execute amendments to the agreement in accordance with the county’s procurement policies and procedures, provided the amounts are within the limits of available funding.

10. 2025 Contract Extension with Minnesota Family Investment Program Employment Services Providers [2023-494](#)

Sponsors: Workforce Solutions

1. Extend the term of the Minnesota Family Investment Program Employment Service provider agreements for the period of January 1, 2025 through December 31, 2025.
2. Authorize the County Manager to execute amendments to the agreements in accordance with the county’s procurement policies and procedures, provided the amounts are within the limits of available funding.
3. Authorize the County Manager to make temporary transfers, as needed, from the County General Fund to Workforce Solutions to cover program expenses until program funds are received, with repayment to be made upon receipt of the funds.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:15 a.m. (est.) Regional Railroad Authority Meeting - Council Chambers – Courthouse Room 300

10:30 a.m. (est.) Board Workshop: Intergenerational Prosperity for Racial and Economic Inclusion Strategic Priority Update - Council Chambers – Courthouse Room 300

1:30 p.m. Board Workshop: Intergenerational Prosperity for Racial and Economic Inclusion Strategic Priority Update - Economic Competitiveness and Inclusion Plan – Courthouse Room 220, Large Conference Room

Zoom Webinar: <https://tinyurl.com/4az8d8tu>

Webinar ID: 953 5870 4026 | Passcode: 794511 | Phone: 651-372-8299

Advance Notice:

November 28, 2023 County board meeting – Council Chambers
December 5, 2023 No county board meeting – AMC Annual Conference (Minneapolis, MN)
December 12, 2023 County board meeting – Council Chambers
December 19, 2023 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2023-278

Meeting Date: 11/21/2023

Sponsor: County Manager's Office

Title

Agenda of November 21, 2023 is Presented for Approval

Recommendation

Approve the agenda of November 21, 2023.



Board of Commissioners

Request for Board Action

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

Item Number: 2023-295

Meeting Date: 11/21/2023

Sponsor: County Manager's Office

Title

Minutes from November 14, 2023 are Presented for Approval

Recommendation

Approve the November 14, 2023 Minutes.

Attachments

1. November 14, 2023 Minutes

November 14, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present were Ryan O'Connor, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner Reinhardt.

1. Agenda of November 14, 2023 is Presented for Approval [2023-277](#)

Sponsors: County Manager's Office

Approve the agenda of November 14, 2023.

Motion by Moran, seconded by Frethem. Motion passed.

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

2. Minutes from October 24, 2023 are Presented for Approval [2023-294](#)

Sponsors: County Manager's Office

Approve the October 24, 2023 Minutes.

Motion by Xiong, seconded by Ortega. Motion passed.

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

PROCLAMATION

3. Proclamation: Infant Safe Sleep Week [2023-479](#)

Sponsors: Public Health

Presented by Commissioner Frethem.

ADMINISTRATIVE ITEMS

4. Certification of Property Assessed Clean Energy Charges for Energy Improvements [2023-488](#)

Sponsors: Community & Economic Development

1. Request the County Auditor to extend the proposed special assessment plus interest on the following property:
 - Owner: St. Paul Properties, LLC
 - Property Address: 701 Lexington Pkwy N, Saint Paul, MN 55104
 - PIN: 34-29-23-11-0220
 - Project Type: Heating, cooling, lighting, roof and solar upgrades
 - Assessment Request: \$336,200
 - Interest Rate: 5.00 %
 - Interest Starts Accruing: 01/01/2024
 - Finance Period: 10 years

Such assessments shall be payable in equal annual principal and interest installments extending over the term of the special assessment. The first of the installments shall be payable with general property taxes in 2024, and shall bear interest at the rates per annum and interest start date stated above, and to the first installment shall be added interest on the entire assessment from the interest start date until December 31 of the tax payable year to which the first installment will be extended, and to each subsequent installment, when due, shall be added interest for one year on all unpaid installments and to each installment shall also be added the special assessment administration fee required by Minnesota Statutes section 429.061, subd. 5.
2. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to extend the assessment for St. Paul Properties, LLC on the property tax lists of the county.

Motion by Reinhardt, seconded by McGuire. Motion passed.

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

Resolution: B2023-190

5. Amendment to the Project Budget and Financing Plan for 360 Wabasha Street North Building Technology and Furniture [2023-466](#)

Sponsors: Finance

1. Amend the Project Budget and Financing Plan for 360 Wabasha Street North Building Technology and Furniture.
2. Authorize the County Manager to allocate up to \$3.6 million from Bond Premiums to the Property Management fund balance.

Motion by Reinhardt, seconded by McGuire. Motion passed.

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

Resolution: B2023-191

6. 2024 Capital Improvement Program Bond Ordinance - Waive First Reading and Set Public Hearing Date [2023-472](#)

Sponsors: Finance

1. Waive the first reading of the proposed 2024 Capital Improvement Program Bond Ordinance.
2. Set the Public Hearing date of Nov. 28, 2023, at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, MN 55102 to afford the public an opportunity to comment on the proposed 2024 Capital Improvement Program Bond Ordinance.

Motion by Reinhardt, seconded by McGuire. Motion passed.

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

Resolution: B2023-192

7. Authorization of the Partial Defeasance of Series 2016C Bonds of the Ramsey County Care Center Property [2023-486](#)

Sponsors: Finance

1. Authorize the County Manager to prepay the portion of the county's Series 2016C Bonds related to the 2022 closure of the Ramsey County Care Center on its first optional call date through the partial defeasance of the Series 2016C Bonds. This action of defeasance will allow the county to deposit cash into a trust account and invest that cash in treasury bonds. The cash, including the investment interest earned, is sufficient to pay the bonds off on their first call date which is comes before the maturity date of the bond.
2. Approve the form, execution, and delivery of Escrow Agreement, together with any related documents necessary in connection therewith (collectively, the "Escrow Documents").

Motion by Reinhardt, seconded by McGuire. Motion passed.

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

Resolution: [B2023-193](#)

8. Donation from the Estate of Susan Baxter to Ramsey County Library Department [2023-487](#)

Sponsors: Library

Accept the gift of \$10,000 from the estate of Susan Baxter to the Ramsey County Library department.

Motion by Reinhardt, seconded by McGuire. Motion passed.

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

Resolution: [B2023-194](#)

9. Grant from the Roseville Rotary Club to the Ramsey County Library - Roseville [2023-489](#)

Sponsors: Library

Accept the 2023 grant of \$18,870 from the Roseville Rotary Club to the Ramsey County Library - Roseville.

Motion by Reinhardt, seconded by McGuire. Motion passed.

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

Resolution: [B2023-195](#)

10. Awards from the Metropolitan Council for Regional Parks Operation and Maintenance Allocation [2023-492](#)

Sponsors: Parks & Recreation

1. Accept awards from and approve agreements with the Metropolitan Council for Regional Parks Operation and Maintenance Allocation for the periods of July 1, 2023, through June 30, 2025, in the total amounts of \$1,625,382 for State Fiscal Year 2024 and an amount to be determined in July 2024 for State Fiscal Year 2025.
2. Authorize the Chair and Chief Clerk to execute the allocation agreements.
3. Authorize the County Manager to accept State Fiscal Year 2025 Regional Parks Operation and Maintenance Allocation and enter into an agreement in a form approved by the County Attorney's Office.

Motion by Reinhardt, seconded by McGuire. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2023-196](#)

11. Grant Award from the Minnesota Department of Public Safety for Sexual Assault Services [2023-481](#)

Sponsors: Public Health

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for sexual assault services for the period upon execution through September 30, 2024 in the amount of \$347,374.
2. Accept a grant award from and approve a grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for sexual assault services for the period upon execution through September 30, 2024 in the amount of \$347,374.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.

Motion by Reinhardt, seconded by McGuire. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2023-197](#)

12. Memorandum of Understanding with the Second Judicial District for Continuation of the County-Court Joint Committee [2023-468](#)

Sponsors: Safety and Justice, District Courts

1. Approve the Memorandum of Understanding with the Second Judicial District, 15 West Kellogg Boulevard, Saint Paul Minnesota 55102, to continue the County-Court Joint Committee for the period starting upon execution through December 31, 2028.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

Motion by Reinhardt, seconded by McGuire. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2023-198](#)

13. Grant Award from the U.S. Department of Justice, Office of Community Oriented Policing Services for the Law Enforcement Mental Health and Wellness Act [2023-498](#)

Sponsors: Sheriff's Office

1. Ratify the submittal of the grant application to U.S. Department of Justice, Office of Community Oriented Policing Services, in the amount of \$181,900 for the Law Enforcement Mental Health and Wellness Act.
2. Accept a grant award and approve a grant agreement with the U.S. Department of Justice, Office of Community Oriented Policing Services, upon execution through September 30, 2025 in the amount of \$181,900.
3. Authorize the Chair and Chief Clerk execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by Reinhardt, seconded by McGuire. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2023-199](#)

14. Joint Powers Agreement with the Minnesota Department of Human Services for Technical Assistance [2023-482](#)

Sponsors: Social Services

1. Approve the Joint Powers Agreement with the Minnesota Department of Human Services, 540 Cedar Street, Saint Paul, MN 55101, for technical assistance and coordination of Women Recovery Services Grantee meetings for the period upon execution through June 30, 2026.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

Motion by Reinhardt, seconded by McGuire. Motion passed.

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

Resolution: B2023-200

POLICY ITEM

- 15.** Presentation: Update on Critical Corridors Development & Infrastructure Solicitation

[2023-477](#)

Sponsors: Community & Economic Development

None. For information and discussion only.

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 Martinson. Discussion can be found on archived video.

ADJOURNMENT

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

Board of Commissioners

Request for Board Action

Item Number: 2023-508

Meeting Date: 11/21/2023

Sponsor: County Manager's Office

Title

Increase to Ramsey County Board of Commissioners Operating Budget

Recommendation

Authorize the county manager to transfer \$150,000 from the unallocated general account to the county board operating budget account in 2023.

Background and Rationale

The Ramsey County Board of Commissioners operating budget is currently projected to overspend its departmental budget by approximately \$150,000. This spending is largely due to increased operating and travel cost. A one-time transfer from the unallocated general account would allow the Ramsey County Board of Commissioners budget to pay for currently projected spending through the end of 2023.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The Ramsey County Board of Commissioners budget supports the work of the seven elected board members and their staff. This work seeks to support the vision, mission, values, and strategic priorities of the board, including racial equity goals for the county.

Community Participation Level and Impact

Community needs directly influence the work of the county board offices. While the community participation level for this board action is to inform, the work supported by this funding engages community at all levels of the community participation spectrum.

Inform Consult Involve Collaborate Empower

Fiscal Impact

This action will increase the Ramsey County Board of Commissioners operating budget by \$150,000 and reduce funding in the unallocated general account by the same amount. There is sufficient budget authority in unallocated general to cover this transfer, and there is no net impact to the county's fund balance or property tax levy as a result of this transfer. The 2024-2025 proposed budget has been adjusted to reflect actual spending.

Last Previous Action

None

Attachments

None

Board of Commissioners

Request for Board Action

Item Number: 2023-485

Meeting Date: 11/21/2023

Sponsor: Finance

Title

Transfer from General Fund Balance to Tort Liability Self-Insurance Fund

Recommendation

Authorize the County Manager to transfer \$3,000,000 of General Fund Balance to the Tort Liability Self Insurance Fund to provide adequate funding and reserve balance for potential future claim settlements and Court awards related to county liabilities.

Background and Rationale

Ramsey County has a long history of managing the county's financial liability claims as a self-insured entity. By self-insuring liability exposures, the county must have financial reserves set aside to satisfy the cost of any liability claims against Ramsey County as there are no insurance policies purchased by the county to transfer the obligation to. Given the size of the county, self-insuring liability exposures is much more cost affordable than the cost of purchasing private insurance.

Being a public entity in the state of Minnesota, Ramsey County provides crucial community services such as public health, law enforcement and social care. Like any business or organization constantly engaged with the public, these activities put the county at potential liability risk for unintentional harm to people and property.

In order to ensure adequate funding is set aside for pending and potential future liability claims, Risk Management assesses fluctuating exposures to loss, loss bearing capacity and available financial resources on an ongoing basis. In recent years, risk financing has become increasingly challenging given increases in the frequency and types of claims as well as increases in the number of large settlements/judgements. The time delay between claims occurring and claims settling amounts to a challenge in accounting for the settlements with budgets set months or years in advance of settlement.

In the past year, Ramsey County settled two large liability claims. Settlements in the Sullivan v. Ramsey County class action lawsuit and the Mozuch-Stafford v. Ramsey County lawsuit totaled \$4.5 million. These settlements combined with pending claim reserves require a fund balance transfer to ensure the Self-Insured Liability Fund is adequately funded.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Being self-insured helps the county to save on insurance premiums and allows county officials to directly apply its core values, including dedication to equity, while making decisions about liability claims.

Community Participation Level and Impact

The Self-Insured Liability fund is one of many funds included in the Ramsey County budget. Community is a key part of the budget process and community members can share feedback through the many county public

hearings and other feedback opportunities.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

The current Self Insurance-General Tort balance is at \$0.00 due to recent payouts. There is sufficient funds in the General Fund to replenish this fund.

Last Previous Action

None

Attachments

None

Board of Commissioners

Request for Board Action

Item Number: 2023-504

Meeting Date: 11/21/2023

Sponsor: Housing Stability

Title

Grant Agreement with the Minnesota Department of Human Services Office of Economic Opportunity for Direct Emergency Services

Recommendation

1. Accept a grant award and approve the grant agreement with the Minnesota Department of Human Services Office of Economic Opportunity, PO Box 64951, Saint Paul, MN, 55164 for Direct Emergency Services for the period of execution through June 30, 2025, in the amount of \$2,248,000.
2. Authorize the Chair and Chief Clerk to execute the grant contract.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the grant funding.
4. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the approved expenditure grant agreement program budget.
5. Approve extension of ten Full Time Equivalent unclassified limited duration positions from December 31, 2024, through April 30, 2025.

Background and Rationale

In March of 2023, the Minnesota Department of Human Services, Office of Economic Opportunity (OEO) division, released a competitive solicitation entitled Emergency Services Program (ESP) for providers of Outreach, Drop-in Center/Day Shelter, Emergency Shelter, Scattered-Site, Transitional Housing, Rapid Re-Housing, Site-Based Transitional Housing, and/or Permanent Supportive Housing services to individuals and families experiencing homelessness in the state of Minnesota. The Housing Stability department (HSD) of Ramsey County applied for two categories of funding: Drop-in Center/Day Shelter, and Outreach and in July of 2023, was awarded \$650,000 for the two programs.

Additionally, Ramsey County was appropriated funding directly from the Minnesota Legislature during the 2023 Legislative Session. The appropriated funds are designated for services and shelter for persons experiencing homelessness. To distinguish the legislatively directed funding from the OEO ESP funding, OEO has entitled this funding Direct Emergency Services (DES).

Drop-In Center/Day Shelter Program

HSD intends to expand the capacity of its winter warming spaces pilot program. In 2022, Ramsey County used one-time American Rescue Plan Act (ARPA) funds allocated by the state of Minnesota to launch a demonstration of a low barrier, warming centers program. Through the pilot, no one was barred from frequenting the warming spaces. HSD also allowed individuals to bring their personal items into the spaces, which meant HSD was able to serve a significant amount more of people who had been previously barred. The program accommodated over 10,000 warming center visits and provided over 10,000 individual rides to unsheltered individuals between December 1, 2022, and February 28, 2023.

Outreach Program

HSD will be implementing a new single-point-of-entry program. The program will be directed toward individuals seeking emergency shelter and will offer diversion and shelter reservation services. The program will be a centralized access point for emergency shelter, and will conduct intake assessments, offer diversion services for single adults (including adult youth, ages 18 to 24), and make shelter reservations for shelter spaces operated by participating providers. Utilization for both the warming centers and the shelter system will be tracked through the contracted Homeless Management Information System (HMIS).

In preparation for the seasonal warming centers, HSD is seeking permission to utilize the status of limited duration for positions as it did during the COVID-19 pandemic. During the warming center pilot, 15 limited duration and temporary positions (five through OEO/ESP funding, and ten through OEO/DES funding) were dedicated to the warming centers. For this grant funding, these same positions will be used during the winter of 2023 through spring of 2024, and winter of 2024 through the spring of 2025. The county will receive a total of \$2,248,000 for the two programs, of which \$224,800 (10%) will be retained by the Ramsey County Housing Stability department for administrative oversight, with the remaining \$2,023,200 being dedicated toward the warming centers and single-point-of-entry projects. When executed, funds will be moved to a grant fund and will be allocated through the life of the grant (July 1, 2023, through June 30, 2025).

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

HSD is committed to serving unsheltered Black, Indigenous, People of Color (BIPOC), as this is the largest population affected by homelessness in Ramsey County. Most recently, the department has brought on five new culturally specific organizations for the services of navigation, shelter, operations, and landlord engagement. The department also engages regularly with paid consultants in the areas of youth engagement, engagement with BIPOC communities, including American Indian and African American and LGBTQIAP2+.

Community Participation Level and Impact

In the fall of 2022, HSD conducted a series of listening sessions with unsheltered single persons and families. These conversations were held with individuals from several racial and ethnic backgrounds, as well as individuals representing various sexual orientations. Through these conversations, the 'low barrier' concept for warming centers was developed. This idea allowed most everyone who visited or frequented the warming shelters not to be turned away based on any established organizational criteria or individually historical interactions. HSD has also incorporated the voices of two people with lived experience who are now a part of the Heading Home Ramsey (HHR) Systems Performance Management Workgroup, as well as the HSD Ranking Workgroup.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

The total grant award to be received is \$2,248,000 from July 1, 2023, through June 30, 2025. The grant will fund 10 unclassified limited duration positions. \$224,800 (10%) will be retained by the Ramsey County Housing Stability department for administrative oversight, with the remaining \$2,023,200 being allocated toward the warming centers and single-point-of-entry projects. Funds will be moved to a grant fund and will be allocated through the life of the grant.

Last Previous Action

On October 10, 2023, the Ramsey County Board of Commissioners approved a grant award and grant agreement with the Minnesota Department of Human Services Office of Economic Opportunity for the Emergency Services Program in the amount of \$650,000 (Resolution B2023-173).

On April 4, 2023, the Ramsey County Board of Commissioners approved a grant award and grant agreement with the Minnesota Department of Human Services Office of Economic Opportunity for Shelter Program in the amount of \$677,700 (Resolution B2023-051).

On December 13, 2022, the Ramsey County Board of Commissioners approved 98 unclassified limited duration positions for the COVID-19 response beyond the end of the emergency declaration as long as 1) a business need exists, including continued COVID response or recovery operations or urgent, limited time frame high priority needs; 2) funding is available; and 3) not to exceed the end of 2024 without further board action (Resolution B2022-285).

Attachments

1. Minnesota Department of Human Services County Grant Agreement Direct Emergency Services



Minnesota Department of Human Services
County Grant Contract Direct Emergency Services (DES) Ramsey County

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its **Department of Human Services**, Office of Economic Opportunity (OEO) Division (“STATE”) and **Ramsey County**, an independent grantee, not an employee of the State of Minnesota, located at 121 7th Place East, Suite 4200, St. Paul, MN 55101 (“COUNTY”).

RECITALS

STATE, pursuant to Minnesota Statutes Section 256E.36, Minnesota Statutes Section 256.01, subd. 2(a)(6), and Legislation mandated this specific grantee (MN Session Laws 2023 Chapter 70) [https://www.revisor.mn.gov/laws/2023/0/Session+Law/Chapter/70/Article!20Subd\(24\)\(h\)](https://www.revisor.mn.gov/laws/2023/0/Session+Law/Chapter/70/Article!20Subd(24)(h)), has authority to enter into contracts for the following services: maintaining capacity for shelters and services provided to people experiencing homelessness in Ramsey County.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date. This CONTRACT is effective on **July 1, 2023**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **June 30, 2025**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE’s Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1. Duties. COUNTY shall perform duties in accordance with **Attachment A**, Work Plan, which is attached and incorporated into this CONTRACT. In addition, COUNTY shall:

- a. Cooperate in the STATE's fiscal and program monitoring activities and implement and comply with such remedial action as is proposed by the STATE in a timely manner.
- b. Comply with STATE contract reporting requirements, which include but are not limited to:
 1. Participation in the Minnesota's Homeless Management Information System (HMIS), including entering program-related data (unless a waiver is granted by the STATE).

2.2. Grant Progress Reports.

The COUNTY shall comply with STATE **Grant Program Report (also known as Grant Progress Report pursuant to OGM Policy 08-09)** requirements, which include but are not limited to:

- a. Participation in the Minnesota's Homeless Management Information System (HMIS), including entering program-related data (unless a waiver is granted by the STATE).
- b. Submitting **Annual Consolidated Annual Performance and Evaluation Report** (generated in HMIS) in the format and containing the content established by the STATE. Unless otherwise notified by the STATE, the **Annual Reports** are due August 15, 2024 (for State Fiscal Year 2024) and August 15, 2025 (for State Fiscal Year 2025).
- c. If a waiver is granted by the STATE to enter program-related data in Minnesota's Homeless Management Information System (HMIS), the GRANTEE shall comply with STATE **Grant Program Report (also known as Grant Progress Report pursuant to OGM Policy 08-09)** requirements, which include but are not limited to:
 1. Entering program-related data in an alternative ESP Report Template for Non-HMIS Providers (provided by the STATE).
 2. Submitting this alternative ESP Report Template for Non-HMIS Providers (containing the content format established by STATE) by the dates listed below (Unless otherwise notified by STATE):
 - i. ESP Annual Reports are due August 15, 2024 (for State Fiscal Year 2024) and August 15, 2025 (for State Fiscal Year 2025).

2.3. Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on June 14,

2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1. Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 20.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed ten percent (10%) of that budget year total and does not change the total obligation amount.
 - c. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 125, section 15](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **two million two hundred and forty-eight thousand dollars (\$2,248,000)**.

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

3.2. Terms of payment.

- a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **Each month GRANTEE shall submit an Expenditure Report to Enterprise Grant Management System (EGMS) to request reimbursement and report expenditures.** If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.
- b. **Federal funds.** Not applicable.
- c. **Actual Expenditures.** If actual expenditures of the COUNTY are less than provided in the approved program line item budget at the end of the grant's term, the STATE shall reduce the final payment so as not to exceed expenditures.
- d. **COUNTY System.** COUNTY shall have a system that ensures the timing and amount of cash received is as close as administratively feasible to the actual disbursement of program costs.
- e. **Authorization to Draw Cash Form.** The COUNTY shall maintain an accurate Authorized Signature Form for cash requests on file with the Office of Economic Opportunity, with signatures of the individuals authorized to draw cash. A duplicate will be kept on file by the COUNTY.
- f. **State Fiscal Year End Date.** For contracts in force during more than one State Fiscal Year, the COUNTY agrees to submit an Expenditure Report within thirty (30) days after the end of a State Fiscal Year for expenses incurred during that State Fiscal Year. The State Fiscal Year runs July 1 through June 30.
- g. **Final Expenditure Report (Terminated Contract).** The COUNTY agrees to submit a final Expenditure Report and a payment for the balance of any unspent and unobligated grant funds to the STATE within thirty (30) days of the termination of this CONTRACT. Failure to submit a final Expenditure Report within this period may result in disallowance of payment for any expenditure not previously submitted.
- h. **Final Expenditure Report (Contract End Date).** Final Expenditure Report must be submitted within thirty (30) days of CONTRACT end date to Enterprise Grant Management System (EGMS).
- i. **Changes in Key Staff.** COUNTY must notify the STATE as soon as possible and in writing when key staff changes occur including, executive director and fiscal director.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or

performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which COUNTY's books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY's Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when

STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT 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 will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. STATE. STATE's authorized representative for the purposes of administration of this CONTRACT is **Andrea Simonett** or successor. Phone and email: **612-275-6569** and **andrea.simonett@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory. **Julie Xiong or successor, phone and e-mail 651-431-4255, Julie.xiong@state.mn.us** shall certify on each invoice submitted pursuant to Clause 3.2.

7.2. COUNTY. COUNTY's Authorized Representative is [Click here to enter name](#) or successor. Phone and email: **PHONE NUMBER** and [Click here to enter email](#). If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is [Click here to enter name or successor](#). Phone and email: [Click here to enter text](#).

Commented [A1]: Make sure to add name and contact information here

8. INSURANCE REQUIREMENTS.

8.1. Workers' Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY's employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by

any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE's obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant CONTRACT by COUNTY or COUNTY's agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE's failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this CONTRACT. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright

protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE’s authorized representative. For purposes of this provision, publicity includes notices,

informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant CONTRACT shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of five thousand dollars (\$5,000) or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six (6) years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R. § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving seven hundred fifty thousand dollars (\$750,000) or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions:

<https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material

representation upon which the CONTRACT award was based. COUNTY shall provide immediate written

notice to STATE’s authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY’s certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification.

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from

covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of twenty-five thousand dollars (\$25,000) or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3. Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration’s [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1. General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2. Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

20.3. Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

20.4. Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS.

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

20.2. COUNTY must monitor subcontractors, including for-profit subcontractor through a post-award review.

20.3. The COUNTY shall comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 1201) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended.

20.4. The COUNTY shall comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

20.5. All written material developed by COUNTY and distributed to STATE clients under this CONTRACT shall be written in a manner that will allow STATE to comply with the provisions of Minnesota Statutes

with regard to plain language in written materials, including Minnesota Statutes, section 256.016 and Executive Order 14-07.

20.6. The COUNTY shall comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.

20.7. The COUNTY shall comply with the Drug-Free Workplace Act of 1988 and will provide a drug-free workplace. This includes taking specific actions as described in 7 C.F.R. §§ 3021.200 through 3021.230.

20.8. The COUNTY shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

20.9. The COUNTY shall comply (when applicable) with the registration and reporting requirements of Minnesota's Charities Laws, primarily Minnesota Statutes, Chapter 309, the Minnesota Charitable Solicitation Act.

20.10. The COUNTY shall comply with the Fair housing regulations, grantees must administer its programs and activities relating to housing in a manner to affirmatively further fair housing.

20.11. The COUNTY shall comply with the Client rights of appeal: COUNTY shall assure that termination of assistance to any person for violation of program requirements will be in accordance with a formal process that recognized the rights of persons affected.

20.12. The COUNTY shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

20.13. The COUNTY shall comply with the Sarbanes-Oxley Act which provides protection for whistle-blowers and addresses destruction of litigation-related document.

20.14. The COUNTY shall comply with Minnesota Statutes Section 256E.36.

20.15. The COUNTY shall assure that termination of assistance to any individual or family for violation of program requirements will be in accordance with a formal process that recognizes the rights of persons affected.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: _____

Date: _____

Contract No: _____

By: _____

Title: _____

Date: _____

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority) _____

Title: _____

Date: _____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division
County
State Authorized Representative



Board of Commissioners

Request for Board Action

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

Item Number: 2023-499

Meeting Date: 11/21/2023

Sponsor: Property Tax, Records & Election Services

Title

Extension of a Tax Increment Financing District for the Minnesota Event District in the City of Saint Paul

Recommendation

1. Approve the Minnesota Laws 2023, Chapter 64, Article 8, Section 4 which amends the authorized expenditures of the tax increments during the extended term and authorizes the Housing Redevelopment Authority of the city of Saint Paul to extend the duration of the Downtown and Seventh Place Tax Increment Financing District by 10 years to December 31, 2033.
2. Approve the Amended Agreement with the city of Saint Paul and the Housing and Redevelopment Authority of the city of Saint Paul for a period upon execution through December 31, 2033.
3. Authorize the Board Chair and Chief Clerk to execute the Amended Agreement.

Background and Rationale

Pursuant to Laws of Minnesota 2008, Chapter 366, Article 5, Section 36 (the “2008 Special Law”) the city of Saint Paul, Minnesota (the “City”) and the Housing and Redevelopment Authority of the city of Saint Paul, Minnesota (the “HRA”) established a redevelopment tax increment financing district (the “TIF District”) comprised of the same properties included in the former Downtown and Seventh Place Tax Increment District (County #82). The TIF District was created after meeting certain conditions specified in the 2008 Special Law, including but not limited to the condition that the City and the HRA enter into that certain Tax Increment Agreement with Ramsey County (the “Original Agreement”), pursuant to which the parties agreed that Ramsey County would be paid annually out of increments from the TIF District amounts equal to the tax that would have been payable to Ramsey County had the TIF District not been created. The TIF District was scheduled to terminate on December 31, 2023.

Minnesota Laws 2023, Chapter 64, Article 8, Section 4 (the “2023 Special Law”) amends the authorized expenditures of the tax increments during the extended term and authorizes the HRA to extend the duration of the TIF District by 10 years to December 31, 2033, subject to certain terms and conditions. The 2023 Special Law is effective upon approval by a majority vote of the city of Saint Paul City Council, a majority vote of the Ramsey County Board of Commissioners, and a majority vote of the School Board of Independent School District No. 625, and the filing of a certificate with the Minnesota Secretary of State, all in accordance with Minnesota Statutes, Sections 469.1782 and 645.021, subdivisions 2 and 3.

In order to continue annual payments to Ramsey County for the extended duration of the TIF District, the city of Saint Paul, Saint Paul HRA and Ramsey County must amend and restate the Original Agreement to extend the term of the agreement to December 31, 2033 as further set forth in that certain Amended and Restated Tax Increment Agreement (the “Amended Agreement”), a form of which is presented to the Ramsey County Board.

County Goals (Check those advanced by Action)

- Well-being
 Prosperity
 Opportunity
 Accountability

Racial Equity Impact

TIF districts can spur economic development and investment in certain areas, potentially leading to job creation and improved amenities.

Community Participation Level and Impact

TIF districts are often created to stimulate economic development. This can enhance the overall quality of life for residents and businesses in the community.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The amendment will continue annual payments to Ramsey County until 2033. The proposed 2024-2025 Ramsey County budget includes an annual payment of \$3,000,000 from the city of Saint Paul.

Last Previous Action

On July 22, 2008, the Ramsey County Board of Commissioners approved a tax increment agreement with the city of Saint Paul and the Housing and Redevelopment Authority of the city of Saint Paul to receive tax increment from the new downtown TIF district (Resolution B2008-238).

Attachments

1. MN Event TIF Agreement

AMENDED AND RESTATED TAX INCREMENT AGREEMENT

among

CITY OF SAINT PAUL, MINNESOTA

HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA

and

RAMSEY COUNTY, MINNESOTA

Relating to

DOWNTOWN AND SEVENTH PLACE
TAX INCREMENT FINANCING DISTRICT 2009-2033
(FOR MINNESOTA EVENT DISTRICT)

AMENDED AND RESTATED TAX INCREMENT AGREEMENT

THIS AMENDED AND RESTATED TAX INCREMENT AGREEMENT, dated as of _____, 2023 (the "Agreement"), among the CITY OF SAINT PAUL MINNESOTA, a municipal corporation organized under its city charter and the laws of the State of Minnesota (the "City"), the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, a body corporate and politic organized under the laws of the State of Minnesota (the "HRA"), and RAMSEY COUNTY, MINNESOTA, a Minnesota charter county (the "County").

WHEREAS, there exist areas within the City where public involvement is necessary to cause development to occur. To this end, the HRA has certain statutory powers pursuant to Minnesota Statutes, Section 469.001 to 469.047, as amended (the "HRA Law"), and Minnesota Statutes, Section 469.174 through 469.1794, as amended (the "TIF Act"), to assist in financing public costs related to a redevelopment project.

WHEREAS, pursuant to Laws of Minnesota 2008, Chapter 366, Article 5, Section 36 (the "2008 Special Law") the City and HRA established a redevelopment tax increment financing district (the "TIF District") comprised of the same properties included in the former Downtown and Seventh Place Tax Increment Financing District (County #82), a current map of which is attached hereto as **Exhibit A**.

WHEREAS, the TIF District was created after meeting certain conditions specified in the 2008 Special Law, including but not limited to the condition that the City and the HRA enter into that certain Tax Increment Agreement with the County (the "Original Agreement"), pursuant to which the parties agreed that the County shall be paid annually out of increments from the TIF District amounts equal to the tax that would have been payable to the County had the TIF District not been created.

WHEREAS, under the 2008 Special Law the TIF District was scheduled to terminate on December 31, 2023.

WHEREAS, pursuant to Laws of Minnesota 2023, Chapter 64, Article 8, Sections 4 and 5 (the "2023 Special Law"), the TIF District has been extended to December 31, 2033 and, therefore, in order to continue annual payments to the County for the extended duration of the TIF District, the City, the HRA and the County have determined to amend and restate the Original Agreement to extend the term of the agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

1. Agreement to Pay. For funds received from the May tax settlement as provided by Minnesota Statutes, Section 276.11, the City or the HRA will annually transfer to the County, within 25 days of the City's or the HRA's receipt of tax increments from the TIF District (the "Tax Increments"), an amount equal to 50% of the annual amount of taxes the County would have received from parcels in the TIF District if the TIF District had not been created (each, a "Tax Payment"). A second Tax Payment will be made within 25 days of the City's or the HRA's receipt of Tax Increments from the October/November distribution as provided in Minnesota Statutes, Section 276.111. Each Tax Payment shall be payable solely from Tax Increments received and retained by the City or the HRA.

2. Calculation of Tax Payments. The method of calculation of each Tax Payment to the County is illustrated in **Exhibit B** attached hereto which shows the County's calculation for Pay 2023 Property Taxes. The Tax Payment due to the County each year will vary as the values, tax rates and laws

or agreement of the City, HRA or County, as the case may be, to the full extent permitted by law.

9. Multiple Counterparts. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

10. Limitation on Liability. Notwithstanding anything to the contrary, in this Agreement or otherwise, the City and the HRA's obligations under this Agreement, shall be payable solely from the Tax Increments, and the County shall not have recourse to any other assets of the City or the HRA. Nothing herein shall preclude a proper party in interest from seeking and obtaining specific performance to enforce any term, condition, covenant or agreement herein.

IN WITNESS WHEREOF, the HRA has caused this Amended and Restated Tax Increment Agreement to be duly executed by its duly authorized officers as of the date first written hereinabove.

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA

By _____
Chair or Commissioner

By _____
Executive Director

By _____
Director, Office of Financial Services of the City

Approved as to form
Assistant City Attorney

HRA Signature Page to Amended and Restated Tax Increment Agreement

IN WITNESS WHEREOF, the City has caused this Amended and Restated Tax Increment Agreement to be duly executed by its duly authorized officers as of the date first written hereinabove.

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: Director, Department of Planning and Economic
Development

By: _____
Its: Director, Office of Financial Services

Approved as to form:

By _____
Assistant City Attorney

City Signature Page to Amended and Restated Tax Increment Agreement

IN WITNESS WHEREOF, the County has caused this Amended and Restated Tax Increment Agreement to be duly executed by its duly authorized officers as of the date first written hereinabove.

RAMSEY COUNTY

By: _____
Its: Board Chair

By: _____
Its: Chief Clerk

Approved as to form:

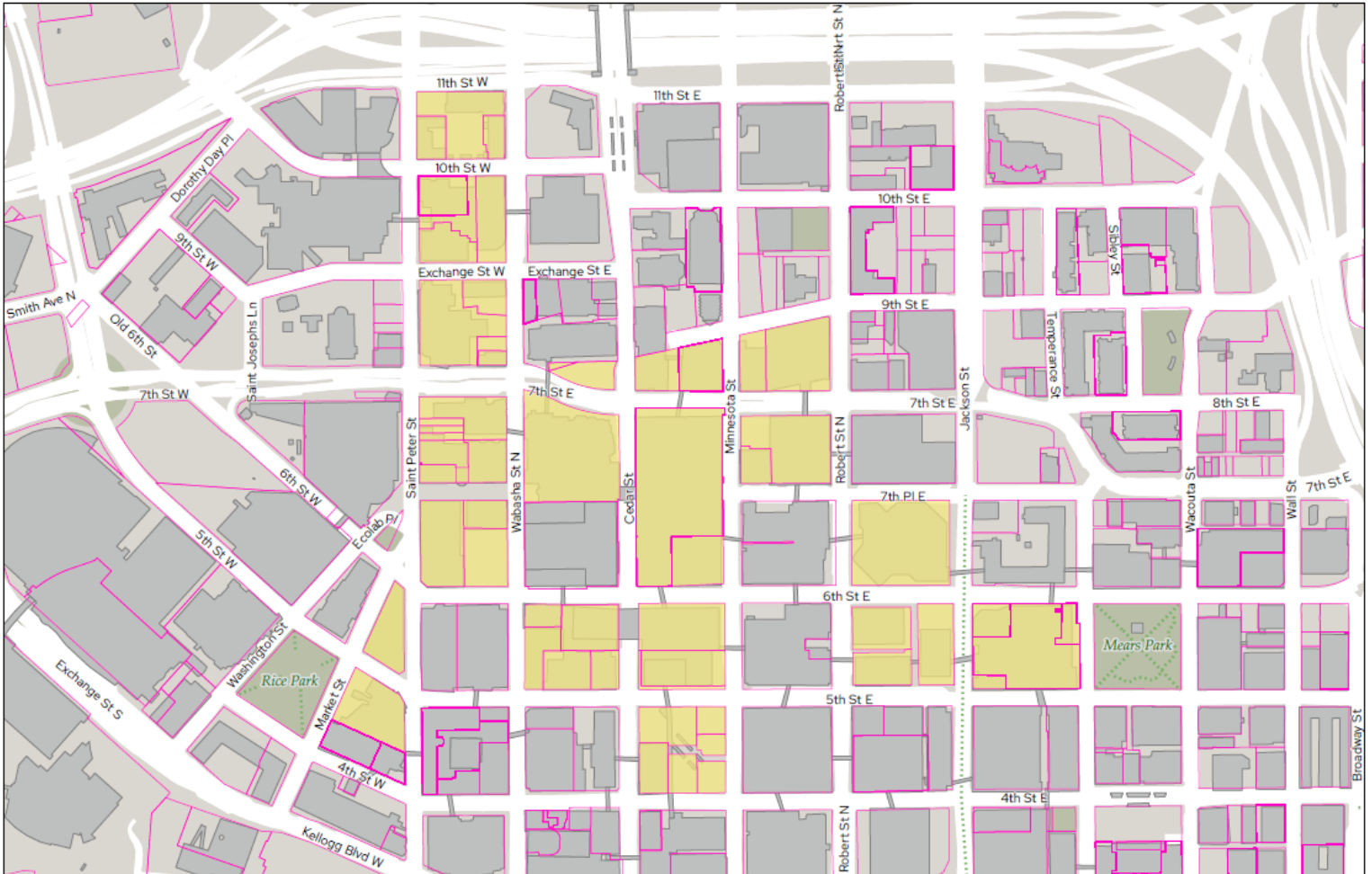
By _____
Assistant County Attorney

County Signature Page to Amended and Restated Tax Increment Agreement

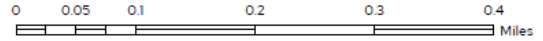
EXHIBIT A

Map of Tax Increment Financing District

Minnesota Events TIF District #282



- Minnesota Events District TIF District #282
- Tax Parcels
- Structures



DATA CREDITS: St. Paul Enterprise GIS; Parcel Polygons: current Ramsey County data via Minnesota Geospatial Catalogue; Road and Building Polygons: 2017 Interpersive surface dataset, Ramsey County; Water bodies via Minnesota DNR. - LIMITATIONS ON USE: This document was prepared by the Saint Paul Planning and Economic Development Department and is intended to be used for reference and illustrative purposes only. This drawing is not a legally recorded plan, survey, official tax map or engineering schematic and is not intended to be used as such. - DATE: 10/2/2023 2:37 PM - DOCUMENT: 99761-C:\Users\jwain\OneDrive\City of Saint Paul\PE&D-Research & Mapping - Documents\Projects\Investments and Programs\TIF\2023-10-06 - Minnesota Events TIF District for Jerry Wolf\4 - GIS\Minnesota Events TIF District.aprx

EXHIBIT B

**Illustrative Example of Annual Amount Due County (Estimated Amount of Pay 2023)
Fiscal Disparities Outside District**



STATE OF MINNESOTA
COUNTY OF RAMSEY

I, Tracy West, the duly qualified COUNTY AUDITOR in and for the County of Ramsey, State of Minnesota, do hereby certify as follows:

Statement of Tax Capacities and Increment for the Minnesota Events Tax

	Final Pay 2023
Current tax capacity	7,994,991
Base Tax capacity	1,713,921
Preliminary Increment	6,821,070
TIF Sharing factor	0.785626
Captured Tax Increment Tax capacity	6,821,073
Current Local Tax Rate	137.163%
TI Taxes extended	\$8,615,333.97
Local original Tax rate	102.306%
Excess TIF Taxes	\$2,189,419.43
Net Tax increment taxes to District before State Fees	\$6,425,914.54
State Auditor Administration Fee	\$23,133.29
Net tax Increment to TIF District	\$6,402,781.25
Ramsey County Share	
Current Ramsey County Local Tax Rate	41.153%
Net to Ramsey County	\$2,584,821.87

Note: All information contained herein are FINAL values used for extending the Pay 2023 Property Taxes.

WITNESS, my hand and the official seal this 2nd day of August 2023.

County Auditor

SEAL

De'Andre Lindsey

De'Andre Lindsey (Aug 4, 2023 10:10 CDT)

Deputy
314111 11101 010101

90 Plato Blvd. West
Saint Paul, MN 55107
Phone: (651) 266-2000
www.ramseycounty.us

Item Number: 2023-500

Meeting Date: 11/21/2023

Sponsor: Property Tax, Records & Election Services

Title

Charitable Gambling License with White Bear Township for White Bear Lake Hockey Association and Applebee's Neighborhood Grill Bar.

Recommendation

1. Approve the application requesting a premises permit for Applebee's Neighborhood Grill Bar in White Bear Township for lawful pull-tab gambling activity for White Bear Lake Hockey Association.
2. Authorize the Chair and Chief Clerk to sign the application.

Background and Rationale

On October 12, 2023, Ramsey County received an application from White Bear Lake Hockey Association requesting a premises permit for Applebee's Neighborhood Grill Bar, located at 1018 Meadowlands Drive, White Bear Township, MN 55127 that would allow the establishment to conduct lawful gambling using paper and electronic pull-tabs and electronic linked Bingo. The proceeds will support White Bear Lake Hockey Association.

By statute, an organization can only conduct lawful gambling on premises it owns or leases; therefore, White Bear Lake Hockey Association is also submitting a lease for lawful gambling activity to be conducted on the premises of Applebee's Neighborhood Grill Bar in White Bear Township.

Since Applebee's Neighborhood Grill Bar operates in a property located in a township, Minnesota Statutes section 349.213, subdivision 2, requires the Ramsey County Board to approve the application by resolution before the Minnesota Gambling Control Board will issue a premises permit and lease for lawful gambling activity on the premises. The Minnesota Gambling Control Board will review the application and if all statutory requirements related to lawful gambling are met, will issue the required premises permit and license(s). The Minnesota Gambling Control Board handles the initial investigation and ongoing monitoring and enforcement.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

There are no anticipated racial equity impacts for this item.

Community Participation Level and Impact

Community approached Ramsey County with the request.

Inform Consult Involve Collaborate Empower

Fiscal Impact

There is no fiscal impact associated with this request.

Last Previous Action

None

Attachments

1. LG214 Premises Permit Application
2. LG215 Lease for Lawful Gambling Activity

LG214 Premises Permit Application

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "**State of Minnesota**."

Mail the application and required attachments to:
 Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: _____ License Number: _____

Chief Executive Officer (CEO) _____ Daytime Phone: _____

Gambling Manager: _____ Daytime Phone: _____

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: _____

List any previous names for this location:

Street address where premises is located: _____
(Do not use a P.O. box number or mailing address.)

City: _____	OR	Township: _____		County: _____	Zip Code: _____
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Does your organization own the building where the gambling will be conducted?

Yes **No** **If no**, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? Yes No Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? Yes No Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: _____ Bank Account Number: _____

Bank Street Address: _____ City: _____ State: **MN** Zip Code: _____

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number): _____ City: _____ State: _____ Zip Code: _____

_____ **MN** _____

_____ **MN** _____

_____ **MN** _____

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

<p>CITY APPROVAL for a gambling premises located within city limits</p> <p>City Name: _____</p> <p>Date Approved by City Council: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of City Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <div style="border: 1px solid black; padding: 10px; text-align: center; margin: 20px 0;"> <p>Local unit of government must sign.</p> </div>	<p>COUNTY APPROVAL for a gambling premises located in a township</p> <p>County Name: _____</p> <p>Date Approved by County Board: _____</p> <p>Resolution Number: _____ (If none, attach meeting minutes.)</p> <p>Signature of County Personnel: _____</p> <p>Title: _____ Date Signed: _____</p> <p>TOWNSHIP NAME: _____</p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: _____</p> <p>Signature of Township Officer: _____</p> <p>Title: _____ Date Signed: _____</p>
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ACKNOWLEDGMENT AND OATH

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. | <ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial. |
|--|---|

Signature of Chief Executive Officer (designee may not sign) _____
Date

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public</p>	<p>information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;</p>	<p>Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format, i.e. large print, braille, upon request.

LG215 Lease for Lawful Gambling Activity

LEASE INFORMATION

Organization: Lake Region Hockey Association	License/Site Number: 01837	Daytime Phone: 651-592-9901
Address: 3570 Lexington Ave N, Suite 115	City: Shoreview	State: Zip: MN 55126
Name of Leased Premises: Applebee's	Street Address: 1018 Meadowlands Dr	
City: White Bear Twp	State: Zip: MN 55127	Daytime Phone: 651-429-9789
Name of Legal Owner: SN Hospitality LLC	Business/Street Address: 6200 Oak Tree Blvd, Suite 250	
City: Independence	State: Zip: OH 44131	Daytime Phone: 216-525-2775
Name of Lessor (if same as legal owner, write "SAME"): Apple Minnesota LLC	Address: 2345 Rice St, Suite 230	
City: Roseville	State: Zip: MN 55113	Daytime Phone: 320-292-1877

Check applicable item:

New or amended lease. Effective date: _____ . Submit changes at least ten days **before** the effective date of the change.

New owner. Effective date: _____ . Submit new lease **within** ten days after new lessor assumes ownership.

CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)

<input checked="" type="checkbox"/> Pull-Tabs (paper)	<input checked="" type="checkbox"/> Electronic Pull-Tabs
<input checked="" type="checkbox"/> Pull-Tabs (paper) with dispensing device	<input checked="" type="checkbox"/> Electronic Linked Bingo
<input checked="" type="checkbox"/> Bar Bingo <input type="checkbox"/> Bingo	Electronic games may only be conducted:
<input checked="" type="checkbox"/> Tipboards	1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or
<input checked="" type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel with table	2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.

PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)

BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.

ALL GAMES, including electronic games: Monthly rent to be paid: N/A%, not to exceed **10%** of gross profits for that month.

- Total rent paid from all organizations for only booth operations at the leased premises **may not exceed \$1,750**.
- The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor.

BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.

ELECTRONIC GAMES: Monthly rent to be paid: 15 %, not to exceed **15%** of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.

ALL OTHER GAMES: Monthly rent to be paid: 20 %, not to exceed **20%** of gross profits from all other forms of lawful gambling.

- If any booth sales conducted by a licensed organization at the premises, rent may not exceed **10%** of gross profits for that month and is subject to booth operation **\$1,750** cap.

BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)

Bingo rent is limited to one of the following:

- Rent to be paid: N/A %, not to exceed **10%** of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo.
- OR -
- Rate to be paid: \$ N/A _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor.
 - ⇒ **Rent may not be paid for bar bingo.**
 - ⇒ Bar bingo does not include bingo games linked to other permitted premises.

LEASE TERMINATION CLAUSE (must be completed)

The lease may be terminated by either party with a written 30 day notice. Other terms:

LG215 Lease for Lawful Gambling Activity

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:  Date: 10/12/2023

Signature of Organization Official (Lessee):  Date: 10/12/2023

Print Name and Title of Lessor: Janine Sevm - General Manager

Print Name and Title of Lessee: ROBERT JANICE GAMULMAN

Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. **Data privacy notice:** The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.

Mail or fax lease to:
 Minnesota Gambling Control Board
 1711 W. County Road B, Suite 300 South
 Roseville, MN 55113
 Fax: 651-639-4032

Item Number: 2023-506

Meeting Date: 11/21/2023

Sponsor: Public Works

Title

Amendment to the Capital Grant Agreement with Metropolitan Council and Ramsey County for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project

Recommendation

1. Approve the Amendment to the Capital Grant Agreement for the Project Development Phase by and among the Metropolitan Council, Ramsey County, and the Ramsey County Regional Railroad Authority for the METRO Purple Line Bus Rapid Transit Project.
2. Authorize the Chair to execute the Agreement.
3. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts in accordance with procurement policies and procedures, provided the amounts are within the limits of funding.

Background and Rationale

The METRO Purple Bus Rapid Transit Project (Project) entered the Project Development (PD) phase of the Federal Transit Administration's (FTA) Capital Investment Grants (CIG) program on December 10, 2021. As initially envisioned, the Project was a 15-mile dedicated guideway bus rapid transit project between Union Depot in downtown Saint Paul and downtown White Bear Lake generally along Robert Street, Jackson Street, Phalen Boulevard, Ramsey County rail right of way co-located with the Bruce Vento Regional Trail and Highway 61. In spring 2022, it became clear that the project would not go to downtown White Bear Lake resulting in the understanding of a Route Modification Study. The initial phase of the Route Modification Study evaluated multiple locations for a new northern terminus, including Maplewood Mall Transit Center, I-35E & County Road E park & ride in Vadnais Heights and Century College. Results of this phase concluded that terminating at the Maplewood Mall Transit Center proved to be the option that would likely qualify for federal funding. Following the conclusion of the initial phase, additional engagement took place where concerns were raised about the profound changes seen by public transit since 2020 and their impact on the Project. This resulted in Project taking set back to evaluate the Maryland/White Bear Avenue routing option so that it could be compared to the routing option along the Bruce Vento Regional Trail. This new routing option diverges from the existing Bruce Vento Trail route at Maryland Avenue and travels along Maryland and White Bear avenues until reaching Beam Avenue and traveling to the Maplewood Mall area. Options for the route to continue beyond Maplewood Mall Transit Center will continue to be explored during the evaluation of this new route.

Because of the evaluation of a new routing option, the completion of PD will take additional time. On November 3, 2023, the FTA granted the Metropolitan Council an extension of the PD phase until December 9, 2024. This extension ensures that the project remains eligible for future federal matching funds. Currently, the project is 100% funded by Ramsey County and the Ramsey County Regional Railroad Authority through the Capital Grant Agreement for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project with the Metropolitan Council (Agreement). The Agreement was entered into by the Metropolitan Council, Ramsey County, and the Ramsey County Regional Railroad Authority to manage agency roles and obligations during PD. The Agreement expires on December 8, 2023, and needs to be amended for regional railroad authority funding to continue to be used on the Project.

The First Amendment to the Capital Grant Agreement for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project with the Metropolitan Council (Amendment) provides for continued regional railroad authority funding for the Project. This Amendment does the following:

- Extends the term of the Agreement to December 31, 2025.
- Amends the Initial Grant Activity Period to continue through the selection of the Locally Preferred Alternative, which is anticipated by September 2024.
- Creates a Second Grant Activity Period that commences after the selection of the Locally Preferred Alternative through completion of the PD Phase or December 31, 2025.

The total funding commitment between the Ramsey County Regional Railroad Authority and Ramsey County for PD remains unchanged at \$39,900,000 and will continue to fund the following tasks:

- Project Management
- Advanced Engineering/Design
- Environmental Reevaluated and Peer Review
- Public Engagement

Funding for PD will be provided in accordance with the funding commitment resolutions approved by Ramsey County and Ramsey County Regional Railroad Authority through separate board actions. Funding commitments are consistent with financial projections made for the Ramsey County Transit Portfolio Status and Financial Projection workshop held on November 3, 2020.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The METRO Purple Line BRT Project will serve a racially diverse area. The METRO Purple Line BRT Project provides transportation connections to areas of concentrated poverty where more than 50% of the residents are racially and ethnically diverse and Indigenous people. In these areas, auto ownership rates are low, and people depend on public transit for access to jobs, health care, shopping, and other trips. Other neighborhoods along the route, while not considered areas of concentrated poverty, are becoming more racially and economically diverse and are home to a significant number of households that do not own a car. The METRO Purple Line BRT Project will improve access to opportunities by providing more frequent, reliable, and comfortable service that is better connected to job centers, neighborhoods, parks and recreation, and other parts of the regional transit system.

Community Participation Level and Impact

The METRO Purple Line BRT has established a Communication and Public Involvement Plan. The Communication and Public Involvement Plan addresses the need to communicate and engage with multiple audiences within the corridor and across the region. A well-informed and engaged public strengthens the project and helps create a more useful transit system for all. The Metropolitan Council, Metro Transit, and the project’s local funding partner, Ramsey County, understand the need to engage corridor stakeholders in the development of project details and in fostering broad support for the project as a necessary investment to improve access and mobility to employment, educational and economic opportunities within the corridor and beyond.

Purple Line project staff (project staff) has sought to engage corridor residents, businesses, organizations, and transit riders in the project planning process to solicit their input and address their needs and concerns. Concerted effort has been given to communities that have been traditionally underrepresented in transit planning processes: people of color, low-income communities, people with Limited English Proficiency (LEP), people with disabilities, and other historically marginalized groups.

A framework has been established for how public engagement activities will be conducted for Route Modification Study Phase II between the months of July 2023 and December 2024. Engagement and public feedback will inform the evaluation of the White Bear Ave Corridor and the identification of the preferred White Bear Ave design concept. The White Bear Ave Corridor runs from the BRT guideway near Johnson Parkway, along Maryland, White Bear, and Beam Avenues, to an endpoint near the Maplewood Mall and St. John's Hospital.

The METRO Purple Line BRT project updates and project factsheet can be found here:

<https://www.metrotransit.org/purple-line-project>

Inform Consult Involve Collaborate Empower

Fiscal Impact

The \$39,900,000 requested to fund the METRO Purple Line Bus Rapid Transit Project's Project Development Phase is available in the Public Works Multimodal Capital Projects.

Last Previous Action

On October 5, 2021, the Ramsey County Board of Commissioners approved the Capital Grant Agreement with the Metropolitan Council and Ramsey County for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project in the amount of \$39,900,000 (Resolution B2021-216).

Attachments

1. First Amendment to Capital Grant Agreement #211040

**First Amendment to the
Capital Grant Agreement (#21I040) for the Project Development Phase of the METRO Purple
Line Bus Rapid Transit Project with the Metropolitan Council**

THIS FIRST AMENDMENT TO THE CAPITAL GRANT AGREEMENT FOR THE PROJECT DEVELOPMENT PHASE OF THE METRO PURPLE LINE BUS RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL (“Amendment”) is entered by and among the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“Council”); Ramsey County (“County”), a political subdivision of the State of Minnesota; and Ramsey County Regional Railroad Authority (“RCRRA”), a political subdivision of the State of Minnesota, collectively the “Parties.” The County and RCRRA are sometimes collectively referred to as “Ramsey” herein.

RECITALS

1. The Parties entered into the Capital Grant Agreement for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project (“Agreement”) effective December 9, 2021 based on the Federal Transit Administration’s (“FTA”) approval for the METRO Purple Line Bus Rapid Transit Project (the “Purple Line Project”) to enter the Project Development Phase, for a two-year period through December 8, 2023, for a maximum grant amount of \$39,900,000; and
2. The Parties intended that the Maximum Grant Amount for the Project Development Phase would include project management, advanced engineering/design, environmental evaluation and peer review, right-of-way acquisition, and public engagement, and anticipated completion of the Project Development Phase by approximately December of 2023; and
3. Section 1.01 of the Agreement defined the initial Grant Activity Period as the twelve-month period following the Effective Date of the Agreement, and Section 2.01 of the Agreement provided for a grant amount of up to \$10,949,000 during this initial Grant Activity Period; and
4. Section 2.01 of the Agreement allows Grant funds to be provided in subsequent Grant Activity Periods pursuant to Ramsey’s annual budget process and incorporated through amendment to the Agreement; and
5. To date, the initial Grant Activity Period has not been extended, and \$11,743,544 of the Maximum Grant Amount has been spent on approved Project activities through August 31, 2023; and
6. At its March 8, 2022 meeting, the City of White Bear Lake passed a Resolution of Opposition (the “Resolution”) removing their support from the Purple Line Project; and
7. At its June 17, 2022 meeting, the METRO Purple Line Corridor Management Committee (“Purple

Line CMC”) approved a motion for the Purple Line Project to begin Phase 1 of a Route Modification Study to evaluate an alternative northern terminus for the Purple Line Project; and

8. At the March 22, 2023 meeting of the Maplewood City Council, the Ramsey County Board of Commissioners introduced a letter to the Mayor of the City of Maplewood (the “Letter”), supporting the evaluation of an alternative alignment for the Purple Line Project along White Bear Avenue in Saint Paul and Maplewood; and
9. At its April 6, 2023 meeting, the Purple Line CMC approved a statement of concurrence with the Letter confirming the need to evaluate the alternative alignment along White Bear Avenue; and
10. Following the introduction of the Letter, and the statement of concurrence with the Letter from the Purple Line CMC, the Purple Line Project entered into Phase 2 of a Route Modification Study to evaluate an alternative alignment along White Bear Avenue (“Route Modification Study Phase 2”).

NOW, THEREFORE, in consideration of the terms and conditions set forth in this Amendment, the Parties agree that the Agreement is amended as follows:

1. **ARTICLE I DEFINITIONS, Section 1.01 DEFINED TERMS, “Project”** is stricken in its entirety and replaced with the following:

“Project” means that certain proposed project commonly referred to as the METRO Purple Line Bus Rapid Transit Project, a bus rapid transit line that will serve Saint Paul and Maplewood, and may serve additional cities surrounding Maplewood, but does not include operation and maintenance of the transit system, or ongoing capital maintenance costs, as further described in **Revised Exhibit A-1**.

2. **ARTICLE I DEFINITIONS, Section 1.01 DEFINED TERMS, “Grant Activity Period”** is stricken in its entirety and replaced with the following:

“Grant Activity Period” means each of the following periods of the Project Development Phase which are funded pursuant to Ramsey’s annual budget process, as each period may be extended pursuant to Section 2.06:

- a. The “Initial Grant Activity Period” commences on the Effective Date and continues through final determination of the Locally Preferred Alternative; and
- b. The “Second Grant Activity Period” commences upon the final determination of the Locally Preferred Alternative from Route Modification Study Phase 2, and continues through the end of the Project Development Phase, or December 31, 2025, whichever is earlier. The County’s Designee is authorized to execute an extension of the Second Grant Activity Period pursuant to Section 2.06 of this Agreement.

3. **SECTION 2.01 GRANT OF MONIES**, is stricken in its entirety and replaced with the following:

Ramsey agrees to grant the amount of \$39,900,000 (“Maximum Grant Amount”) to the Council for the Grant Project. Of this amount, Ramsey agrees to provide up to \$20,124,778 for the Initial Grant Activity Period. Ramsey agrees to provide up to \$19,775,222 for the Second Grant Activity Period. In no event shall the sum of the grant amounts exceed the Maximum Grant Amount.

The Maximum Grant Amount includes Grant funds for expenditures pursuant to federal Pre-Award Authority and expenditures for non-FFGA eligible activities if specifically authorized pursuant to Section 2.08 of this Agreement.

In no event will Ramsey’s obligation under this Agreement exceed the Maximum Grant Amount as a result of cost overruns or otherwise. The Council acknowledges that all or a portion of the Grant made hereunder may be financed with the proceeds of Bonds (see Article V of this Agreement for additional terms of compliance).

4. **SECTION 2.02 TERM OF GRANT AGREEMENT**, is stricken in its entirety and replaced with the following:

The term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2025, or upon the execution by the Parties of a Capital Grant Agreement for the Engineering Phase, whichever is earlier. The County’s Designee is authorized to execute an extension of the Second Grant Activity Period pursuant to Section 2.06 of this Agreement. The County’s Designee is further authorized to execute a renewal of this Agreement so long as such renewal is for an extension of time only, with all other terms and conditions remain the same, and such extension of time is for a period of not more than one year.

5. **Exhibit A – Project Description** is stricken in its entirety and replaced with the Revised Exhibit A-1 and attached to this Amendment. Any reference to Exhibit A in the Agreement shall be deemed a reference to Revised Exhibit A-1.
6. **Exhibit C – Grant Disbursement Schedule and Procedure** is stricken in its entirety and replaced with the Revised Exhibit C-1 and attached to this Amendment. Any reference to Exhibit C in the Agreement shall be deemed a reference to Revised Exhibit C-1.
7. **Exhibit E – Grant Project Description** is stricken in its entirety and replaced with the Revised Exhibit E-1 and attached to this Amendment. Any reference to Exhibit E in the Agreement shall be deemed a reference to Revised Exhibit E-1.

This Amendment shall be an amendment and modification to the Agreement and shall become a part of the Agreement between the Parties from and after the Amendment Effective Date (as defined below). All capitalized terms not defined herein shall have the same meaning as set forth in the Agreement. Any conflict between terms of this Amendment and the Agreement will be resolved in favor of this Amendment. Except as amended herein, all terms of the Agreement shall remain in full force and effect.

Reference Numbers
Metropolitan Council: 21I040
Ramsey County: RRA000105

IN WITNESS WHEREOF, the County, RCRRA, and the Council have executed this Amendment on the day and date indicated immediately below their respective signatures, and this Amendment will be effective as of the latest date of execution by the County, RCRRA, or the Council (the “Amendment Effective Date”).

[The rest of this page is left blank intentionally; signature page follows]

**SIGNATURE PAGE for FIRST AMENDMENT TO THE CAPITAL GRANT AGREEMENT FOR THE
PROJECT DEVELOPMENT PHASE OF THE
METRO PURPLE LINE BUS RAPID TRANSIT PROJECT**

<p>METROPOLITAN COUNCIL</p> <p>By: _____ Philip Walljasper, Interim Regional Administrator</p> <p>Date: _____</p>	<p>RAMSEY COUNTY</p> <p>By: _____ Trista Martinson, Chair Ramsey County Board of Commissioners</p> <p>Date: _____</p> <p>By: _____ Mee Cheng, Chief Clerk Ramsey County Board of Commissioners</p> <p>Date: _____</p> <p><i>Approved as to form:</i></p> <p>_____</p>
	<p>RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY</p> <p>By: _____ Rafael E. Ortega, Chair RCRRA Board of Commissioners</p> <p>Date: _____</p> <p><i>Approved as to form:</i></p> <p>_____</p> <p>Ramsey County Attorney's Office</p>

Reference Numbers
Metropolitan Council: 21I040
Ramsey County: RRA000105

Revised Exhibit A-1

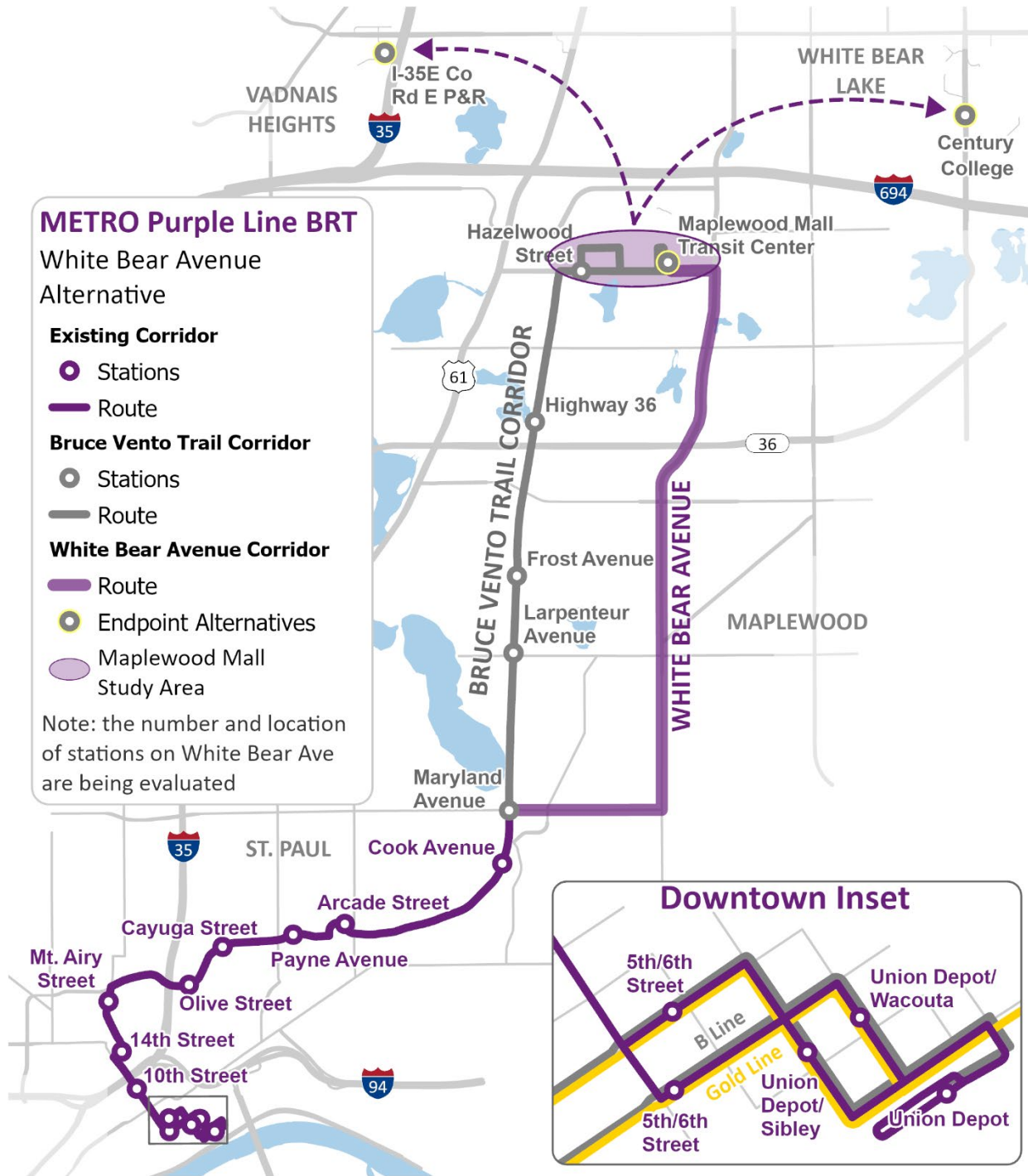
Project Description

Revised Exhibit A-1 – METRO Purple Line BRT Project Description

As initially envisioned, the METRO Purple Line BRT was a 15-mile line between Union Depot in downtown Saint Paul and downtown White Bear Lake generally along Robert Street, Jackson Street, Phalen Boulevard, Ramsey County rail right of way co-located with the Bruce Vento Regional Trail and Highway 61. In spring 2022, it became clear that the project would not go to downtown White Bear Lake and the initial phase of a Route Modification Study began to evaluate a new northern terminus at Maplewood Mall Transit Center, I-35E & County Rd. E park & ride in Vadnais Heights or Century College on the border of White Bear Lake and Mahtomedi. An ending at Maplewood Mall Transit Center proved to be the option that would likely qualify for federal funds.

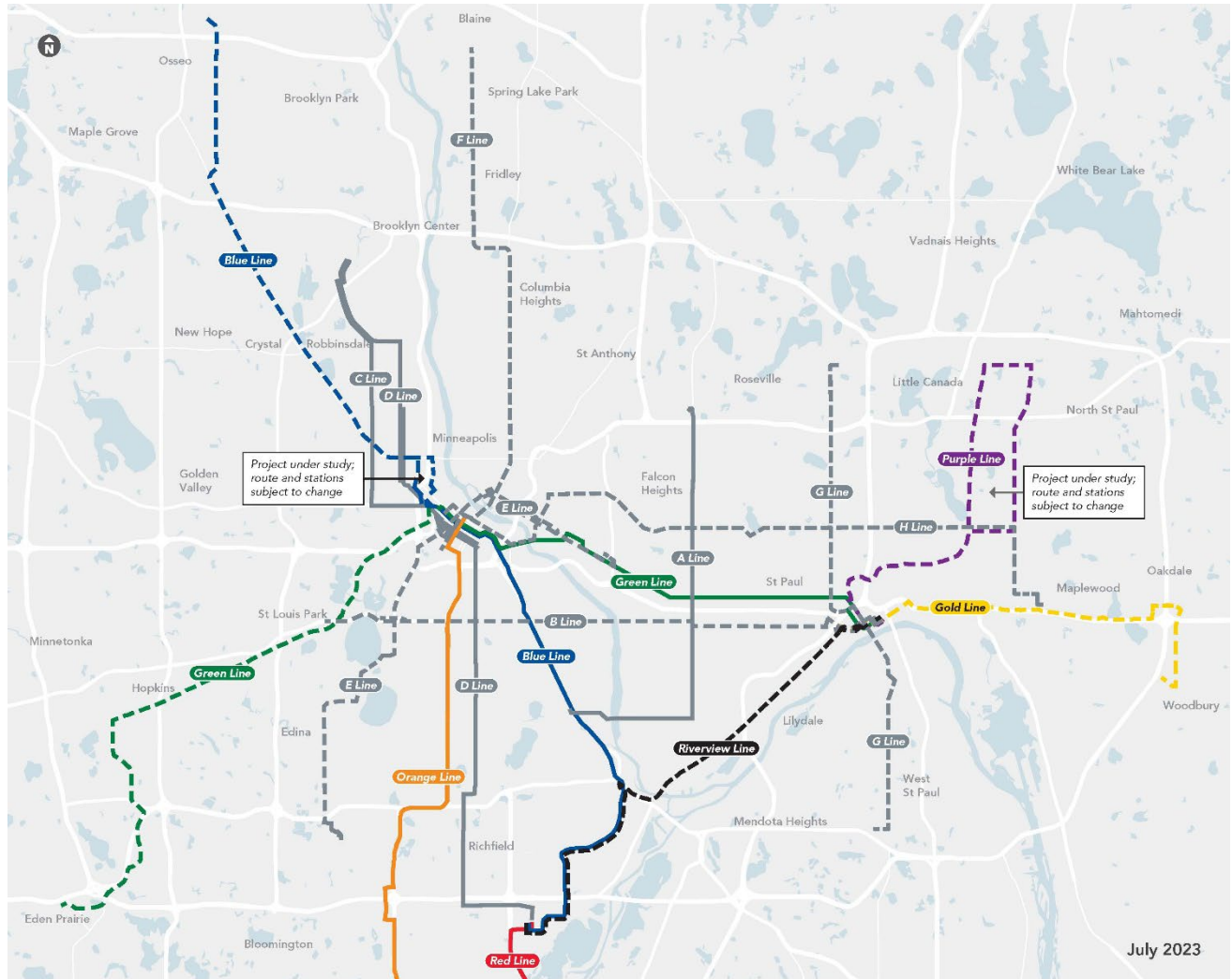
Recognizing the profound changes seen by public transit since 2020, the Purple Line Project has engaged with the public and policy makers to proactively position the project for success through evaluating an alternative route between the Maryland Avenue Station and the Maplewood Mall Station. This route would diverge from the existing Bruce Vento Trail Corridor and use Maryland and White Bear avenues to travel to the Maplewood Mall area. The analysis of this route will allow it to be compared to the Bruce Vento Trail Corridor route to determine which route provides the greatest benefit to corridor residents and businesses. Options for the route to continue beyond Maplewood Mall Transit Center will continue to be explored during the evaluation of this new alignment (see Figure 1 below).

Figure A-1 – Project Route



The purpose of the project is to provide transit service that satisfies the long-term regional mobility and accessibility needs for businesses and the traveling public and supports sustainable development within the corridor area. The Purple Line will be part of the METRO system, an interconnected regional system of light rail and bus rapid transit lines providing fast, frequent, all-day service with enhanced amenities (see Figure 2 below).

Figure A-2 – METRO System – Current and Planned



Current METRO network		Planned METRO network	
— A Line	— Green Line	--- Planned BRT	--- Green Line Extension
— C Line	— Orange Line	--- Gold Line	--- Blue Line Extension <i>Project under study; route and stations subject to change.</i>
— D Line	— Red Line	--- Purple Line	--- Riverview Line
— Blue Line		--- <i>Project under study; route and stations subject to change.</i>	

The Project has an estimated capital cost of approximately \$444.5 million based on the project alignment that ended in White Bear Lake. (see Figure A-3 below). Upon completion of 15% Design for the White Bear Avenue Alignment, a new capital cost estimate will be created. The Parties will substitute the revised Capital Cost Estimate, as agreed by the Council and Ramsey, for the Capital Cost Estimate in this Exhibit without any amendment to this Agreement.

Figure A-3 – Project Capital Cost Estimate

MAIN WORKSHEET - BUILD ALTERNATIVE (Rev.22, April, 2021)								
Insert Project Sponsor's Name here						Today's Date		8/9/21
Insert Project Name and Location						Yr of Base Year \$		2021
Insert Current Phase (e.g. Applic. for Engineering, Engineering, Applic. for FFGA, Construction, Rev Ops)						Yr of Revenue Ops		2025
	Quantity	Base Year Dollars w/o Contingency (X000)	Base Year Dollars Allocated Contingency (X000)	Base Year Dollars TOTAL (X000)	Base Year Dollars Unit Cost (X000)	Base Year Dollars Percentage of Construction Cost	Base Year Dollars Percentage of Total Project Cost	YOE Dollars Total (X000)
10 GUIDEWAY & TRACK ELEMENTS (route miles)	9.00	65,196	13,039	78,235	\$8,693	36%	20%	90,887
10.01 Guideway: At-grade exclusive right-of-way		8,994	1,799	10,793				12,538
10.02 Guideway: At-grade semi-exclusive (allows cross-traffic)		10,408	2,082	12,490				14,510
10.03 Guideway: At-grade in mixed traffic		776	155	931				1,082
10.04 Guideway: Aerial structure	9.00	15,940	3,188	19,128	\$2,125			22,221
10.05 Guideway: Built-up fill				0				0
10.06 Guideway: Underground cut & cover				0				0
10.07 Guideway: Underground tunnel				0				0
10.08 Guideway: Retained cut or fill		29,077	5,815	34,893				40,535
10.09 Track: Direct fixation				0				0
10.10 Track: Embedded				0				0
10.11 Track: Ballasted				0				0
10.12 Track: Special (switches, turnouts)				0				0
10.13 Track: Vibration and noise dampening				0				0
20 STATIONS, STOPS, TERMINALS, INTERMODAL (number)	19	14,225	2,845	17,070	\$898	8%	4%	20,000
20.01 At-grade station, stop, shelter, mall, terminal, platform	19	14,225	2,845	17,070	\$898			20,000
20.02 Aerial station, stop, shelter, mall, terminal, platform				0				0
20.03 Underground station, stop, shelter, mall, terminal, platform				0				0
20.04 Other stations, landings, terminals: Intermodal, ferry, trolley, etc.				0				0
20.05 Joint development				0				0
20.06 Automobile parking multi-story structure				0				0
20.07 Elevators, escalators				0				0
30 SUPPORT FACILITIES: YARDS, SHOPS, ADMIN. BLDGS	1	6,962	1,392	8,354	\$8354	4%	2%	9,621
30.01 Administration Building: Office, sales, storage, revenue counting	1	6,962	1,392	8,354	\$8,354			9,621
30.02 Light Maintenance Facility				0				0
30.03 Heavy Maintenance Facility				0				0
30.04 Storage or Maintenance of Way Building				0				0
30.05 Yard and Yard Track				0				0
40 SITEWORK & SPECIAL CONDITIONS	9.00	66,188	16,547	82,736	\$9,193	39%	21%	96,373
40.01 Demolition, Clearing, Earthwork		2,149	537	2,686				3,129
40.02 Site Utilities, Utility Relocation		8,939	2,235	11,173				13,015
40.03 Haz. mat'l, contain'd soil removal/mitigation, ground water treatments		2,812	703	3,515				4,095
40.04 Environmental mitigation, e.g. wetlands, historic/archeologic, parks		8,972	2,243	11,215				13,054
40.05 Site structures including retaining walls, sound walls				0				0
40.06 Pedestrian / bike access and accommodation, landscaping		19,967	4,992	24,959				29,073
40.07 Automobile, bus, van accessways including roads, parking lots		13,303	3,326	16,629				19,370
40.08 Temporary Facilities and other indirect costs during construction		10,046	2,512	12,558				14,627
50 \$Y SYSTEMS	52	21,586	6,476	28,062	\$53,118	13%	7%	32,878
50.01 Train control and signals				0				0
50.02 Traffic signals and crossing protection	52	10,450	3,135	13,585	\$261			15,916
50.03 Traction power supply: substations				0				0
50.04 Traction power distribution: catenary and third rail				0				0
50.05 Communications		5,146	1,544	6,690				7,838
50.06 Fare collection system and equipment		2,220	666	2,886				3,381
50.07 Central Control		3,770	1,131	4,901				5,742
Construction Subtotal (10 - 50)	9.00	174,157	40,299	214,456	\$23,828	100%	56%	249,758
60 ROW, LAND, EXISTING IMPROVEMENTS	9.00	12,692	6,346	19,038	\$2,115		5%	20,396
60.01 Purchase or lease of real estate		12,692	6,346	19,038				20,396
60.02 Relocation of existing households and businesses				0				0
70 VEHICLES (number)	17	29,378	10,282	39,661	\$2,333		10%	46,786
70.01 Light Rail				0				0
70.02 Heavy Rail				0				0
70.03 Commuter Rail				0				0
70.04 Bus	17	28,378	9,932	38,311	\$2,254			45,194
70.05 Other				0				0
70.06 Non-revenue vehicles		500	175	675				796
70.07 Spare parts		500	175	675				796
80 PROFESSIONAL SERVICES (applies to Cats. 10-50)	9.00	64,380	9,234	73,614	\$8,179	34%	19%	82,400
80.01 Project Development		6,440	902	7,342				8,218
80.02 Engineering		15,020	2,255	17,275				19,336
80.03 Project Management for Design and Construction		17,160	2,471	19,631				21,974
80.04 Construction Administration & Management		17,160	2,402	19,562				21,897
80.05 Professional Liability and other Non-Construction Insurance		2,150	301	2,451				2,744
80.06 Legal: Permits; Review Fees by other agencies, cities, etc.		2,150	301	2,451				2,744
80.07 Surveys, Testing, Investigation, Inspection		2,150	301	2,451				2,744
80.08 Start up		2,150	301	2,451				2,744
Subtotal (10 - 80)	9.00	280,607	66,161	346,769	\$38,530		90%	399,340
90 UNALLOCATED CONTINGENCY				32,519			8%	37,422
Subtotal (10 - 90)	9.00			379,288	\$42,143		98%	436,762
100 FINANCE CHARGES				6,295			2%	7,738
Total Project Cost (10 - 100)	9.00			385,583	\$42,843		100%	444,500
Allocated Contingency as % of Base Yr Dollars w/o Contingency								23.89%
Unallocated Contingency as % of Base Yr Dollars w/o Contingency								11.59%
Total Contingency as % of Base Yr Dollars w/o Contingency								35.47%
Unallocated Contingency as % of Subtotal (10 - 80)								9.38%

Revised Exhibit C-1

METRO Purple Line BRT Grant Disbursement Schedule and Procedure

Revised Exhibit C-1 – METRO Purple Line BRT Grant Disbursement Schedule and Request Procedure

The table below details the Project’s anticipated budget by major activities for each month from December 2021 through December 2025. Minor revisions to this table may be required during the Project Development Phase. The Parties may substitute a revised Table C-1 for the Table C-1 in this exhibit, as agreed to in writing by the Parties, without any formal amendment to this Agreement (not to exceed the Maximum Grant Amount).

(Insert pdf of Table C-1)

Exhibit C - METRO Purple Line BRT Grant Disbursement Schedule and Request Procedure

First Amendment

Table C-1 - Project Development Phase Budget

Rev. 2 - 2023.09.29

Month #	1	2	3	4	5	6	7	8	9	10	11	12	13	Months 1-13
Year	2021	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	2022	
Month	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
PROJECT EXPENSES														
CONTRACTS														
Large Contracts (Value >\$2M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,331	\$ 310,399	\$ 451,322	\$ 717,720	\$ 755,608	\$ 2,161,730	\$ 584,824	\$ 901,275	\$ 5,989,210
Small Contracts (Value <\$2M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,577	\$ -	\$ 4,000	\$ 4,953	\$ -	\$ 10,530
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 106,331	\$ 310,399	\$ 451,322	\$ 717,720	\$ 757,185	\$ 2,161,730	\$ 588,824	\$ 906,229	\$ 5,999,739
AGENCY STAFFING														
Agency Force Account Plan	\$ 16,974	\$ 29,066	\$ 28,673	\$ 28,547	\$ 69,702	\$ 99,717	\$ 52,878	\$ 101,394	\$ 55,503	\$ 49,483	\$ 236,271	\$ 182,153	\$ 115,886	\$ 1,066,246
TOTAL	\$ 16,974	\$ 29,066	\$ 28,673	\$ 28,547	\$ 69,702	\$ 99,717	\$ 52,878	\$ 101,394	\$ 55,503	\$ 49,483	\$ 236,271	\$ 182,153	\$ 115,886	\$ 1,066,246
PROJECT OFFICE SET-UP & OPERATIONS														
P-Cards & Misc. Contracts	\$ -	\$ 267	\$ 1,610	\$ 426	\$ 11,778	\$ 23,106	\$ 23,162	\$ 23,137	\$ 260	\$ 23,094	\$ 23,711	\$ 359	\$ 11,642	\$ 142,552
TOTAL	\$ -	\$ 267	\$ 1,610	\$ 426	\$ 11,778	\$ 23,106	\$ 23,162	\$ 23,137	\$ 260	\$ 23,094	\$ 23,711	\$ 359	\$ 11,642	\$ 142,552
PROJECT (PD) TOTAL	\$ 16,974	\$ 29,333	\$ 30,282	\$ 28,973	\$ 81,481	\$ 229,154	\$ 386,438	\$ 575,852	\$ 773,484	\$ 829,761	\$ 2,421,712	\$ 771,336	\$ 1,033,757	\$ 7,208,537
CUMULATIVE TOTAL	\$ 16,974	\$ 46,306	\$ 76,589	\$ 105,561	\$ 187,042	\$ 416,196	\$ 802,634	\$ 1,378,486	\$ 2,151,970	\$ 2,981,731	\$ 5,403,444	\$ 6,174,780	\$ 7,208,537	
PROJECT REVENUES														
RAMSEY COUNTY														
MONTHLY %	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%
MONTHLY TOTAL	124,388	124,388	124,388	190,993	1,121,846	1,121,846	1,121,846	1,121,846	1,211,846	1,211,846	-	-	-	\$ 7,475,235
CUMULATIVE	124,388	248,776	373,164	564,157	1,686,003	2,807,850	3,929,696	5,051,543	6,263,389	7,475,235	7,475,235	7,475,235	7,475,235	
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY														
MONTHLY %	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
MONTHLY TOTAL	13,821	13,821	13,821	21,221	124,650	124,650	124,650	124,650	134,650	134,650	-	-	-	\$ 830,582
CUMULATIVE	13,821	27,642	41,463	62,684	187,334	311,983	436,633	561,283	695,932	830,582	830,582	830,582	830,582	
PROJECT TOTAL	\$ 138,209	\$ 138,209	\$ 138,209	\$ 212,214	\$ 1,246,496	\$ 1,246,496	\$ 1,246,496	\$ 1,246,496	\$ 1,346,496	\$ 1,346,496	\$ -	\$ -	\$ -	\$ 8,305,817
CUMULATIVE	\$ 138,209	\$ 276,418	\$ 414,627	\$ 626,841	\$ 1,873,337	\$ 3,119,833	\$ 4,366,329	\$ 5,612,825	\$ 6,959,321	\$ 8,305,817	\$ 8,305,817	\$ 8,305,817	\$ 8,305,817	

Month #	14	15	16	17	18	19	20	21	22	23	24	25	Months
Year	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	2023	14-25
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
PROJECT EXPENSES													
CONTRACTS													
Large Contracts (Value >\$2M)	\$ 686,666	\$ 664,658	\$ 1,277,604	\$ 374,348	\$ 21,949	\$ 83,643	\$ 242,835	\$ 341,560	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 4,813,262
Small Contracts (Value <\$2M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 686,666	\$ 664,658	\$ 1,277,604	\$ 374,348	\$ 21,949	\$ 83,643	\$ 242,835	\$ 341,560	\$ 280,000	\$ 280,000	\$ 280,000	\$ 280,000	\$ 4,813,262
AGENCY STAFFING													
Agency Force Account Plan	\$ 64,884	\$ 147,967	\$ 93,465	\$ 113,232	\$ 71,137	\$ 63,108	\$ 99,608	\$ 82,364	\$ 85,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 1,090,766
TOTAL	\$ 64,884	\$ 147,967	\$ 93,465	\$ 113,232	\$ 71,137	\$ 63,108	\$ 99,608	\$ 82,364	\$ 85,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 1,090,766
PROJECT OFFICE SET-UP & OPERATIONS													
P-Cards & Misc. Contracts	\$ 13,758	\$ 13,167	\$ 20,406	\$ 11,719	\$ 11,756	\$ 11,758	\$ 11,707	\$ 11,707	\$ 11,957	\$ 11,957	\$ 11,957	\$ 11,957	\$ 153,807
TOTAL	\$ 13,758	\$ 13,167	\$ 20,406	\$ 11,719	\$ 11,756	\$ 11,758	\$ 11,707	\$ 11,707	\$ 11,957	\$ 11,957	\$ 11,957	\$ 11,957	\$ 153,807
PROJECT (PD) TOTAL	\$ 765,308	\$ 825,791	\$ 1,391,475	\$ 499,299	\$ 104,842	\$ 158,509	\$ 354,150	\$ 435,632	\$ 376,957	\$ 381,957	\$ 381,957	\$ 381,957	\$ 6,057,836
CUMULATIVE TOTAL	\$ 7,973,845	\$ 8,799,637	\$ 10,191,112	\$ 10,690,410	\$ 10,795,253	\$ 10,953,762	\$ 11,307,912	\$ 11,743,544	\$ 12,120,501	\$ 12,502,458	\$ 12,884,415	\$ 13,266,373	
PROJECT REVENUES													
RAMSEY COUNTY													
MONTHLY %	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	
MONTHLY TOTAL	-	1,211,846	1,257,591	1,212,736	-	-	-	-	-	1,092,023	1,092,023	-	\$ 5,866,219
CUMULATIVE	7,475,235	8,687,082	9,944,672	11,157,408	11,157,408	11,157,408	11,157,408	11,157,408	11,157,408	12,249,431	13,341,454	13,341,454	
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY													
MONTHLY %	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
MONTHLY TOTAL	-	134,650	139,732	134,748	-	-	-	-	-	121,336	121,336	-	\$ 651,802
CUMULATIVE	830,582	965,231	1,104,964	1,239,712	1,239,712	1,239,712	1,239,712	1,239,712	1,239,712	1,361,048	1,482,384	1,482,384	
PROJECT TOTAL	\$ -	\$ 1,346,496	\$ 1,397,323	\$ 1,347,484	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,213,359	\$ 1,213,359	\$ -	\$ 6,518,021
CUMULATIVE	\$ 8,305,817	\$ 9,652,313	\$ 11,049,636	\$ 12,397,120	\$ 12,397,120	\$ 12,397,120	\$ 12,397,120	\$ 12,397,120	\$ 12,397,120	\$ 13,610,479	\$ 14,823,838	\$ 14,823,838	

Month #	26	27	28	29	30	31	32	33	34	35	36	37	Months
Year	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	26-37
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
PROJECT EXPENSES													
CONTRACTS													
Large Contracts (Value >\$2M)	\$ 280,240	\$ 290,000	\$ 295,000	\$ 400,000	\$ 425,000	\$ 425,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 550,000	\$ 600,000	\$ 700,000	\$ 5,315,240
Small Contracts (Value <\$2M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 280,240	\$ 290,000	\$ 295,000	\$ 400,000	\$ 425,000	\$ 425,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 550,000	\$ 600,000	\$ 700,000	\$ 5,315,240
AGENCY STAFFING													
Agency Force Account Plan	\$ 136,600	\$ 161,900	\$ 186,900	\$ 186,900	\$ 206,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 221,900	\$ 2,372,500
TOTAL	\$ 136,600	\$ 161,900	\$ 186,900	\$ 186,900	\$ 206,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 211,900	\$ 221,900	\$ 2,372,500
PROJECT OFFICE SET-UP & OPERATIONS													
P-Cards & Misc. Contracts	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 145,200
TOTAL	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 12,100	\$ 145,200
PROJECT (PD) TOTAL	\$ 428,940	\$ 464,000	\$ 494,000	\$ 599,000	\$ 644,000	\$ 649,000	\$ 674,000	\$ 674,000	\$ 674,000	\$ 774,000	\$ 824,000	\$ 934,000	\$ 7,832,940
CUMULATIVE TOTAL	\$ 13,695,313	\$ 14,159,313	\$ 14,653,313	\$ 15,252,313	\$ 15,896,313	\$ 16,545,313	\$ 17,219,313	\$ 17,893,313	\$ 18,567,313	\$ 19,341,313	\$ 20,165,313	\$ 21,099,313	
PROJECT REVENUES													
RAMSEY COUNTY													
MONTHLY %	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	
MONTHLY TOTAL	386,046	417,600	444,600	539,100	579,600	584,100	606,600	606,600	606,600	696,600	741,600	840,600	\$ 7,049,646
CUMULATIVE	386,046	803,646	1,248,246	1,787,346	2,366,946	2,951,046	3,557,646	4,164,246	4,770,846	5,467,446	6,209,046	7,049,646	
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY													
MONTHLY %	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	
MONTHLY TOTAL	42,894	46,400	49,400	59,900	64,400	64,900	67,400	67,400	67,400	77,400	82,400	93,400	\$ 783,294
CUMULATIVE	42,894	89,294	138,694	198,594	262,994	327,894	395,294	462,694	530,094	607,494	689,894	783,294	
PROJECT TOTAL	\$ 428,940	\$ 464,000	\$ 494,000	\$ 599,000	\$ 644,000	\$ 649,000	\$ 674,000	\$ 674,000	\$ 674,000	\$ 774,000	\$ 824,000	\$ 934,000	\$ 7,832,940
CUMULATIVE	\$ 15,252,778	\$ 15,716,778	\$ 16,210,778	\$ 16,809,778	\$ 17,453,778	\$ 18,102,778	\$ 18,776,778	\$ 19,450,778	\$ 20,124,778	\$ 20,898,778	\$ 21,722,778	\$ 22,656,778	

Month #	38	39	40	41	42	43	44	45	46	47	48	49	Months	Total
Year	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	2025	38-49	(49 Mos)
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL	TOTAL
PROJECT EXPENSES														
CONTRACTS														
Large Contracts (Value >\$2M)	\$ 710,000	\$ 960,000	\$ 960,000	\$ 860,000	\$ 860,000	\$ 860,000	\$ 860,000	\$ 860,500	\$ 871,000	\$ 875,000	\$ 1,025,000	\$ 1,025,000	\$ 10,726,500	\$ 26,844,212
Small Contracts (Value <\$2M)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,530
TOTAL	\$ 710,000	\$ 960,000	\$ 960,000	\$ 860,000	\$ 860,000	\$ 860,000	\$ 860,000	\$ 860,500	\$ 871,000	\$ 875,000	\$ 1,025,000	\$ 1,025,000	\$ 10,726,500	\$ 26,854,742
AGENCY STAFFING														
Agency Force Account Plan	\$ 222,830	\$ 222,830	\$ 222,830	\$ 232,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 2,883,960	\$ 7,413,472
TOTAL	\$ 222,830	\$ 222,830	\$ 222,830	\$ 232,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 247,830	\$ 2,883,960	\$ 7,413,472
PROJECT OFFICE SET-UP & OPERATIONS														
P-Cards & Misc. Contracts	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 147,000	\$ 588,559
TOTAL	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 12,250	\$ 147,000	\$ 588,559
PROJECT (PD) TOTAL	\$ 945,080	\$ 1,195,080	\$ 1,195,080	\$ 1,105,080	\$ 1,120,080	\$ 1,120,080	\$ 1,120,080	\$ 1,120,580	\$ 1,131,080	\$ 1,135,080	\$ 1,285,080	\$ 1,285,080	\$ 13,757,460	\$ 34,856,773
CUMULATIVE TOTAL	\$ 22,044,393	\$ 23,239,473	\$ 24,434,553	\$ 25,539,633	\$ 26,659,713	\$ 27,779,793	\$ 28,899,873	\$ 30,020,453	\$ 31,151,533	\$ 32,286,613	\$ 33,571,693	\$ 34,856,773		
PROJECT REVENUES														
RAMSEY COUNTY														
MONTHLY %	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%		
MONTHLY TOTAL	850,572	1,075,572	1,075,572	994,572	1,008,072	1,008,072	1,008,072	1,008,522	1,017,972	1,021,572	1,156,572	1,156,572	\$ 12,381,714	\$ 32,772,814
CUMULATIVE	7,900,218	8,975,790	10,051,362	11,045,934	12,054,006	13,062,078	14,070,150	15,078,672	16,096,644	17,118,216	18,274,788	19,431,360		
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY														
MONTHLY %	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		
MONTHLY TOTAL	94,508	119,508	119,508	110,508	112,008	112,008	112,008	112,058	113,108	113,508	128,508	128,508	\$ 1,375,746	\$ 3,641,424
CUMULATIVE	877,802	997,310	1,116,818	1,227,326	1,339,334	1,451,342	1,563,350	1,675,408	1,788,516	1,902,024	2,030,532	2,159,040		
PROJECT TOTAL	\$ 945,080	\$ 1,195,080	\$ 1,195,080	\$ 1,105,080	\$ 1,120,080	\$ 1,120,080	\$ 1,120,080	\$ 1,120,580	\$ 1,131,080	\$ 1,135,080	\$ 1,285,080	\$ 1,285,080	\$ 13,757,460	\$ 36,414,238
CUMULATIVE	\$ 23,601,858	\$ 24,796,938	\$ 25,992,018	\$ 27,097,098	\$ 28,217,178	\$ 29,337,258	\$ 30,457,338	\$ 31,577,918	\$ 32,708,998	\$ 33,844,078	\$ 35,129,158	\$ 36,414,238		

Disbursement Request, Invoicing and Financial Reporting Procedure Timeline Illustration

DATE	ACTION
Last week in Month #1	Council submits invoice disbursement request to County for the Month #3 dollar value found in the disbursement schedule above, which may be revised and amended from time to time consistent with Article III of this agreement.
Last week in Month #2	County submits payment for Month #3 to the Council (30 days from receipt of invoice disbursement request).
3 rd week in Month #4	Consultants submit invoices for work in Month #3 to the Council.
3 rd to 4 th week in Month #4	Council reviews consultant invoices and submits for approval.
1 st to 2 nd week in Month #5	Consultant prepares Month #3 monthly financial report and the Council reviews.
3 rd week in Month #5	Council submits Month #4 monthly financial report to the County for review.
4 th week in Month #5	Monthly County/Council financial meeting to review report

Revised Exhibit E-1

Grant Project Description

Revised Exhibit E-1 – Grant Project Description

The METRO Purple Line (formerly Rush Line) BRT Project entered into the Project Development Phase of the Federal Transit Administration’s Capital Investment Grant Program as a New Starts project on December 8, 2021. Per federal regulations and guidance, the Project Development Phase is expected to be completed within 24 months of initiation. However, the Parties requested a 22-month Project Development Phase extension from the FTA. The table below summarizes the Project’s anticipated budget by major activities and Grant Activity Periods from December 1, 2021 through December 31, 2025. Minor revisions to this table may be required during the Project Development Phase. The Parties may substitute a revised Table E-1 for the Table E-1 in this exhibit, as agreed to in writing by the Parties, without any formal amendment to this Agreement (not to exceed the Maximum Grant Amount).

Table E-1 – METRO Purple Line Budget Summary
Rev.2 - 2023.09.29

	Initial Grant Activity Period Dec 2021 - Sep 2024	Second Grant Activity Period Oct 2024 - Dec 2025	TOTAL
CONTRACTED SERVICES			
Large Contracts (Value > \$2M)	\$14,267,712	\$12,576,500	\$26,844,212
Small Contracts (Value < \$2M)	\$10,530	\$0	\$10,530
SUBTOTAL	\$14,278,242	\$12,576,500	\$26,854,742
PROJECT OFFICE			
Agency Staff	\$3,883,812	\$3,529,660	\$7,413,472
Expenses	\$405,259	\$183,300	\$588,559
SUBTOTAL	\$4,289,071	\$3,712,960	\$8,002,031
REAL PROPERTY ACQUISITION			
SUBTOTAL	\$0	\$0	\$0
GRANT PROJECT TOTAL	\$18,567,313	\$16,289,460	\$34,856,773

The list below itemizes the Project's anticipated major deliverables for the extended Project Development Phase.

- Project Selection of a Locally Preferred Alternative (LPA)
- Adopt the LPA within the Metropolitan Council Transportation Policy Plan (TPP)
- Complete the environmental review process required under NEPA
- 30% Design Plans and corresponding cost estimate
- Develop sufficient information for FTA to develop a project rating
- Complete all PD phase requirements in accordance with FTA's CIG Policy Guidance:

Item Number: 2023-439

Meeting Date: 11/21/2023

Sponsor: Workforce Solutions

Title

Grant Award from Minnesota Department of Human Services for Supplemental Nutrition Assistance Program Employment and Training

Recommendation

1. Ratify the submittal of the Supplemental Nutrition Assistance Program Employment and Training Workplan and grant application to the Minnesota Department of Human Services for Supplemental Nutrition Assistance Program Employment and Training.
2. Authorize the acceptance and expenditure of grant awarded funds of \$105,623 from the Minnesota Department of Human Services for Supplemental Nutrition Assistance Program Employment and Training for the period of October 1, 2023 through September 30, 2024.
3. Authorize the County Manager to execute the Grant Allocation Award.
4. Authorize the County Manager to apply for and accept additional Supplemental Nutrition Assistance Program Employment and Training grant funds from the Minnesota Department of Human Services for the period of October 1, 2023 through September 30, 2024.
5. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

Ramsey County Workforce Solutions administers the Supplemental Nutrition Assistance Program Employment and Training (SNAP E&T) for all eligible Ramsey County residents on behalf of the Minnesota Department of Human Services (DHS). Workforce Solutions' goal is to help SNAP E&T eligible residents fully utilize their SNAP benefits, gain essential skills needed for gainful employment, and successfully transition off public assistance.

SNAP E&T is a voluntary program which requires active participation to continue receiving ongoing food benefits. SNAP E&T provides employment and training services to single adults without children and low-income families who are not eligible for other public assistance programs.

SNAP participants are offered SNAP E&T activities such as job search, coordination and referral to vocational training and other social services that will improve their employment prospects.

Workforce Solutions is required to provide SNAP E&T services and submit an annual Workplan to DHS to receive funds to operate the SNAP E&T program. Due to the tight timeline provided by DHS for the submission of the SNAP E&T Workplan, a timely request for board action was not feasible. On July 14, 2023, the Ramsey County Board of Commissioners was advised by memo of Workforce Solutions' intent to bring a request for board action to the Ramsey County Board upon receiving notice of the funding award.

On July 18, 2023, Ramsey County, Workforce Solutions submitted the SNAP E&T Workplan to DHS requesting the preliminary allocation of 100% funding for \$61,806 and \$40,000 in SNAP 50/50 reimbursement. The actual amount for 100% funding will be determined by DHS based on the funds

received.

On October 2, 2023, Workforce Solutions was allocated \$105,623 (\$65,623 for SNAP 100 and support services and \$40,000 for SNAP 50/50) from DHS, which is the same as last year’s initial allocation. This year, DHS received federal allocation of \$1,257,068, of this, \$380,343 is allocated to counties and tribes for SNAP 100. The SNAP 100 base allocation is determined using the local area proportion of SNAP recipients potentially eligible for E&T services to the statewide totals. Aside from the initial allocation, if additional funding is available, counties can request for additional funds. Last program year, Workforce Solutions received a total allocation of \$179,656 from SNAP 100 and \$40,000 for SNAP 50/50.

The funds will be used to serve up to 200 SNAP E&T participants for the period of October 1, 2023 through September 30, 2024 and will cover transportation costs (bus/gas cards), employment and education-related expenses, such as work clothes, work tools, books and testing fees.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

Funding will be used to serve low-income Ramsey County residents who are receiving food support benefits and enrolled in SNAP E&T. The SNAP E&T program primarily supports people with multiple barriers to employment by assisting with case coordination, employment services, job search skill building and placement, and referrals to training services. In Ramsey County, almost half served are racially and ethnically diverse and indigenous. The current demographic for SNAP E&T participants includes 2% American Indian, 9% Asian, 32% African American, 9% Hispanic, 39% White and 9% multi-race.

Community Participation Level and Impact

Workforce Solutions is working increase enrollment to SNAP E&T and to improve SNAP E&T programming. Workforce Solutions anticipates conduct a community engagement to gather input from participants to improve SNAP E&T service delivery.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Historically, the potential exists for additional funding to be received from DHS mid-year Federal Fiscal Year 2024. In 2023, the initial funding received was \$105,623, additional mid-year funding received was \$114,033 for a total of \$219,656.

Last Previous Action

On November 8, 2022, the Ramsey County Board approved an agreement with the Minnesota Department of Human services to provide Supplemental Nutrition Assistance Program Employment and Training Services (Resolution B2022-251).

Attachments

1. Memorandum to the Ramsey County Board
2. SNAP E&T Workplan
3. Award Letter

To: Ramsey County Board of Commissioners
CC: Ryan O'Connor, Johanna Berg
From: Ling Becker, Director, Workforce Solutions
RE: Intent to Apply for SNAP Employment and Training 2024 Funds
Grant: Local Plan Application for the SNAP Employment and Training Funds to Administer Employment and Training Program for the SNAP Eligible Residents of Ramsey County
Date: July 14, 2023

Ramsey County Workforce Solutions (WFS) administers the Supplemental Nutrition Assistance Programs Employment and Training (SNAP E&T) for all eligible Ramsey County residents on behalf of the Department of Human Services (DHS). Counties are required to submit a yearly plan to DHS describing details of the program operations including how they will coordinate with other employment programs and other support systems.

WFS' goal is to help SNAP E&T eligible residents fully utilize their SNAP benefits, gain essential skills needed for gainful employment, and successfully transition off public assistance. There is a statewide focus on offering a skill-development continuum of services to residents. The goal is to work collectively with community and local colleges, community-based organizations, WIOA programs and others to build creative and innovative approaches to provide services to the residents across the local area, leverage multiple funding streams and help residents secure employment.

WFS plans to enroll 200 SNAP participants who can benefit from SNAP E&T services.

Due date: July 19, 2023 (DHS released the Local Plan information on June 23, 2023)

Amount: Preliminary allocation of 100% funding: is \$61, 806 and \$40,000 in SNAP 50/50 reimbursement. The actual amount for 100% funding will be determined by DHS based on the funds available

Status: Once awarded, WFS will provide an update and go to the board to accept funds.

View results

Respondent

34

Anonymous

32:03

Time to complete

SNAP E&T Entity

1

SNAP E&T Entities *

Select the choice that identifies your SNAP E&T grouping or entity

- County agency or Tribal Nation providing E&T services in-house, OR an agency contracted with a county or Tribal Nation providing E&T services that is not also contracted with DHS
- Provider contracted with **both** DHS and a county or Tribal Nation
- DHS contracted provider
- County agency, tribe, or county agency cohort that is **declining** to administer SNAP E&T and will **not be requesting funding**

County agency, Tribal Nation, or agency contracted with a county or tribe

2

Service provision

Select the best option

- Agency is part of a county or tribe (in-house services)
- Agency is contracted with a county or tribe to provide SNAP E&T (contracted services)

3

Host County or Host Tribal Nation

If your agency is receiving funding by multiple host counties, list as host #1, host #2

Host 1: Pine; Host 2: Sherburne

Ramsey County

4

List all county(ies) or Tribal nation(s) that will be served by 100% funds through your organization

If your agency is receiving funding by multiple host counties, list all counties being served from each host. List as host #1, host #2

Host 1: Kanabec, Isanti, Chisago; Host 2: Isanti, Kanabec, McLeod, Mille Lacs

Ramsey County

5

I hereby certify that the SNAP E&T preliminary 100% funding allocation has been reviewed by the host county or Tribal Nation and the host county or host Tribal Nation accepts funding to be used as outlined in this workplan and follow SNAP E&T policy.

*

I understand final allocations will be sent at a later date and may differ slightly from the preliminary allocations.

- I accept the preliminary program and administrative 100% funding allocations
- I accept the preliminary support services funding
- I acknowledge and agree the host county and all counties providing SNAP E&T services agree to use SNAP E&T funding in align with SNAP E&T policy

6

Does your agency want to request funding for any special target population projects?

If yes, DHS staff will contact your agency for additional project information and budget numbers.

- Yes
- No

7

How will your SNAP E&T activities be funded? *

Federally allocated 100% are funds allocated to county and tribes only

- Federally allocated 100% funds only
- Both federally allocated 100% and non-federal 50% reimbursement
- DHS contracted provider who also is contracted with county(ies) for 100% funding

8

Program and Administrative cost (non-federal 50% reimbursement for county in-house providers) *

Enter the full cost, not the amount to be reimbursed.

Do not include the 50% DHS contracted amount you entered on 50% budget spreadsheet

\$38,000

9

Support Services funding request amount (non-federal 50% reimbursement for county in-house providers) *

Enter the full cost, not the amount to be reimbursed.

Do not include the 50% DHS contracted amount you entered on 50% budget spreadsheet

\$2,000

Support Services

Participant reimbursements directly supporting an approved SNAP E&T activity:

- Must be allowable, necessary, and reasonable
- Must not be available through another government program or at no cost
- Must be necessary for participation in a SNAP E&T activity

Review the Guidance on Cost and Reimbursements for additional information on the SNAP E&T website.

10

List non-federal funding source(s) and amounts to be used for 50% reimbursement *

Enter the full cost, not the amount to be reimbursed.

Example: P2P DEED grant- \$20,000; Private donations- \$10,000.

State Funded Dislocated Work; Ramsey County Levy Admin Funds; Earned SNAPET Revenue from 50/50 - \$40,000

11

Estimated number of SNAP E&T participants to receive support services *

200

12

List the types of support services your agency expects to provide *

example: transportation, course registration fees, tuition, hotspot, child care etc.

Depending on the availability of the support services, engaged participants will be eligible to receive support services to help with their participation in approved and allowable activities. The support services may include: transportation (Bus/Gas Card), Interview clothing, course registration fees and training materials.

Program and Activities

- Provide an anticipated number of participants your agency plans on serving in FFY24 for each activity your agency will offer. Do not include activities you are referring out to other agencies.
- Describe each activity category offered by your agency.
- List target populations, if any, and any criteria that may be required prior to enrollment in that activity.

Review the SNAP E&T Activities Guide on the website

13

List all counties whose residents you are able to serve through SNAP E&T regardless of funding source *

example: Statewide or Pine, Kanabec, Isanti, Carlton

Ramsey County

Provide a brief overview of your SNAP E&T program. Include how the activities you offer align with the State's Five Year Strategic Plan. *

Recruitment/Outreach/Marketing/Referral: Within a 12-month period of time approximately 1200 referrals for SNAP E&T are made to WFS. WFS provides outreach and follow-up to each referral and invites participants to attend an orientation and enrollment session which explains the program requirements, services offered, activities and requirements and career pathway opportunities.

Orientations are one to two hours long and are available three times a week and scheduled "on demand" if needed to increase engagement and follow through opportunity. Orientations are available in English speaking and non- English speakers facilitated by interpreter(s) in a group or one-on-one setting. SNAP E&T orientations are anticipated to be offered both virtually and in person at the Ramsey County Service Centers, and additional community-based locations.

Through the orientation sessions, WFS will enroll an estimated 200 participants in the SNAP E&T program during this next program year. Within 30 days of enrollment, participants will complete a thorough assessment with a counselor and will develop a comprehensive employment plan which will emphasize the strengths and abilities of the individual. The counselor will utilize motivational interviewing and coaching strategies to help participants define their own path and identify strategies to achieve their goals. The counselor will provide participants with job leads, housing/food resources, assist with development of resumes, cover letters, make referrals to workshops, work experience programs, education and any other resources necessary to provide stability to the individual to become engaged and employed.

Case management may include employability, intake assessments, barriers identification, monitoring of programs and support and collaboration with other employment or social services providers in Ramsey County. Once a participant becomes employed, 90-day retention services are available to ensure a successful transition off SNAP. Participants are eligible to receive support services to assist with their activities.

Goals and Outcomes: Workforce Solution's goal is to increase active participation in the SNAP ET program and to help SNAP E&T participants achieve the greatest level of stability and economic independence through providing participants with the services and resources needed to have the opportunity to improve their education, employment and economic stability.

The average SNAP E&T participant in Ramsey County is 33 years old, 64% report no education beyond a high school diploma or GED, 27% report being homeless, 18% are limited English proficiency, 16% chemically dependent, 11% are justice involved, 10% have a disability reported as barrier to employment and 42% have been unemployed 6 months or longer. The average wage at enrollment is \$0 and average wage at exit is \$14.48; the average length of time in the program is just over 6 months.

The employment plan activities beyond completing orientation and assessment will take into consideration these challenges and despite these demographics it is anticipated that about a third will be employed to some degree while participating in the program, 70% will participate in job search/readiness and training activities and about another 10-15% will need to be connected to appropriate resources and services to address social service needs.

Provide details on the Supervised job search and/or Job search training activity, if offered. *

Include: How do these activities differ at your agency? How do you determine how long an individual may participate in these activities? How do you determine a participant should be enrolled in these activities? Describe the direct link between these activities and employment at your agency.

*** if not offered enter N/A**

The Employment Counselors will provide an assessment with the participant to determine activities the participant wants to be engaged in that will lead to employment.

Participant is placed in job search training when they want to engage in workshops. The Employment Counselor provides participants with workshop opportunities to increase their knowledge and skills in how to find a job.

Participant is placed in supervised job search as counselor assists & coaches the participant ongoing with job searching, writing/editing resume and cover letters. The Employment Counselor will provide job leads and training opportunities for client which could lead to employment.

16

Provide details on the the Educational activities (Basic education and/or Foundational skills instructions, Career/Technical Education or Vocational training, English language acquisition, Integrated education and Training/Bridge programs, Work readiness training activity), if offered *

if not offered enter N/A

Workforce Solutions does not offer education internally, however, Employment Counselor can assess the participant and refer them into education and training programs in the local area.

Basic Education and or Foundational Skills: Employment Counselor checks in regularly on progress, grades, stress management, and overall wellbeing -Grades are collected at the end of each semester -Partners are (but not limited to): Clues, Hubbs Center, HAP, Vietnamese Social Services, International Institute of Minnesota

Career and/or technical education programs or other vocational training: Employment Counselor makes referrals based on employment plan, goals, skills and interests. Employment Counselor also checks in regularly progress, grades, stress management, overall wellbeing and provides support and resources as needed. Grades are collected at the end of each semester/quarter.

English language acquisition: Employment Counselor provides referrals to services as determined from assessment; -Employment Counselor provides ongoing engagement on progress, grades, and overall wellbeing -Resources provided as necessary -Grades are collected at the end of each semester -Partners are (but not limited to): Clues, Hubbs Center, HAP, Vietnamese Social Services, International Institute of Minnesota

Partners are (but not limited to): Clues, Hubbs Center, HAP, Vietnamese Social Services, International Institute of Minnesota

17

Provide details on the On-the-job training, Pre-apprenticeship, Apprenticeship, Internship, Transitional jobs activity, if offered. *

include: How long are programs offered? What fields are training in? Are you offering any innovative or new work based learning activity this year?

* if not offered enter N/A

N/A

18

Total number of participants you anticipate serving in FFY24 *

Including ongoing participants carried over from FFY23

200

19

Employability assessment *

Employability assessment is a required activity for all SNAP E&T participants.
Enter the [number of individuals anticipated](#) to be served in this activity in FFY24 (unduplicated)

200

20

Supervised job search- SJS *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

150

21

Job search training - JST *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

100

22

Job retention services- JR *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

40

23

Workfare- W *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

0

24

Self-employment training- SET *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

0

25

Basic education and/or Foundational skills instructions- EPB *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

30

26

Career and/or Technical education or other Vocational training- EPC *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

30

27

English language acquisition- EPEL *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

20

28

Integrated education training (IET)/ Bridge programs- EPI *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

0

29

Work readiness training- EPWRT *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

0

30

Cost attributed to the educational activities offered above do not supplant funds used for other existing education programs. *

Not supplanting: Federal E&T funds used for activities within the education component must not supplant non-Federal funds for existing educational services and activities.

- Agree
- N/A (not offering educational activities)

31

Costs charged to E&T for the educational activities offered above do not exceed the costs charged for non-E&T participants (e.g. comparable tuition) *

Cost parity: If any of the educational services or activities are available to persons other than E&T participants the cost charged to E&T may not exceed those charged for non-E&T participants (e.g. comparable tuition)

- Agree
- N/A (not offering educational activities)

32

Work activity (Uncompensated)- WA *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

33

On-the-job training- WBLOJT *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

34

Pre-apprenticeship- WBLPA *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

35

Apprenticeship- WBLA *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

0

36

Internship-WBLI *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

0

37

Transitional jobs- WBLTJ *

Enter the anticipated number of individuals to be served in this activity (annual unduplicated)
Enter 0 if your agency does not plan to offer this activity

0

38

Does your agency have the existing capacity to offer paid training opportunities to SNAP E&T participants AND want to work with DHS on offering Subsidized Work Based Learning (SWBL)? *

SWBL is currently not an approved activity in MN. DHS will reach out to your agency for further information required for SWBL activities.

Yes

No

39

List each activity your agency provides that targets a specific population(s) and the population it targets. *

example:

- **Supervised Job Search**-returning citizens
- **Work readiness**-homeless
- **Apprenticeship**-time-limited participants

Activities are offered to participants who are eligible for SNAP Employment and Training Program. This can include individuals who are homeless, time limited participants and BIPOC residents on SNAP. Majority of the participants served by WFS are time limited participants on SNAP.

40

List each activity that has specific criteria for participation and the criteria needed to participate *

example:

- **On the Job Training**- 8th grade reading level
- **Apprenticeship**-1 year experience in construction
- **Career/Technical Education**-LPN diploma-college level reading score and no criminal history that would prevent them from working in the field.

N/A

41

How does your agency integrate WIOA Title I services with SNAP E&T? *

Ramsey County Workforce Solutions will coordinate with our Workforce Innovation & Opportunity Act (WIOA) program, Adult Dislocated Worker Program, community-based programs and other employment or educational programs to enhance services to SNAP E&T participants. These partnerships will maximize use of resources and increase access to opportunities for employment, education, and training for SNAP E&T participants.

Co-enrollment with WIOA services is completed when appropriate, as well as any other training opportunities that can be utilized to create a seamless continuum of services for the participant. The WIOA program has dedicated a supervisor to ensure there is staff coordination between the two programs and assist participants as needed. This includes providing WIOA resources and information during SNAP E&T orientation and ongoing weekly to monthly communication with the SNAP E&T Counselor. Our goal is to work closely with WIOA to increase the number of SNAP E&T receiving services.

Through our partnership, Workforce Solutions will determine if SNAP eligible individuals are open on any other programs and, if so, Workforce Solutions will coordinate services with other programs to ensure no duplication of services but rather continuity of services.

Contact information

Please provide full contact information below for the agency, county or Tribal Nation providing the SNAP E&T services.

DHS will use this contact information for DHS contracts, email list for trainings and or SNAP E&T policy updates and meeting invitations.

42

Name of agency, Tribal Nation or county

Ramsey County

43

Program director or site manager name *

Lisa Guetzkow

44

Program director or site manager email address *

lisa.guetzkow@co.ramsey.mn.us

45

Program director or site manager phone number *

XXX-XXX-XXXX

651-266-6006

46

Fiscal contact name *

Primary fiscal person who should be included in fiscal monitoring and that will be submitting invoices

George Hardgrove

47

Fiscal contact email address *

george.hardgrove@co.ramsey.mn.us

48

Fiscal contact phone number *

XXX-XXX-XXXX

651-266-2791

49

Case manager(s) staff name(s) that will be working directly with SNAP E&T participants & utilizing Workforce One, MAXIS *

Name, Title separate each staff with a (;)

Jane Doe, Career Counselor; Betty Davis, Employment Specialist

Lisa Laabs, Program Supervisor; Syjong Xiong, Employment Guidance Counselor; Matthew Fenske, Employment Guidance Counselor Aide; Hli Moua, Employment Guidance Counselor Aide

50

Case manager(s) email address(es) of staff that will be working directly with SNAP E&T participants & utilizing Workforce One, MAXIS *

list in the same order as above separate by a (;)

Jane.Doe@agency.com; Betty.Davis@agency.com

lisa.laabs@co.ramsey.mn.us; syjong.xiong@co.ramsey.mn.us; matthew.fenske@co.ramsey.mn.us; hli.moua@co.ramsey.mn.us

51

ESP/Case manager(s) phone number(s) of staff that will be working directly with SNAP E&T participants & utilizing Workforce One, MAXIS *

list in the same order as above separate by a (;)

xxx-xxx-xxxx; xxx-xxx-xxxx

651-266-4715; 651-266-4980; 651-266-4320; 651-266-4710

52

Executive director name *

Ling Becker

53

Executive director email address *

ling.becker@co.ramsey.mn.us

54

Executive director phone number *

XXX-XXX-XXXX

651-266-6001

55

Does the Executive director have authorization to sign contract on behalf of the agency or organization? *

* Agency or organization that are or plan to be DHS-contracted

- Yes
- No
- N/A not contracted with DHS

Assurances

Check the respective boxes below indicating that you have read, agree to and are in compliance with the following assurance statements.

56

Agency contracted with a county or tribe *

- Agency does not contract with a county or tribe.
- Agency retains a third-party contractual agreement for which the local area conducts a SNAP E&T program. These documents must be available to DHS upon request.

57

All activities authorized by this agency workplan are in accordance with SNAP Employment & Training regulations. *

Agree

58

Program activities are conducted in compliance with all applicable federal and state laws, rules, and regulations, including civil rights and Office of Management and Budget (OMB) regulations governing cost issues. *

Agree

59

Upon initial enrollment into SNAP E&T all participants shall be provided an employability assessment and an employment plan (EP) will be developed. *

- Employability assessment will outline their strengths, job skills needs, interests and abilities as well as their barriers to employment.
- Employment Plan (EP) will list achievable goals which would lead to transitioning into unsubsidized employment. The EP will be made a part of each participant's permanent file and will be updated as annual and/or as necessary.

Agree

60

Agency shall provide services such as case management, financial, etc., as needed by SNAP E&T participants. *

Referrals to other SNAP E&T partners and/or community services such as county departments or family services will be made when appropriate.

Agree

61

Cost and Reimbursements *

Check the respective boxes below indicating that you have read, agree to and are in compliance with the following assurance statements.

- Documentation of agency costs, payments and donations for approved E&T activities are maintained and available for federal and state review and audit.
- The Guidance on Costs and Reimbursements document has been reviewed.
- Program activities and expenses are reasonable and necessary to accomplish the goals and objectives of SNAP E&T.
- If in-kind goods and services are part of the budget, only public in-kind services are included. No private in-kind goods or services are claimed.
- Cash or in-kind donations from other non-federal sources have not been claimed or used as a match or reimbursement under any other federal program.
- The agency is fiscally responsible for SNAP E&T activities funded under the plan and is liable for repayment of unallowable costs.

62

Records and Files *

Check the respective boxes below indicating that you have read, agree to and are in compliance with the following assurance statements.

- Case records will be maintained for each client and be available for federal and state monitoring and audits. These shall be retained for 10 years.
- Documentation and records for support service expenditures must be retained on file for no less than three years to verify SNAP E&T costs at a participant transactional level.

63

50% reimbursement agencies: Program and fiscal staff consulted and agreed that non-federal funding will be available to front SNAP E&T costs for the proposed contract period. *

- Agree
- N/A only receiving 100% allocated funds

64

Agency shall communicate with the county or tribal eligibility office when learning information that may impact a participant's SNAP eligibility.

*

Agree

65

Agency agrees to participate in DHS-led research and evaluation efforts to better understand and enhance the SNAP E&T program.

*

Agree

[Submit FFY24 SNAP E&T Workplan](#)



66

Name of person completing this form *

Hua Moua

67

By checking the box below, I hereby certify that this SNAP E&T Workplan has been prepared as required under the provision of Minnesota Statute, Chapter §256D.60 *

Agree

October 4, 2023

Employment Services Division Manager
Workforce Solutions

Ramsey County Workforce Solutions:

Thank you for the Local Area Plan outlining the details of your SNAP Employment and Training (SNAP E&T) program for Federal Fiscal Year (FFY) 2024.

Minnesota has a total of \$380,343 available to counties in administrative and program funds and \$50,000 in support service funds this year.

After evaluating the proposals, taking into consideration your projected goals and expenditures, we can offer you **\$59,765** in administrative and program funds, and **\$7,899** in support service funds. NOTE: The \$7,899 in support service funds *includes* the \$2,041 already issued on July 1, 2023.

DHS has also approved your **\$40,000** expenditure budget for which you may receive 50% reimbursement on for services provided to SNAP E&T participants.

We realize these amounts may not allow you to operate the program for a full year. We ask that you pursue program operation until these funds are exhausted and contact us when that has occurred. Minnesota has already applied to Food and Nutrition Service for additional program funds. If we are successful, we will notify you immediately so you can submit a new request to DHS for additional funds.

If you have questions or concerns please feel free to contact me at 651-431-6318 or by email. We look forward to working with your agency in FFY 2024.

Thank you,

Andrea McConnell, SNAP E&T Program Specialist

Board of Commissioners

Request for Board Action

Item Number: 2023-494

Meeting Date: 11/21/2023

Sponsor: Workforce Solutions

Title

2025 Contract Extension with Minnesota Family Investment Program Employment Services Providers

Recommendation

1. Extend the term of the Minnesota Family Investment Program Employment Service provider agreements for the period of January 1, 2025 through December 31, 2025.
2. Authorize the County Manager to execute amendments to the agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.
3. Authorize the County Manager to make temporary transfers, as needed, from the County General Fund to Workforce Solutions to cover program expenses until program funds are received, with repayment to be made upon receipt of the funds.

Background and Rationale

Ramsey County Workforce Solutions operates and administers the Employment Services portion of the Minnesota Family Investment Program (MFIP) and Diversionary Work Program (DWP) in Ramsey County. MFIP is the state of Minnesota's version of the Federal Temporary Assistance for Needy Families program, operated by the Minnesota Department of Human Services (DHS).

MFIP assists families with children meet their basic needs, while helping parents move to financial stability through work. In preparation for work, and/or retaining employment, participants are required to engage in Employment Development Plan goals and activities. MFIP employment services are provided directly by Workforce Solutions staff as well as by contracted providers.

DWP is a short term (four month) work-focused program that helps parents quickly find work so that they do not need to enroll into MFIP. The 2023 Minnesota legislative session resulted in the sunseting of DWP by March 2026. Currently, the DWP employment services are provided by Workforce Solutions staff.

In addition to MFIP and DWP employment services, the Consolidated Funds support the following:

- Extension services: families that are post 60-months of the MFIP lifetime limit.
- Emergency and Crisis Services/Childcare/Administration: through Financial Assistance Services.
- Family Stabilization Services.
- Support Services.
- Paid work experience.
- Career coaching and education or occupational skills training.
- Incorporation of a family-centered service delivery model.
- Racial disparity reduction services.
- Meaningful community engagement.

Every five years, Workforce Solutions invites qualified contractors to competitively bid for the opportunity to deliver MFIP employment services. On May 1, 2019, Ramsey County Workforce Solutions released a Request

for Proposal (RFP), in which, MFIP services began on January 1, 2020. Upon board approval, the selected MFIP Employment Service providers below began operations in 2020.

- Avivo, 1900 Chicago Avenue, Minneapolis MN 55404
- American Indian Family Center, 579 Wells Street, Saint Paul, MN 55130
- Hmong American Partnership, 1075 Arcade Street, Saint Paul, MN 55106
- hired, 217 5th Avenue North, Suite 300, Minneapolis, MN 55401
- Young Women’s Christian Association, 375 Selby Avenue, Saint Paul, MN 55102
- Goodwill Easter Seals of Minnesota, 553 Fairview Avenue North, Saint Paul, MN 55104
- Network for the Development of Children of African Descent, 655 Fairview Avenue North, Saint Paul, MN 55104
- Comunidades Latinas Unidas En Servicio, 797 East Seventh Street, Saint Paul, MN 55106

The term of these agreements is set to expire December 31, 2024 with no remaining renewal options. After careful consideration, and to maintain continuity of services to residents, Workforce Solutions is returning to the board to request approval to extend the term of the current MFIP employment service contracts for an additional 12-month period from January 1, 2025 through December 31, 2025.

Postponing the release of the next MFIP RFP to 2025 will provide the additional time needed to carefully consider and re-evaluate MFIP service delivery in Ramsey County for the following reasons:

- Since COVID began in 2020 and waivers having ended in late 2021, the caseload size in Ramsey County has been unstable and unpredictable, going both up and down. While this will continue to be difficult to predict, we have only begun seeing some stabilization in caseloads in 2023. With caseload size fluctuation there are also family support needs that have become more complex and intensive coming out of the pandemic.
- Ramsey County’s recovery out of the COVID-19 pandemic has been lower and slower than other parts of Minnesota. The community-based partners delivering MFIP employment services are not immune to this slow recovery. The additional time will allow for WFS to deepen partnerships with community organizations and work in partnership with MFIP families to appropriately assess the needs of families.
- Effective March 1, 2026, the Diversionary Work Program is repealed. When this change occurs, families previously eligible for DWP will be eligible for MFIP. In preparation, the DWP staff will need to be transitioned to other employment service programs in the department. Retaining the current contractual relationships will support this transition rather than have multiple transitions occurring for MFIP families concurrently.
- By 2026, WFS will have had two years of a full family planner working collaboratively with other departments and community partners to integrate early childhood, financial counseling, well-being, and other whole family services to better support families with stability and transition to livable wage jobs.
- ARPA Learn and Earn investments will end 2026 but by the end of 2025 there will have been at least two years of Learn and Earn services with evaluation results which will help further inform future programming of MFIP employment services.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Ramsey County serves approximately 2950 families through the DWP and MFIP programs. Of these, 85% are single-parent households, 85% are female/15% male, 54% African American, 22% White, 10% Asian, 7% Hispanic/Latino, 4% American Indian, and 3% unreported; additionally, 40% of individuals report a documented physical or mental health condition.

Workforce Solutions has engaged with community to co-create efforts to reduce racial and ethnic disparities. Below are some examples:

- MFIP employment services continue to include partnerships and services that are culturally specific, where the services incorporate and build upon participant, family, community, and cultural assets.
- Partners for Equity efforts- Workforce Solutions contracts with three culturally specific community-based organizations to deliver comprehensive, strength-based, and culturally specific family stability services to African American, American Indian, and Latino/Hispanic families receiving MFIP.
- Significant co-investments of American Rescue Plan Act (ARPA) funds with the city of Saint Paul to provide young adults with the required skills, certifications, and credentials to enter or continue a pathway to a gateway occupation.
- Investing funds to increase community engagement efforts and to support employers to become more inclusive workplaces.

Community Participation Level and Impact

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

- Host focus group conversations with families.
- Strengthen current partnerships and building new ones with community organizations.
- Utilize the evaluation of ARPA funded programs.
- Assess what is learned through the WFS inclusive employer efforts.
- Evaluate community-based projects and get feedback from individuals.
- Share program information with the Workforce Innovation Board of Ramsey County.

Inform Consult Involve Collaborate Empower

Fiscal Impact

On October 17, 2023, the Ramsey County Board of Commissioners approved the Minnesota Family Investment Program Biennial Service Agreement for 2024-2025 (Resolution B2023-181). Ramsey County is estimated to receive a Consolidated Funds allocation of \$18,554,034 for 2024 and 2025 annually. This grant award is included in the proposed 2024-2025 biennial budget. The potential exists for additional funding to be received. Total funds will be subject to change based on allocation of funding from the Minnesota Department of Human Services annually.

Last Previous Action

On November 5, 2019, the Ramsey County Board of Commissioners approved the selected providers and agreements to provide Minnesota Family Investment Program services for the period of January 1, 2020 through December 31, 2022, with the option to renew for up to one additional two-year period (Resolution B2019-259).

On November 5, 2019, The Ramsey County Board of Commissioners approved the Sole Source agreement with Comunidades Latinas Unidas En Servicio to provide culturally specific family stability services to

Minnesota Family Investment Program (Resolution B2019-260).

Attachments

None.