



Board of Commissioners

Agenda

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

November 24, 2020 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

1. **Agenda of November 24, 2020 is Presented for Approval.** [2020-467](#)

Sponsors: County Manager's Office

Approve the agenda of November 24, 2020.

2. **Minutes from November 17, 2020 are Presented for Approval** [2020-476](#)

Sponsors: County Manager's Office

Approve the November 17, 2020 Minutes.

PUBLIC HEARING

3. **Public Hearing for Unmanned Aerial Vehicles (Item will likely be tabled to a future date)** [2020-515](#)

Sponsors: Sheriff's Office

Hold a Public Hearing to afford the public an opportunity to comment on the purchase and use of unmanned aerial vehicles.

INFORMATION

4. **COVID Information** [2020-543](#)

Sponsors: County Manager's Office

ADMINISTRATIVE ITEMS

5. **Agreement for 633-EASY Hotline Answering Services** [2020-519](#)

Sponsors: Public Health

1. Approve the selection of and the agreement with OZ Group, Inc., dba Customer Contact Services, 7525 Mitchell Road, Suite 315, Eden Prairie, Minnesota, 55344, for 633-EASY Hotline Answering Services for the period of January 1, 2021 through December 31, 2025, in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.

3. Authorize the County Manager to execute change orders and amendments to the agreement in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.

6. Certification of Property Assessed Clean Energy (PACE) Charges for Energy Improvements

[2020-516](#)

Sponsors: Community & Economic Development

1. Request the County Auditor to extend the proposed special assessment plus interest on the following properties:

Owner: Belle Enterprises, LLC
Property Address: 3434 Lexington Avenue N Shoreview
PIN: 353023230043
Project Type: Solar array, HVAC upgrades
Assessment Request: \$193,000.00
Interest Rate: 5 %
Finance Period: 10 years

Owner: 1000 University Ave Properties, LP
Property Address: 1000 University Avenue Saint Paul
PIN: 352923320165
Project Type: Solar array
Assessment Request: \$260,000.00
Interest Rate: 5 %
Finance Period: 10 years

Owner: Port Arthur Development, LLC
Property Address: 24 East 4th Street Saint Paul
PIN: 062822120068
Project Type: LED lighting and automation controls
Assessment Request: \$361,000.00
Interest Rate: 4.25 %
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 2021, and shall bear interest at the rates per annum and interest start dates 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 these assessments on the property tax lists of the County.

7. Alignment of Wilder Square Apartments Project with Conduit Bond for Affordable Housing Policy

[2020-527](#)

Sponsors: Community & Economic Development

Affirm alignment of the Wilder Square Apartments Project with the Conduit Bond Financing Program for Affordable Housing Policy by the Housing and Redevelopment Authority.

8. **September 2020 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments** [2020-517](#)

Sponsors: Finance

Accept the monthly report of contracts, grant and revenue agreements, emergency purchases, sole source and single source purchases and final payments for the month of September 2020.

POLICY ITEMS

9. **Update on the New Continuum of Care** [2020-524](#)

Sponsors: Economic Growth and Community Investment

None. For information and discussion only.

10. **Policy Item: Lake Owasso Residence Application for Day Training and Habilitation Services License** [2020-520](#)

Sponsors: Social Services

None. For information and discussion only.

COUNTY CONNECTIONS

BOARD CHAIR UPDATE

OUTSIDE BOARD AND COMMITTEE REPORTS

ADJOURNMENT

Following County Board Meeting:

Housing and Redevelopment Authority Meeting

Council Chambers – Courthouse Room 300

10:30 a.m. estimated - County Board Workshop - Ramsey County and the 2020 Census: Final Update - virtual meeting (public access to view this virtual workshop live is available in the County Manager's Office - 250 Courthouse, 5 W. Kellogg Blvd. W, St. Paul)

1:30 p.m. - County Board Workshop - Immigration Legal Defense and Wrap Around Services - virtual meeting (public access to view this virtual workshop live is available in the County Manager's Office - 250 Courthouse, 15 W. Kellogg Blvd. W, St. Paul)

Advance Notice:

December 1, 2020 County board meeting – Council Chambers

December 8, 2020 No county board meeting - AMC Annual Conference

December 15, 2020 County board meeting – Council Chambers

December 22, 2020 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: 2020-467

Meeting Date: 11/24/2020

Sponsor: County Manager's Office

Title

Agenda of November 24, 2020 is Presented for Approval.

Recommendation

Approve the agenda of November 24, 2020.



Board of Commissioners

Request for Board Action

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

Item Number: 2020-476

Meeting Date: 11/24/2020

Sponsor: County Manager's Office

Title

Minutes from November 17, 2020 are Presented for Approval

Recommendation

Approve the November 17, 2020 Minutes.

Attachments

1. November 17, 2020 Minutes

Board of Commissioners Minutes

November 17, 2020 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:01 a.m. with the following members present: Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt, and Chair Carter. Also present were Ryan O'Connor, County Manager, and Amy Schmidt, Assistant County Attorney.

Due to Chair Carter's technical issues, Vice-Chair McGuire took over the meeting.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

1. Agenda of November 17, 2020 is Presented for Approval. [2020-466](#)

Sponsors: County Manager's Office

Motion by McDonough, seconded by McGuire. Motion passed.

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

2. Minutes from November 10, 2020 are Presented for Approval [2020-475](#)

Sponsors: County Manager's Office

Motion by Reinhardt, seconded by Frethem. Motion passed.

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

ORDINANCE PROCEDURES

3. 2021 Solid Waste Facility Bond Ordinance - Waive Second Reading [2020-446](#)

Sponsors: Finance

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: [B2020-226](#)

4. 2021 Solid Waste Facility Bond Ordinance - Hold Public Hearing [2020-447](#)

Sponsors: Finance

Vice-Chair McGuire opened the public hearing at 9:06 a.m. The County Manager called three times for public comment. Hearing none, the public hearing was closed at 9:07 a.m.

5. 2021 Capital Improvement Program Bond Ordinance - Waive Second Reading [2020-505](#)

Sponsors: Finance

Motion by Ortega, seconded by MatasCastillo. Motion passed.

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

Resolution: B2020-227

6. 2021 Capital Improvement Program Bond Ordinance - Hold Public Hearing [2020-506](#)

Sponsors: Finance

Vice-Chair McGuire opened the public hearing at 9:08 a.m. The County Manager called for public comment three times. Hearing none, the public hearing was closed at 9:09 a.m.

COVID UPDATE

Presented by County Manager Ryan O'Connor and Kathy Hedin, Deputy County Manager - Health and Wellness Service Team. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

7. Agreement with Evolve Adoption and Family Services for Social and Medical History Writing Services [2020-507](#)

Sponsors: Social Services

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-228

9. Appointments to the Workforce Innovation Board [2020-492](#)

Sponsors: Workforce Solutions

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-229

8. Agreement with Goodwill-Easter Seals for Minnesota Family Investment Program - Families Achieving Success Today Program [2020-403](#)

Sponsors: Workforce Solutions

Motion by Carter, seconded by McDonough. Motion passed.

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

Resolution: B2020-230

10. COVID-19 Authorization for Procurement Contracts and Amendments funded through the Coronavirus Aid, Relief, and Economic Security (CARES) Act [2020-542](#)

Sponsors: Finance

Motion by Carter, seconded by Reinhardt. Motion passed.

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

Resolution: B2020-231

11. General Obligation Capital Improvement Plan Refunding Bonds, Series 2020A & Series 2020B - Award Sale [2020-445](#)

Sponsors: Finance

Motion by Reinhardt, seconded by Carter. Motion passed.

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

Resolution: B2020-232

POLICY ITEM

12. Conduit Bonds/Conduit Financing Policy for Affordable Housing Projects [2020-521](#)

Sponsors: Community & Economic Development

Motion by McDonough, seconded by MatasCastillo. Motion passed.

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

Resolution: B2020-233

COUNTY CONNECTIONS

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

BOARD CHAIR UPDATE

Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

ADJOURNMENT

Vice-Chair McGuire declared the meeting adjourned at 10:54 a.m.

Board of Commissioners

Request for Board Action

Item Number: 2020-515

Meeting Date: 11/24/2020

Sponsor: Sheriff's Office

Title

Public Hearing for Unmanned Aerial Vehicles *(Item will likely be tabled to a future date)*

Recommendation

Hold a Public Hearing to afford the public an opportunity to comment on the purchase and use of unmanned aerial vehicles.

Background

In 2016, the Ramsey County Sheriff's Office began researching the feasibility of establishing an unmanned aerial vehicle (UAV) program to support community and public safety goals. At the time, both federal and state laws and regulations were not reflective of current technical advancements.

Over the years since 2016, laws and rules were modernized and implementation became more practical. From 2017 to 2020, legislation went into effect that provided clearer guidance on the use of UAVs by local law enforcement agencies. Specifically, these legislative changes included the following requirements:

- Accepting public comments at a regularly scheduled meeting (Minn. Stat. § 626.19, subds. 9, 10).
- Accepting public comments via U.S. mail and electronically (Minn. Stat. § 626.19, subd. 9).
- Prohibiting facial recognition, other biometric-matching technology, and use at public protests or demonstrations unless authorized by a warrant (Minn. Stat. § 626.19, subd. 4(b)).
- Requiring a warrant be obtained for criminal and investigative purposes (Minn. Stat. § 626.19, subd. 2).
- Banning equipping or adding weapons to UAVs (Minn. Stat. § 626.19, subd. 4(c)).
- Mandating compliance with all Federal Aviation Administration (FAA) requirements and guidelines (Minn. Stat. § 626.19, subd. 4).
- Providing guidance on data classification (public information) and retention (Minn. Stat. § 626.19, subd. 4(a)).
- Requiring written policies and procedures (Minn. Stat. § 626.19, subd. 10).
- Establishing annual reporting requirements to the state (Minn. Stat. § 626.19, subd. 12).

This legislation also authorizes use of UAVs in specific circumstances, including but not limited to:

- During or in the aftermath of an emergency situation that involves the risk of death or bodily harm to a person;
- Preventing the loss of life and property in natural or man-made disasters and facilitating operational planning, rescue, and recovery operations in the aftermath of these disasters;
- Conducting a threat assessment in anticipation of a specific event;
- Collecting information for crash reconstruction purposes after a serious or deadly collision occurring on a public road (Minn. Stat. § 626.19 subd. 3).

It is estimated that over 347 law enforcement agencies in 43 states have UAV programs. UAV programs are

present in the Sheriff's Offices of Hennepin County, Dakota County, Anoka County, Saint Louis, and Wright County, and well as several local police departments, including in the cities of Edina, Eden Prairie, Rochester, and Stillwater.

Potential uses in Ramsey County, to support community and public safety goals, include:

- Assisting in the search for missing children and adults, including those with special needs and tendencies to wander.
- Providing support during water or public area searches, rescues, and recoveries.
- Locating missing or stolen property.
- Supporting crime prevention goals.
- Helping to prevent the loss of life and property in natural or man-made disasters.

As required by state statute, the County Board must provide an opportunity for public comment at a regularly scheduled meeting (Minn. Stat. § 626.19, subds. 9, 10). Public comments were sought relating to the purchase and use of UAVs, as well as the proposed policy governing the use of UAVs. The Sheriff's Office website has a public comment section and continues to accept public comments. The Sheriff's Office also accepted public comments via U.S. mail, electronically, and on social media.

A draft copy of the policy related to UAVs has been presented for public comment on the Sheriff's Office website (www.RamseyCountySheriff.us). The draft policy was developed based upon a model policy by Lexipol and in consultation with the Office of the Ramsey County Attorney. In addition, policies of other law enforcement agencies and information provided by the League of Minnesota Cities was utilized. For reference, the Sheriff's Office is following the same process for public input as was done with the implementation, purchase, and policy related to body-worn cameras that occurred in 2019.

This action also aligns with recommendations from President Obama's Task Force on 21st Century Policing. The Task Force noted that (1) implementing new technologies can provide opportunities to engage and educate communities in a dialogue about expectations for transparency, accountability, and privacy; (2) public engagement and collaboration should take place when developing a policy for the use of a new technology; and, (3) model policies and best practices should be adopted for technology-based community engagement that increases community trust and access.

The notice for this public hearing was published in the Ramsey County Review on November 4, 2020.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☐ Opportunity

☒ Accountability

Racial Equity Impact

The draft policy recognizes constitutional, privacy, and legal rights. The use of new technology continues to improve public safety, reinforce transparency, and promote accountability. As the Sheriff's Office continues to look at its service delivery through a racial equity lens, the use of UAVs will be closely monitored and reported to the state.

Community Participation Level and Impact

The information about this action is available to the public through County Board documentation that is published on the County's website:

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

In addition, the Sheriff's Office also accepted public comment via U.S. Mail, email, online, and social media.

To date, no public comments have been received related to the purchase and use of UAVs, as well as the proposed policy.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

In 2021, the Sheriff's Office plans to purchase two UAVs at an estimated cost of \$6,000. Proposed financing will include grant funds and/or the operating budget. As required by state law, an annual report will be submitted to the Minnesota Department of Public Safety with the annual cost of the program.

County Manager Comments

County Board approval is required to set and hold public hearings.

Last Previous Action

On October 27, 2020, the County Board set the public hearing date of November 24, 2020, to afford the public an opportunity to comment on the purchase and use of unmanned aerial vehicles (Resolution B2020-217).

Attachments

1. Draft Policy
2. Affidavit of Publication

Unmanned Aerial Vehicle (UAV) Operations

604.1 PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial vehicles (UAV) and for the storage, retrieval, and dissemination of images and data captured by the UAV (Minn. Stat. § 626.19).

604.1.1 DEFINITIONS

Definitions related to this policy include:

Unmanned Aerial Vehicle (UAV) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled without the possibility of direct human intervention from within or on the aircraft and all of the supporting or attached systems designed for gathering information through imaging, recording, or any other means (Minn. Stat. § 626.19).

604.2 POLICY

Unmanned aerial vehicles may be utilized to enhance the office's mission of protecting lives and property. Any use of a UAV will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

Office UAVs may be flown under two FAA regulatory authorizations:

1. Per the conditions of a Certificate of Authorization (COA); or
2. Under Title 14 of the Code of Federal Regulations, Part 107 - commercial regulations.

604.3 PRIVACY

The use of the UAV potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAV operations.

604.4 USE OF UAV

The Sheriff will appoint a program coordinator who will be responsible for the management of the UAV program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices.

Members shall not use a UAV without a search warrant, except (Minn. Stat. § 626.19):

- (a) During or in the aftermath of an emergency situation or disaster that involves the risk of death or bodily harm to a person, including but not limited to:

Ramsey County Sheriff's Office

Ramsey County SO Policy Manual

Unmanned Aerial Vehicle (UAV) Operations

1. Assisting in the search for missing children and adults, including those with special needs or tendencies to wander.
 2. Providing support during water or public area searches, rescues, and recoveries.
 3. Protecting staff from unnecessary exposure to danger and minimizing the risk of injury to bystanders, staff, and suspects,
 4. Enhancing the likelihood of bringing peaceful resolutions to potentially deadly incidents.
 5. Conducting critical infrastructure and damage assessments during disaster response.
 6. Pursuit of a suspect that poses a risk of bodily harm to a community member.
- (b) Over a public event where there is a heightened risk to the safety of participants or bystanders.
 - (c) To counter the risk of a terrorist attack by a specific individual or organization if the agency determines that credible intelligence indicates a risk.
 - (d) To prevent the loss of life or property in natural or man-made disasters and to facilitate operation planning, rescue, and recovery operations.
 - (e) To conduct a threat assessment in anticipation of a specific event.
 - (f) To collect information from a public area if there is reasonable suspicion of criminal activity.
 - (g) To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.
 - (h) Over a public area for deputy training or public relations purposes.
 - (i) For purposes unrelated to law enforcement at the request of a government entity, provided the request is in writing and specifies the reason for the request and a proposed period of use.

If a UAV is requested by another law enforcement agency, use must be consistent with state and federal law as well as this policy.

604.4.1 DOCUMENTATION REQUIRED

Each use of a UAV should be properly documented by providing the following (Minn. Stat. § 626.19):

- (a) A unique case number.
- (b) A factual basis for the use of a UAV.
- (c) The applicable exception, unless a warrant was obtained.

Written policy shall be posted on the Sheriff Office's website.

604.5 PROHIBITED USE

A UAV shall not be used:

Unmanned Aerial Vehicle (UAV) Operations

- As a weapon or weaponized (Minn. Stat. § 626.19).
- With facial recognition or biometric-matching technology unless authorized by a warrant (Minn. Stat. § 626.19).
- To collect data on public protests or demonstrations unless authorized by a warrant or for purposes of a permitted use outlined in this policy (Minn. Stat. § 626.19).

604.6 DATA CLASSIFICATION AND RETENTION OF UAV DATA

Data collected by a UAV are private data on individuals or non-public data, subject to the following:

1. If the individual requests a copy of the recording, data on other individuals who do not consent to its release must be redacted from the copy.
2. UAV data may be disclosed as necessary in an emergency situation during or in an aftermath of an emergency situation that involves the risk of death or bodily harm to a person.
3. UAV data may be disclosed to the government entity making a written request specifying the reason for request and proposed period of use for UAV for purposes unrelated to law enforcement.
4. UAV data that are criminal investigative data are governed by Minn. Stat. § 13.82.
5. UAV data that are not public data under other provisions of Minnesota Government Data Practices Act.
 1. Section 13.04, subdivision 2, does not apply to data collected by a UAV.
 2. Notwithstanding Minn. Stat. § 138.17, a law enforcement agency must delete data collected by a UAV as soon as possible, and in no event later than seven days after collection unless the data is part of an active criminal investigation (Minn. Stat. § 626.19)

604.7 REPORTING

The Sheriff or designee will prepare and submit the required annual report to the Commissioner of Public Safety by January 15th of each year with the following information:

1. The number of times a UAV was deployed without a search warrant.
 - (a) The date of each deployment
 - (b) The authorized use for each deployment
2. The total cost of the agency's UAV program.

**RAMSEY COUNTY, MINNESOTA
OFFICE OF THE COUNTY MANAGER
ST. PAUL, MINNESOTA
BOARD OF COMMISSIONERS
PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a public hearing at 9:00 a.m., or as soon thereafter as possible, on November 24, 2020, in the Council Chambers, third floor of the Courthouse, 15 West Kellogg Boulevard, Saint Paul, Minnesota 55102.

This public hearing will be conducted to provide opportunity for public comment related to the purchase, use, and proposed policy governing the use of unmanned aerial vehicles (UAVs). This public hearing is required by Minn. Stat. § 626.19, subds. 9, 10.

Public comment may continue to be provided via:

U.S. Mail: Ramsey County Sheriff's Office
Attention: UAV Comments
425 Grove Street
Saint Paul, Minnesota 55101
Website: www.RamseyCountySheriff.us
Email: SheriffComments@co.ramsey.mn.us
Facebook: www.facebook.com/RamseyCountySheriff
Twitter: www.twitter.com/RamseySheriff

To view the proposed policy, please visit www.RamseyCountySheriff.us.

For more information related to unmanned aerial vehicles, please contact the Sheriff's Office at 651-266-9333.

Persons who intend to testify are requested to contact the Chief Clerk – County Board prior to November 24, 2020 at 651-266-8014, or ChiefClerk@co.ramsey.mn.us.

Published one time in the Vadnais Heights Press on November 4, 2020.

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

1. I am the publisher of the VADNAIS HEIGHTS PRESS, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant of Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached was published in the newspaper are as follows:

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows:

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Ramsey County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Subscribed and sworn to before me on this 4th day of November, 2020.

Myrna L. Press
Notary Public



Board of Commissioners

Request for Board Action

Item Number: 2020-543

Meeting Date: 11/24/2020

Sponsor: County Manager's Office

Title
COVID Information

Information

Daily COVID-19 situation update dashboard

<https://www.ramseycounty.us/coviddashboard>

This COVID-19 dashboard provides information on cases, rates of infection, testing, demographics and other information about COVID-19 in Ramsey County. The dashboard uses data from the Minnesota Department of Health which is reviewed by Saint Paul - Ramsey County Public Health and posted daily.

Weekly COVID-19 email updates

<https://www.ramseycounty.us/covid-19-info/how-help-stay-informed/weekly-covid-19-updates>

Each week, Ramsey County sends an e-newsletter with information on service delivery changes, health updates, upcoming virtual events and community resources.

Coronavirus Disease 2019 (COVID-19) Information

<https://www.ramseycounty.us/Coronavirus>

Regular updates and resources related to COVID-19 including changes to county services; health information and translated materials; community and business resources; employment assistance; racial equity and community engagement; and opportunities to help and stay informed.

Investment & Support Efforts (CARES Funding)

<https://www.ramseycounty.us/RISE>

Ramsey County Investment & Support Efforts (RISE). Information about how Ramsey County is using federal funds received through the CARES Act to support the community and information on programs to help individuals and families, job seekers and small businesses.

COVID-19 Community Conversations with Dr. Lynne Ogawa

<https://www.ramseycounty.us/COVIDConversations>

The COVID-19 Racial Equity and Community Engagement Response Team is holding a series of virtual community conversations with Dr. Lynne Ogawa, Medical Director for Saint Paul - Ramsey County Public Health, to share health information and answer resident questions. The next event will be on December 16.

Board of Commissioners

Request for Board Action

Item Number: 2020-519

Meeting Date: 11/24/2020

Sponsor: Public Health

Title

Agreement for 633-EASY Hotline Answering Services

Recommendation

1. Approve the selection of and the agreement with OZ Group, Inc., dba Customer Contact Services, 7525 Mitchell Road, Suite 315, Eden Prairie, Minnesota, 55344, for 633-EASY Hotline Answering Services for the period of January 1, 2021 through December 31, 2025, in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute change orders and 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

Ramsey County is responsible under State law to plan for and assure management of solid waste to meet state goals. The County's solid Waste Master Plan guides work in this area. Education and promotion are key components of the County's efforts to meet state recycling goals. The County uses several methods of providing information to its residents on solid waste and recycling-related issues, including the county web site, period mailings to residents, online ads, and social media including Facebook and Twitter, plus its Recycling and Disposal Hotline, (651) 633-EASY (3279), and companion on-line component, the A-Z Resident Guide for Recycling & Disposal Guide.

Public Health has provided its 633-EASY Hotline since 1987, and since 1990 has contracted with vendors to respond to inquiries on behalf of the County. The hotline provides residents with consistent and accurate information and education by responding to telephone inquiries about how to recycle, dispose, or otherwise manage discarded materials (solid waste) generated by households. It serves county residents who do not have access to a computer or the Internet, or who otherwise seek to contact a "live" person for information, including "Live Chat" inquiries. Over the period of 2016 through 2019, the average number of calls has been 21,400 per year. Approximately 1% of the total calls are in languages other than English, including Spanish, Hmong, and Somali.

On May 20, 2020, Ramsey County released a competitive solicitation for 633-EASY answering services. Below is a competitive solicitation summary.

RFP TITLE	Answering Services for 633-EASY
RFP RELEASE DATE	May 20, 2020
RFP RESPONSE DUE DATE	June 18, 2020
NUMBER OF CONTRACTORS NOTIFIED	43
RESPONDENTS	4

PROPOSAL EVALUATION COMMITTEE	Environmental Health Supervisors (2), Planning Specialist
RFP EVALUATION CRITERIA	Contractor Qualifications, Key Personnel Qualifications, Project Understanding and Approach, and Cost
CONTRACTOR RECOMMENDED	OZ Group, Inc., dba Customer Contact Services

The evaluation team evaluated the proposals based on the criteria identified in the solicitation and is recommending one contractor, OZ Group, Inc., to provide answering services for the 633-EASY Hotline for the term of January 1, 2021 through December 31, 2025.

County Goals (Check those advanced by Action)☒ Well-being☐ Prosperity☐ Opportunity☐ Accountability**Racial Equity Impact**

633-EASY is a recycling and disposal hotline that is available 24 hours a day, seven days a week. It is accessible to anyone who has access to a phone. The Contractor can provide services in multiple languages. The hotline number is included on all advertising and promotional items, mailers, and on social media in English and other languages.

Community Participation Level and Impact

The community is informed of this service via advertising, promotional items, mailers, and social media. To date, over 19,000 calls have been received at the 633-EASY Hotline in 2020.

☒ Inform☐ Consult☐ Involve☐ Collaborate☐ Empower**Fiscal Impact**

The current cost for services ranges from \$5,575-\$9,600 per month, depending upon the volume of calls received. Funding for this service is included in the 2021 Public Health budget.

County Manager Comments

County Board approval is required for new professional or client services agreements resulting from the Request for Proposal process. For more information about doing business with Ramsey County, visit <https://www.ramseycounty.us/businesses/doing-business-ramsey-county>.

Last Previous Action

None

Attachments

1. Professional Services Agreement

Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Saint Paul – Ramsey County Public Health, 555 Cedar Street, Saint Paul, Minnesota, 55101 ("County") and OZ Group Inc., 7525 Mitchell Road Suite 315, Eden Prairie, Minnesota, 55344, doing business as (DBA) Customer Contact Services, registered as a S Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from January 01, 2021 through December 31, 2025 and may not be renewed.

2. Scope of Service

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

2.1.

The Contractor shall provide the following services:

1. Respond "live" to all calls, or Live Chats to 633-EASY ("Hotline"). Provide assistance to callers to guide them in making appropriate decisions about recycling and other solid waste management.
 - a. Ensure that each telephone responder assigned to the Hotline will be trained by County staff prior to responding to any calls.
 - b. Ensure each telephone responder assigned to the Hotline has access to a computer and internet service.
 - c. Advice and referrals given shall be consistent with advice given by County staff and only be from approved content in hard copy and web documents provided by the County.
 - d. When necessary to ensure consistent and accurate information, telephone responders will check with appropriate County staff.
 - e. Provide "Live-Chat" web technology for www.RamseyRecycles.com and respond to inquiries within two (2) minutes.
 - f. Ensure that all calls shall be answered to identify the Hotline as the "Ramsey County Recycling and Disposal Hotline."
 - g. Provide staff and/or interpreter services for "live" responses in multiple languages, including but not limited to Hmong, Somali, and Spanish, and ensure calls can be answered for the hearing impaired.
 - h. Record and maintain transcripts for all calls and Live Chats.
2. Be engaged as a partner with County staff, seeking ongoing improvements with the goal of ensuring high quality customer service and accurate and consistent information to users of 633-EASY.
 - a. In consultation with County staff, provide Contractor's responders with ready access to information regarding common inquiries from residents calling 633-EASY, or using Live Chat, through the County Recycling Guide and online A to Z Recycling & Disposal Guide.
 - b. The Contractor is expected to work closely with County staff to help keep information up to date and to jointly address problems and issues that arise and make any necessary changes.

- c. The Contractor will designate a Contractor 633-EASY Representative for this project, who will work with the County 633-EASY Representative. Both will meet in person for an initial project kick-off meeting.
- d. The Contractor management will meet regularly with County staff, in person or by teleconference, including monthly meetings during approximately the first six months of the agreement and quarterly meetings thereafter.
- e. The Contractor will work with County staff to refine the scope of training that County staff provides for Contractor staff.
- f. The Contractor is encouraged to offer suggestions for improvements as necessary; for example, the Contractor will inform County staff when it receives an inquiry about an item for which information is not available in the County web A to Z Recycling & Disposal Guide or other information provided by County staff.
- g. Provide competent, courteous, and well-trained staff.
- h. Provide monthly reporting information.
- i. County staff will monitor Contractor performance, which could include observing telephone responders at Contractor's call center.

2.2.

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

2.3.

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

3. Schedule

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

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:
Payment will be made in accordance with **Attachment A – Fee Schedule**, attached hereto and incorporated by reference.

5. Special Conditions

5.1.

Ownership of Work Product

- The Contractor agrees that all right, title, and interest in all material that Contractor shall conceive or originate, either individually or jointly with others, and which arises out of the performance of this Agreement, are the property of the County and are by this Agreement assigned to the County along with ownership of any and all copyrights in the material.
- Where applicable, works of authorship created by Contractor for the County in performance of this Agreement shall be considered "works made for hire" as defined in the U.S. Copyright Act. Contractor shall, upon the request of the County, execute all

papers and perform all other acts necessary to assist the County to obtain and register copyrights on such material.

- The Contractor warrants that any materials or products provided or produced by it in the performance of this Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. Contractor will defend, indemnify, and hold the County harmless from any such third party claims.

6. County Roles and Responsibilities

The County shall provide training and information about communities in and around Ramsey County, including tours. Training will include information to guide callers who may be using a car or public transportation to specific locations for recycling and disposal (such as yard waste and household hazardous waste materials collection sites). If additional information is needed, county will respond to Contractor requests within 24 hours, Monday through Friday.

7. General Contract/Agreement Terms and Conditions

7.1. Payment

7.1.1.

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

7.1.2.

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

7.2. Application for Payments

7.2.1.

The Contractor shall submit an invoice monthly.

Invoices shall include contract number PH001084 and can be emailed to PH.Invoice@ramseycounty.us or mailed to the following address:

Saint Paul – Ramsey County Public Health
Attn: Accounts Payable
555 Cedar Street
Saint Paul, Minnesota 55101

7.2.2.

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

7.2.3.

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

7.2.4.

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

7.2.5.

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

7.2.6.

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

7.3. Independent Contractor

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

7.4. Successors, Subcontracting and Assignment

7.4.1.

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

7.4.2.

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

7.5. Compliance With Legal Requirements

7.5.1.

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

7.5.2.

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

7.6. Data Practices

7.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other

applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

7.6.2.

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

7.6.3.

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

7.7. Security

7.7.1.

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

7.7.2.

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

7.7.3.

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

7.7.4.

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

7.7.5.

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

7.8. Indemnification

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

7.9. Contractor's Insurance

7.9.1.

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

7.9.2.

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

7.9.3.

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

7.9.3.1.

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

7.9.3.2.

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

7.9.4.

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

7.9.4.1.

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

7.9.4.2.

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

7.9.5.

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

7.9.6.

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

7.9.7.

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

7.9.8.

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

7.9.9.

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

7.9.10.

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

7.9.11.

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

7.9.12.

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

7.9.13.

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

7.9.14.

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

7.10. Audit

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

7.11. Notices

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

County:

Jean Yeager, Contract Manager, Saint Paul - Ramsey County Public Health, 555 Cedar Street, Saint Paul, Minnesota, 55101

Contractor:

Mandy Shultz, Customer Contact Services, 7525 Mitchell Road Suite 315, Eden Prairie, Minnesota, 55344

7.12. Non-Conforming Services

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

7.13. Setoff

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

7.14. Conflict of Interest

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

7.15. Respectful Workplace and Violence Prevention

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

7.16. Force Majeure

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

7.17. Unavailability of Funding - Termination

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

7.18. Termination

7.18.1.

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

7.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

7.18.3.

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

7.19. Interpretation of Agreement; Venue

7.19.1.

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

7.19.2.

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

7.20. Warranty

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

7.21. Infringement

7.21.1.

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

7.21.2.

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

7.22. Debarment and Suspension

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

7.23. Diverse Workforce Inclusion

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

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

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

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

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

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

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

7.24. Alteration

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

7.25. Entire Agreement

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

BASE SERVICE FEES

(We bill per minute for agent time spent working on your behalf.)

Monthly Fee \$ 2963.00 for 3750 minutes
Overages..... \$ 0.79 per minute

Effective 2024, a 5% cost of living increase will be implemented to the per minute pricing only.

OTHER SERVICE FEES

Local Number Assignment (DID) \$ 5.00 per billing cycle

Personalized Recorded Up Front Greeting or Auto Answer Greeting (optional) \$ Included

Email Message Delivery..... \$ Included

Bilingual Translation Services..... \$ 2.25 per minute*

**All Spanish Bilingual Services handled by CCS staff are billed in the per minute base package. For any other language or translation services handled outside of CCS staff, translation services are billed at an additional \$2.25 per minute.*

Patching / Call Transferring \$ Billed in package above

Customize Reporting Portal..... \$ 50.00 per month per user
Online access to call recordings, billable call detail, and statistics.

Chat Software Fee \$ 80.00 per billing cycle
(Agent time working on chat is billed in agent time packages.)

NON-RECURRING SET UP AND TRAINING FEES

Live Call Account Set Up Fee – Programming Time \$ **NONE***

**If no changes are made to the current account, there will be no set up fees involved in the live call account. However, should changes be made, programming and set up fees are billable at \$75.00 per hour. During the set-up process, should the scope of work change and additional set up be required, each additional hour is billed at \$75.00 per hour in 15-minute increments. The total hours will be based on your SOW (Statement of Work).*

Initial Training \$ **NONE***

Training hours are billable at \$35.00 per hour/per agent. Ongoing training and development are also billable at \$35.00 per hour. The number of hours will be based on the SOW (Statement of Work).

Chat Set Up Fee \$ **NONE***

This includes setting up the chat feature as well as inputting the knowledge base.

Ongoing training after initial implementation..... \$ 35.00 per hour

Ongoing programming (additions/changes/deletions/database uploads) \$ 35.00 per hour

Board of Commissioners

Request for Board Action

Item Number: 2020-516

Meeting Date: 11/24/2020

Sponsor: Community & Economic Development

Title

Certification of Property Assessed Clean Energy (PACE) Charges for Energy Improvements

Recommendation

1. Request the County Auditor to extend the proposed special assessment plus interest on the following properties:

Owner: Belle Enterprises, LLC
Property Address: 3434 Lexington Avenue N Shoreview
PIN: 353023230043
Project Type: Solar array, HVAC upgrades
Assessment Request: \$193,000.00
Interest Rate: 5 %
Finance Period: 10 years

Owner: 1000 University Ave Properties, LP
Property Address: 1000 University Avenue Saint Paul
PIN: 352923320165
Project Type: Solar array
Assessment Request: \$260,000.00
Interest Rate: 5 %
Finance Period: 10 years

Owner: Port Arthur Development, LLC
Property Address: 24 East 4th Street Saint Paul
PIN: 062822120068
Project Type: LED lighting and automation controls
Assessment Request: \$361,000.00
Interest Rate: 4.25 %
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 2021, and shall bear interest at the rates per annum and interest start dates 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 these

assessments on the property tax lists of the County.

Background

On November 24, 2015, the Ramsey County Board of Commissioners approved an agreement with the Port Authority of Saint Paul (Saint Paul Port Authority or SPPA) for the administration and implementation of Property Assessed Clean Energy Program of Minnesota (PACE OF MN) on behalf of County for energy improvements to eligible properties and providing for the imposition of special assessments as needed in connection with the program (Resolution B2015-355).

The following businesses have submitted applications to SPPA:

Owner: Belle Enterprises, LLC

Property Address: 3434 Lexington Avenue N, Shoreview

PIN: 353023230043

Project Type: Solar array, HVAC upgrades

Assessment Request: \$193,000.00

Interest Rate: 5 %

Finance Period: 10 years

Owner: 1000 University Ave Properties, LP

Property Address: 1000 University Avenue, Saint Paul

PIN: 352923320165

Project Type: Solar array

Assessment Request: \$260,000.00

Interest Rate: 5 %

Finance Period: 10 years

Owner: Port Arthur Development, LLC

Property Address: 24 East 4th Street, Saint Paul

PIN: 062822120068

Project Type: LED lighting and automation controls

Assessment Request: \$361,000.00

Interest Rate: 4.25 %

Finance Period: 10 years

SPPA has reviewed the applications and determined the interested property owner meets all eligibility requirements. SPPA, on behalf of the property owner, requests the County apply a special assessment and collect repayment on property tax bills on behalf of the SPPA.

The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property. An owner may at any time thereafter, pay to the county auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

PACE OF MN Process/Eligibility/Requirements

Commercial and industrial businesses, non-profits (including religious institutions), and owners of multi-family housing are eligible for PACE OF MN. Approved projects are eligible for 100% financing from SPPA and other non-county sources and the repayment schedule is structured to have an immediate positive cash flow. Interest rates vary depending on the length of the financing term and include SPPA processing charges.

Interested applicants for the PACE OF MN program connect with the SPPA. Applicants are required to be the legal owner of the property and all of the legal owners of the property must agree to participate. The interested

property owner must be current on any existing mortgage and the property owner must not have defaulted on the deeds of trust. Property must not be subject to any involuntary liens or judgments not be delinquent on property taxes and the property owner must not be in bankruptcy. SPPA performs a thorough credit analysis and applications are approved by the SPPA's Credit Committee prior to the SPPA submitting an assessment request to the County. Following review by SPPA, SPPA requests the County apply a special assessment and collect repayment on property tax bills on behalf of the SPPA. Loan payments for PACE OF MN projects cannot exceed the greater of 20% of the property's assessed value as determined by the county assessor or 20% of an appraised value that has been accepted or approved by the mortgage lender. The second clause allows PACE assessments to be applied to new construction where the value increase has not yet been realized from a property tax perspective. The assessment stays with the property in the event of a sale. The special assessment becomes a lien against the property at the point that it is extended to the tax rolls. If not timely paid, the special assessment would accrue penalties and interest as with other delinquent taxes and is subject to tax forfeiture. Unpaid assessments become a lien on the property like any other special assessment or unpaid property taxes.

County Goals (Check those advanced by Action)☒ Well-being☒ Prosperity☐ Opportunity☐ Accountability**Racial Equity Impact**

The racial equity impact of PACE assessments is unclear at this time. The Community and Economic Development department is exploring ways to understand the racial equity impact of this program. To date, the utilization of this program has varied from larger, well capitalized property owners and developers to religious institutions and non-profit organizations.

Community and Economic Development is currently completing an economic analysis and will be analyzing current and possible future business and redevelopment programming as part of the Economic Competitiveness and Inclusion Vision Plan. Ramsey County strives to ensure the program availability is fair and equitable. PACE special assessments are self-imposed by a property owner and can provide property owners with a way to finance energy efficiency improvements.

Community Participation Level and Impact

The Saint Paul Port Authority, PACE administrator for Ramsey County, engages businesses direct or through other economic development partners in increasing awareness of this program. The community is also informed of the availability of this program through the County's website at

<https://www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace>

☒ Inform☐ Consult☐ Involve☐ Collaborate☐ Empower**Fiscal Impact**

The processing of loan applications to participate in the PACE OF MN program is the responsibility of the SPPA, with loan repayments being the responsibility of the property owner. No additional budget or FTE are required for the Community and Economic Development and Property Tax, Records and Election Services departments to manage the program and assess participating properties.

County Manager Comments

Per Minnesota Statutes, Section 429.061, the County Board is required to adopt by resolution each assessment. A list of PACE OF MN special assessments is attached; the first was completed December 22, 2015. With these special assessments, property owners have invested over \$26 million in energy

improvements.

Last Previous Action

On November 24, 2015, the Ramsey County Board of Commissioners approved an agreement with the Port Authority of Saint Paul for the administration and implementation of PACE OF MN on behalf of County for energy improvements to eligible properties and providing for the imposition of special assessments as needed in connection with the program (Resolution B2015-355).

Attachments

1. Request Letter from Saint Paul Port Authority
2. PACE OF MN Project and Assessment Tracking Sheet

October 19, 2020

Rick Howden
Ramsey County
15 W Kellogg Boulevard, Suite 250
Saint Paul, MN 55102

Dear Rick:

The Saint Paul Port Authority is requesting the Ramsey County board place Property Assessed Clean Energy (PACE) special assessments on the following parcels as requested by the property owners:

<u>Property Owner</u>	<u>Parcel Number</u>	<u>Assessment Amount</u>	<u>Interest Accrual Date</u>	<u>Interest Rate</u>
Belle Enterprises, LLC 1000 University Ave	353023230043	\$193,000.00	03/01/2020	5.00%
Properties, LP	352923320165	\$260,000.00	06/01/2020	5.00%
Port Arthur Development, LLC	062822120068	\$361,000.00	10/01/2020	4.25%

As the administrator of PACE for Ramsey County, the Port Authority has reviewed these assessments and it has determined that the projects conform with the Minnesota PACE statutes. Accrued interest at the rates shown above should be added to the assessment amounts on January 1, 2021. The total should be amortized evenly over the term of the assessment. The assessments will have a 10-year term. Any fees incurred should be added to the assessment amount.

Please confirm that the assessments have been placed and provide amortization schedules for our records.

Thank you for all of the assistance and effort the County has expended to make PACE available for energy efficiency and renewable energy projects in your county.

Sincerely,



Michael Linder
Loan Officer

MJL:djk





Property Assessed Clean Energy - PACE OF MN
Project/Assessment Tracking Sheet

\$ 16,021,908.00

PIN	Owner	Address	Assessment Date	Resolution #	Amount	Term	Interest Rate	Accural Date	Improvements	Commissioner District
14-29-22-44-0007	Carol M Acosta DBA Playschool Childcare, Inc.	1709 McKnight Road Maplewood, MN 55109	12/22/15	B2015-410	\$ 75,000.00	10 years	4.50%	1/1/2016	20KW Photovoltaic Solar System	7
29-29-22-14-0182	Richard J F Kramer & Rosemary A Kramer DBA RJFK Media Associates, Inc.	965 Arcade Street Saint Paul, MN 55106	12/22/15	B2015-410	\$ 30,000.00	10 years	4.50%	1/1/2016	12KW Photovoltaic Solar System	6
36-29-23-11-0003	Jade Holdings LLC	653 Rice St. Saint Paul, MN 55103	12/22/15	B2015-410	\$ 11,000.00	10 years	4.50%	1/1/2016	HVAC, lighting and controls	3
36-29-23-11-0008	DBA J&J Distributing				\$ 467,000.00					
36-29-23-11-0010					\$ 54,000.00					
36-29-23-11-0011					\$ 88,000.00					
06-28-22-11-0017	First Bank Building LLC	332 Minnesota Street, Saint Paul, MN 55101	5/24/16	B2016-144	\$ 5,000,000.00	20 years	5.52%	5/24/2016	HVAC; energy upgrades	5
13-29-22-44-0004	Tubman	2675 Larpenteur Ave. E., Saint Paul,MN 55109	5/24/16	B2016-144	\$ 46,000.00	10 years	4.00%	6/1/2016	40 kw solar installations; energy upgrades	7
			Modified B2017-098		\$ 30,000.00					
06-28-22-11-0005	375 Jackson Courtly LLC & 375 Jackson Willow, LLC	375 Jackson ST, STE 700W, Saint Paul,MN 55101	6/21/16	B2016-167	\$ 672,000.00	20 years	5.47%	6/21/2016	HVAC; energy upgrades	5
06-28-22-11-0007					\$ 728,000.00					
06-28-22-12-0119	US Bank Centre LLC	101 5th Street East, Saint Paul,MN 55101	6/21/16	B2016-167	\$ 3,820,000.00	20 years	5.47%	6/21/2016	HVAC; energy upgrades	5
29-29-22-13-0183	990 Payne Ave, LLC	990 Payne Avenue, Saint Paul, MN 55130	7/1/17	B2017-159	\$ 70,000.00	10 years	4.50%	7/1/2017	Energy efficiency	6
20-30-23-33-0030	United Church of Christ	1000 Long Lake Road, New Brighton, MN 55112	7/1/17	B2017-159	\$ 85,100.00	10 years	4.50%	7/1/2017	23.04 kw solar installation	2
18-30-23-34-0077	Atonement Lutheran Church	1980 Silver Lake Road NW, New Brighton, MN 55112	7/1/17	B2017-159	\$ 115,000.00	10 years	4.50%	7/1/2017	40 kw solar installation	2
27-29-23-13-0051	Atrium, LLC	1295 Bandana Boulevard, Saint Paul, MN 55108	11/7/17	B2017-278	\$ 120,000.00	10 years	4.50%	11/7/2018	Direct digital control system installation	3
31-29-22-14-0048	Positively 2nd St., LLC	628 Pine Street, Saint Paul, MN 55130	11/7/17	B2017-278	\$ 52,000.00	10 years	4.50%	11/7/2018	Building retrofitting	5
29-29-23-13-0058	Endicott, LLC	2325 Endicott Street, Saint Paul, MN 55114	11/7/17	B2017-278	\$ 390,000.00	10 years	4.50%	1/1/2018	152 kW rooftop solar installation	4
29-29-23-34-0027	Midway Commerical Building	2512 University Ave West Saint Paul, MN 55114	12/18/2018	B2018-351	\$ 74,000.00	10 years	4.50%	4/1/2018	Boiler	4
27-29-23-24-0250	Energy Park, LLC	1360 Energy Park Drive Saint Paul, MN 55114	12/18/2018	B2018-351	\$ 275,000.00	10 years	4.50%	4/1/2018	HVAC; energy upgrades	3
28-29-23-13-0008	MVP Real Estate, LLC	1771 Energy Park Drive Saint Paul, MN 55114	12/18/2018	B2018-351	\$ 145,928.00	10 years	4.50%	4/1/2018	40 kW rooftop solar installation	4
04-28-22-12-0037	Cerenity Marian of St. Paul, LLC	200 Earl Street Saint Paul, MN 55114	12/18/2018	B2018-351	\$ 1,385,000.00	10 years	4.50%	4/1/2018	HVAC, Boiler and Chiller	5
29.30.23.21.0121	Hossein A. Jalali	991 9th Ave NW New Brighton, MN 55112	12/18/2018	B2018-351	\$ 55,000.00	10 years	4.50%	4/1/2018	20-kw Solar Installation	2
09.29.23.43.0002	Rosewood Office Plaza, LLC	1711 County Road B West Roseville, MN 55113	12/18/2018	B2018-351	\$ 130,000.00	10 years	4.50%	4/1/2018	HVAC; energy upgrades	2
01.28.23.12.0287	YWCA of St. Paul	375 Selby Ave Saint Paul, MN 55102	12/18/2018	B2018-351	\$ 245,000.00	10 years	4.50%	9/1/2018	HVAC; energy upgrades	4
29.29.23.42.0086	Precision Coatings, Inc.	2309 Wycliff Street Saint Paul, MN 55114	12/18/2018	B2018-351	\$ 250,000.00	10 years	4.50%	4/1/2018	HVAC; energy upgrades	4
31.29.22.34.0203	Rebound Exchange, LLC	26 Exchange St East Saint Paul, MN 55101	12/18/2018	B2018-351	\$ 393,880.00	10 years	5.00%	1/1/2019	Energy efficiency	5
09.29.23.22.0015	Roseville Office Plaza, LLC	1970 Oakcrest Ave Roseville, MN 55113	12/18/2018	B2018-351	\$ 221,000.00	10 years	5.00%	1/1/2019	HVAC; energy upgrades	2



Property Assessed Clean Energy - PACE OF MN
Project/Assessment Tracking Sheet

\$ 16,021,908.00

PIN	Owner	Address	Assessment Date	Resolution #	Amount	Term	Interest Rate	Accural Date	Improvements	Commissioner District
27.29.22.23.0077	Prosperity Properties, LLC	958 Prosperity Ave Saint Paul, MN 55106	12/18/2018	B2018-351	\$ 233,000.00	10 years	5.00%	1/1/2019	93 kW Solar Array	6
09.29.22.14.0010	Koobmoo Funeral Chapel, Inc.	1259 Gervais Ave East Maplewood, MN 55109	12/18/2018	B2018-351	\$ 109,000.00	10 years	5.00%	1/1/2019	40-kW solar array	7
20.29.22.44.0168	Koobmoo Funeral Chapel, Inc.	1235 Arcade St Saint Paul, MN 55106	12/18/2018	B2018-351	\$ 84,000.00	10 years	5.00%	1/1/2019	30-kW solar array	6
05.28.22.42.0013	RBP Realty, LLC	276 Chester Street Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 39,204.55	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
05.28.22.43.0029	RBP Realty, LLC	296 Chester Street Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 36,922.07	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
05.28.22.43.0030	RBP Realty, LLC	314 Chester Street Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 17,922.08	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
05.28.22.43.0031	RBP Realty, LLC	334 Chester Street Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 114,253.25	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
05.28.22.43.0016	RBP Realty, LLC	264 Lafayette Frontage Road E Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 155,698.05	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
27.29.23.13.0040	Minnesota Cameroon Community	1020 Bandana Blvd. W, MN 55108	12/18/2018	B2018-351	\$ 250,000.00	10 years	5.00%	1/1/2019	Connection to Energy Park Utility Company's District Energy System	3
01.30.22.22.0019	PRC-WBMS, LLC	2310 Leibel St. White Bear Township, MN 55110	5/14/2019	B2019-117	\$ 87,000.00	10 years	6.00%	1/1/2020	Solar Installation	1
06.28.22.12.0060	St Paul Building LLC	359 Wabasha Street	10/1/2019	B2019-226	\$ 315,000.00	20 years	6.95%	1/1/2020	New cooling tower, building automation, and lighting upgrades	5
12-29-23-22-0006	Roseville Senior Living LLC	2600 Dale Street North, Roseville, MN 55113	11/5/2019	B2019-248	\$ 3,850,000.00	20 years	6.65%	1/1/2021	HE roof and wall insulation, Energy Star windows, HE magic paks, HE air units, Energy Star water heaters, LED lights, HE appliances, etc.	2
82822220064	CJK Holding LLC	429 Wabasha Street S, Saint Paul, MN 55107	12/17/2019	B2019-314	\$ 58,500.00	10	5.00%	6/1/2019	Solar array	5
62822430042	DPN Properties LLC	120 W Plato Blvd, Saint Paul, MN	12/17/2019	B2019-314	\$ 187,300.00	10		9/1/2019	LED lighting, boiler, wastewater heat exchange	5
163022440025 163022440026 163022440027	Dulayne Properties LLC	4760 White Bear Parkway, White Bear Lake, MN 4750 White Bear Parkway, White Bear Lake, MN 4740 White Bear Parkway, White Bear Lake, MN	12/17/2019	B2019-314	\$ 42,600.00 \$ 34,700.00 \$ 34,700.00	10	5.00%	7/1/2019	Solar array	7
202922120089	Akamai LLC	613 Hoyt Avenue, Saint Paul, MN	12/17/2019	B2019-314	\$ 60,000.00	10	5.00%	10/1/2019	Rooftop solar	6
122922140078	NSP Post 39 American Legion	2678 East 7 th Avenue, North St. Paul, MN	12/17/2019	B2019-314	\$ 80,000.00	10	5.00%	6/1/2019	HVAC improvements	7
282923110031 282923120006 282923120005	3PL Holdings, LLC	1700 Wynne Avenue, Saint Paul, MN	4/28/2020	B2020-090	\$2,435,777.00 22,220.00 79,280.00	10	4.15%	1/1/2021	Solar array	4
322923140005	Workshop Vandalia Owner, LLC	550 Vandalia, Saint Paul, MN	6/16/2020	B2020-125	\$4,540,643	20	5.75%	10/15/2021	Roof replacement and insulation, HVAC equipment, LED lighting, building envelope, window replacement and glazing, and building insulation	4
PROPOSED										
353023230043	Belle Enterprises, LLC	3434 Lexington Avenue N, Shoreview	11/24/2020		\$193,000.00	10	5.00%	3/1/2020	Solar array, HVAC upgrades	1



Property Assessed Clean Energy - PACE OF MN
Project/Assessment Tracking Sheet

				\$ 16,021,908.00						
PIN	Owner	Address	Assessment Date	Resolution #	Amount	Term	Interest Rate	Accural Date	Improvements	Commissioner District
352923320165	1000 University Ave Properties, LP	1000 University Avenue, Saint Paul	11/24/2020		\$260,000.00	10	5.00%	6/1/2020	Solar array	4
062822120068	Port Arthur Development, LLC	24 East 4th Street, Saint Paul	11/24/2020		\$361,000.00	10	4.25%	10/1/2020	LED lighting and automation controls	5
REMOVED										
27-29-23-13-0040	MINCAM – Minnesota Cameroon Community – C/O Dr. Robert Tamukong	1020 Bandana Blvd. W, MN 55108	5/24/16	B2016-144 Removal B2017-040	\$ 194,000.00	10 years	4.50%		Connection to Energy Park Utility Company's District Energy System	3
Pending										
31-29-22-44-0443	NEA Galtier, LLC	380 Jackson Street Saint Paul, MN 55101			\$ 2,007,922.00				HVAC; energy upgrades	1
31-29-22-44-0894										

Board of Commissioners

Request for Board Action

Item Number: 2020-527

Meeting Date: 11/24/2020

Sponsor: Community & Economic Development

Title

Alignment of Wilder Square Apartments Project with Conduit Bond for Affordable Housing Policy

Recommendation

Affirm alignment of the Wilder Square Apartments Project with the Conduit Bond Financing Program for Affordable Housing Policy by the Housing and Redevelopment Authority.

Background

The County Board approved the amended Conduit Bond Financing Program for Affordable Housing Policy on November 17, 2020.

CB Wilder Square GP LLC, a wholly owned affiliate entity of CommonBond Communities, a Minnesota nonprofit corporation has proposed that the Ramsey County Housing and Redevelopment Authority (HRA) issue its revenue bonds in the approximate aggregate principal amount of up to \$16,500,000.

The proceeds of the bonds are proposed to be loaned by the HRA to the CB Wilder Square GP LLC to be applied by the CB Wilder Square GP LLC to finance the acquisition, renovation, and equipping of an approximately 136-unit multifamily rental housing development and functionally related amenities known as Wilder Square Apartments Project. Wilder Square Apartments Project is located at 750 Milton Avenue North in Saint Paul, Minnesota.

Staff reviewed the project application for the Wilder Square Apartments Project and concluded that the project aligns with the approved Conduit Bond Financing Program for Affordable Housing Policy.

Preliminary approval is required before submitting the application to State of Minnesota Management and Budget. HRA must hold a public hearing and adopt a resolution granting approval of the project for allocation from the State of Minnesota Management and Budget to be completed. Preliminary approval of the Wilder Square Apartments Project is scheduled for action at the HRA on November 24, 2020.

Once the project has been notified that there is sufficient bonding capacity for the project to proceed, Ramsey County HRA will follow the procedures established in the conduit policy and procedure guide adopted in February 2004. During this time, the HRA will conduct due diligence and work with Bond Counsel to assure issuance requirements are met. Prior to issuance, the HRA Board will need to approve a final resolution of authorization. The closing on the sale of the bonds must occur within 180 days of award.

County Goals (Check those advanced by Action)

☐ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

There is an existing gap of or need for more units for households at or below 30% of the Adjusted Median

Income (AMI). Currently, households/individuals earning 30% AMI or less, outnumber the total number of units that are affordable to them by roughly 15,000 in Ramsey County based on the latest data available.

What we know: Households of black, indigenous, and people of color that are cost-burdened are overwhelmingly earning 50% AMI or lower. The majority of cost-burdened households are white, but black, indigenous, and people of color households are more likely to be cost-burdened (e.g. 48% of African American households outside Saint Paul are cost-burdened, but they account for only 4 percent of the cost-burdened households in Ramsey County.)

Additionally, the median white household in Ramsey County can afford roughly \$1,000 more in housing costs per month than the median African American household in Ramsey County. This income inequality translates into inequality in affordable housing options for all nonwhite households.

To increase production of housing and deepen affordability of housing units in Ramsey County, an additional resource for affordable housing, especially one with incentives for developers, lends itself as a tool to reduce inequalities in housing opportunities experienced by minority households.

The county has flexibility to set parameters on projects financed through conduit bonds to ensure the most critical needs are addressed with priority (e.g. 30% AMI units).

Community Participation Level and Impact

Ramsey County residents have consistently expressed concern about a lack of affordable housing in the County. The community is informed of this action through the County Board documentation, which is available on the County's website at

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

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

Acting as an issuer of Conduit Bonds bears no financial risk for the County. Administrative fees will be collected as part application submittals to offset internal review costs by Finance and Community and Economic Development staff.

County Manager Comments

Granting preliminary approval allows this affordable housing preservation project to submit an application for allocation of bonding authority to State of Minnesota Management and Budget office.

Last Previous Action

On November 17, 2020, the Ramsey County Board of Commissioners approved an amended policy and procedures summary supporting participation in a conduit bond financing program for affordable housing (Resolution B2020-233).

On October 26, 2020, the Ramsey County Housing and Redevelopment Authority received an update on conduit bond financing for affordable housing projects.

On February 3, 2004, the Ramsey County Housing and Redevelopment Authority approved a prior summary of policies and procedures for conduit bonds (Resolution H04-002).

Attachments

1.Commonbond Request Letter

2. Wilder Square Apartments - Preliminary Approval Resolution for HRA



October 26, 2020
Ramsey County
Attn: Kari Collins
15 West Kellogg Blvd.
Saint Paul, MN 55102

Dear Ms. Collins,

Thank you for your consideration of our request for volume cap bonds at Wilder Square. Originally developed by the Wilder Foundation, this development is a critical 136 unit affordable housing asset in St. Paul in need of significant renovation. The proposed rehabilitation to the property is comprehensive, including the replacement of original windows and mechanical systems, significant repair to the deteriorating façade, renovation of the first floor, and new kitchens and bathrooms for residents.

Wilder Square is home to many seniors, those with disabilities, singles and vulnerable adults. Our renovations will create 7 ADA-accessible units, a new computer lab and serve 7 High Priority Homeless households.

Our original bond application to the City of St. Paul is attached to this cover letter and provides additional details regarding the development and its financing. Our request is that the Ramsey County HRA apply for \$16,500,000 in tax exempt bonds from MMB in January 2021.

Please let us know of any questions on this proposal as you review, and thank you for your consideration.

Justin Eilers

Justin Eilers
Senior Project Manager
CommonBond Communities

**THE RAMSEY COUNTY HOUSING & REDEVELOPMENT AUTHORITY
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**RESOLUTION NO. ____ PROVIDING FOR A PUBLIC HEARING
REGARDING A MULTIFAMILY HOUSING DEVELOPMENT AND
GRANTING PRELIMINARY APPROVAL TO THE ISSUANCE OF CONDUIT
REVENUE BONDS TO FINANCE THE COSTS THEREOF (WILDER SQUARE
APARTMENTS PROJECT)**

Section 1. Recitals.

1.01. The Ramsey County Housing & Redevelopment Authority (the “HRA”) is a body corporate and politic and political subdivision duly organized and existing under the Constitution and laws of the State of Minnesota.

1.02. Pursuant to Minnesota Statutes, Chapter 462C, as amended (the “Act”), and the HRA has been authorized by the Board of Ramsey County, Minnesota (the “County”) to exercise, on behalf of the County the powers conferred by Minnesota Statutes, Section 462C.01 to 462C.081 to issue revenue bonds to provide funds to finance multifamily rental housing developments located within the HRA.

1.03. CB Wilder Square Limited Partnership, a Minnesota limited partnership (or another entity affiliated with CommonBond Communities, a Minnesota nonprofit corporation, the “Borrower”) has proposed that the HRA issue its revenue bonds or other obligations in the approximate aggregate principal amount of up to \$17,000,000, in one or more series, bearing taxable or tax exempt interest at fixed and/or variable rates, to be offered publicly and/or privately placed (the “Bonds”).

1.04. The proceeds of the Bonds are proposed to be loaned by the HRA to the Borrower to be applied by the Borrower to (i) finance the acquisition, renovation, and equipping of an approximately 136-unit multifamily rental housing development and functionally related amenities located at 750 Milton Avenue North in Saint Paul, Minnesota (the “Project”); (ii) fund one or more reserve funds to secure the timely payment of the Bonds, if necessary; (iii) pay interest on the Bonds during the renovation of the Project, if necessary; and (iv) pay the costs of issuing the Bonds.

1.05. As a condition to the issuance of the Bonds, the HRA must adopt a housing program providing the information required by Section 462C.03, subdivision 1a of the Act (the “Housing Program”). Under Section 462C.04, subdivision 2 of the Act, a public hearing must be held on the housing program after one publication of notice in a newspaper circulating generally in the HRA at least 15 days before the hearing.

1.06. Under Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), prior to the issuance of the Bonds, the Board of Commissioners must conduct a public hearing after one publication of notice in a newspaper circulating generally in the HRA at least 15 days before the hearing.

1.07. Under Section 146 of the Code, the Bonds must receive an allocation of the bonding authority of the State of Minnesota. An application for such an allocation must be made pursuant to the requirements of Minnesota Statutes, Chapter 474A, as amended (the “Allocation Act”). Prior to the submission of an application to the State of Minnesota Management and Budget for an allocation of bonding authority with respect to the Bonds to finance the Project, the HRA must grant preliminary approval to the issuance of the Bonds to finance the Project.

Section 2. Preliminary Findings. Based on representations made by the Borrower to the HRA to date, the Board of Commissioners hereby makes the following preliminary findings, determinations, and declarations:

(a) The Project consists of the acquisition, renovation, and equipping of a multifamily rental housing development designed and intended to be used for rental occupancy.

(b) The proceeds of the Bonds will be loaned to the Borrower and the proceeds of the loan will be applied to: (i) the acquisition, renovation, and equipping of the Project; (ii) the funding of one or more reserve funds to secure the timely payment of the Bonds, if necessary; (iii) the payment of interest on the Bonds during the renovation of the Project, if necessary; and (iv) the payment of the costs of issuing the Bonds. The HRA will enter into one or more loan agreements (or other revenue agreements) with the Borrower requiring loan repayments from the Borrower in amounts sufficient to repay the loan when due and requiring the Borrower to pay all costs of maintaining and insuring the Project, including taxes thereon.

(c) In preliminarily authorizing the issuance of the Bonds and the financing of the acquisition, renovation, and equipping of the Project and related costs, the HRA's purpose is to further the policies of the Act.

(d) The Bonds will be special, limited obligations of the HRA payable solely from the revenues pledged to the payment thereof, will not be a general or moral obligation of the HRA, and will not be secured by or payable from revenues derived from any exercise of the taxing powers of the HRA.

Section 3. Public Hearing. The Board of Commissioners of the HRA will conduct a public hearing on the Housing Program, the Project, and the issuance of the Bonds by the HRA at a regular or special meeting on a date to be determined by the Executive Director of the HRA for which proper notice may be given as provided below. Notice of such hearing (the "Public Notice") will be published as required by Section 462C.04, subdivision 2 of the Act and Section 147(f) of the Code. The Executive Director of the HRA is hereby authorized and directed to publish the Public Notice, in substantially the form attached hereto as **EXHIBIT A**, in a newspaper of general circulation in the County, at least 15 days before the meeting of the Board of Commissioners at which the public hearing will take place. At the public hearing reasonable opportunity will be provided for interested individuals to express their views, both orally and in writing, on the Project, the Housing Program, and the proposed issuance of the Bonds.

Section 4. Housing Program. Kennedy & Graven, Chartered, acting as bond counsel for the HRA ("Bond Counsel") shall prepare and submit to the HRA a draft Housing Program to authorize the issuance by the HRA of up to approximately \$17,000,000 in revenue bonds in one or more series to finance the acquisition, renovation, and equipping of the Project by the Borrower.

Section 5. Submission of an Application for an Allocation of Bonding Authority. Under Section 146 of the Code, the Bonds must receive an allocation of the bonding authority of the State of Minnesota. The Board of Commissioners hereby authorizes the submission of an application for allocation of bonding authority pursuant to Section 146 of the Code and the Allocation Act in accordance with the requirements of the Allocation Act. The Chair of the Board of Commissioners, the Executive Director of the HRA, Bond Counsel and staff of the County are hereby authorized and directed to take all actions, in cooperation with the Borrower, as are necessary to submit an application for an allocation of bonding authority to the office of Minnesota Management and Budget.

Section 6. Preliminary Approval. The Board of Commissioners hereby provides preliminary approval to the issuance of the Bonds in the approximate principal amount of up to \$17,000,000 to finance all or a portion of the costs of the Project pursuant to the Housing Program of the HRA, subject to: (i) review of the Housing Program by the Metropolitan Council; (ii) a public hearing as required by the Act and Section 147(f) of the Code; (iii) receipt of allocation of bonding authority from the State of Minnesota; (iv) final approval by the Board of Commissioners following the preparation of bond documents; (v) approval of the project by the City of Saint Paul, and (vi) final determination by the Board of Commissioners that the financing of the Project and the issuance of the Bonds are in the best interests of the HRA.

Section 7. Reimbursement of Costs under the Code.

7.01. The United States Department of the Treasury has promulgated regulations governing the use of the proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the HRA or the Borrower for project expenditures paid prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the “Regulations”) require that the HRA adopt a statement of official intent to reimburse an original expenditure not later than 60 days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds occur within 18 months after the later of: (i) the date the expenditure is paid; or (ii) the date the project is placed in service or abandoned, but in no event more than 3 years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the Bonds.

7.02. To the extent any portion of the proceeds of the Bonds will be applied to expenditures with respect to the Project, the HRA reasonably expects the proceeds of the Bonds will reimburse the Borrower for the expenditures made for costs of the Project after the date of payment of all or a portion of such expenditures. All reimbursed expenditures shall be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations and also qualifying expenditures under the Act.

Based on representations by the Borrower, other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under prior regulations pursuant to the transitional provision contained in Section 1.150-2(j)(2)(i)(B) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a “de minimis” amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures with respect to the Project to be reimbursed with the proceeds of the Bonds have been made by the Borrower more than 60 days before the date of adoption of this resolution of the HRA.

7.03. Based on representations by the Borrower, as of the date hereof, there are no funds of the Borrower reserved, allocated on a long term-basis, or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside) to provide permanent financing for the expenditures related to the Project to be financed from proceeds of the Bonds, other than pursuant to the issuance of the Bonds. This resolution, therefore, is determined to be consistent with the budgetary and financial circumstances of the Borrower as they exist or are reasonably foreseeable on the date hereof.

Section 8. Costs. The Borrower will pay the administrative fees of the HRA and pay, or, upon demand, reimburse the HRA for payment of, any and all costs incurred by the HRA in connection with the Project and the issuance of the Bonds, whether or not the Bonds are issued.

Section 9. Commitment Conditional. The adoption of this resolution does not constitute a guarantee or a firm commitment that the HRA will issue the Bonds as requested by the Borrower. If, as a result of information made available to or obtained by the HRA during its review of the Project, it appears that the Project or the issuance of Bonds to finance the costs thereof is not in the public interest or is inconsistent with the purposes of the Act, the HRA reserves the right to decline to give final approval to the issuance of the Bonds. The HRA also retains the right, in its sole discretion, to withdraw from participation and accordingly not issue the Bonds should the Board of Commissioners, at any time prior to the issuance thereof, determine that it is in the best interests of the HRA not to issue the Bonds or should the parties to the transaction be unable to reach agreement as to the terms and conditions of any of the documents for the transaction.

Section 10. Effective Date. This Resolution shall be in full force and effect from and after its passage.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE RAMSEY COUNTY HOUSING & REDEVELOPMENT AUTHORITY, THIS 24th DAY OF NOVEMBER, 2020.

CERTIFICATION

I, the undersigned Executive Director of The Ramsey County Housing & Redevelopment Authority, do hereby certify the following:

The foregoing is true and correct and a copy of the Resolution is on file and of record in the offices of the HRA, which Resolution relates to providing for a public hearing regarding a multifamily housing development and granting preliminary approval to the issuance of conduit revenue bonds to finance the costs thereof, and said Resolution was duly adopted by the Board of Commissioners at a regular or special meeting of the Board of Commissioners held on the date therein indicated. Said meeting was duly called and regularly held and was open to the public and was held at the place at which meetings of the Board of Commissioners are regularly held, a quorum of the Board of Commissioners being present and acting throughout. Commissioner _____ moved the adoption of the Resolution, which motion was seconded by Commissioner _____. A vote being taken on the motion, the following members of the Board of Commissioners voted in favor of the Resolution:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted. The Resolution is in full force and effect and no action has been taken by the Board of Commissioners which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the Executive Director of The Ramsey County Housing & Redevelopment Authority, this 24th day of November, 2020.

Executive Director
Ramsey County Housing & Redevelopment Authority

EXHIBIT A

NOTICE OF PUBLIC HEARING

THE RAMSEY COUNTY HOUSING & REDEVELOPMENT AUTHORITY COUNTY OF RAMSEY STATE OF MINNESOTA

NOTICE OF A PUBLIC HEARING TO BE CONDUCTED BY THE RAMSEY COUNTY HOUSING & REDEVELOPMENT AUTHORITY TO CONSIDER THE ISSUANCE OF CONDUIT REVENUE BONDS TO FINANCE THE ACQUISITION, RENOVATION, AND EQUIPPING OF A MULTIFAMILY RENTAL HOUSING DEVELOPMENT (WILDER SQUARE APARTMENTS PROJECT)

NOTICE IS HEREBY GIVEN that the Board of Commissioners (the “Board”) of The Ramsey County Housing & Redevelopment Authority (the “HRA”) will hold a public hearing on Tuesday, December 15, 2020, at or after 9:00 a.m. in the Board Chambers in the HRA Hall on the 3rd floor of the County Courthouse, 15 West Kellogg Boulevard, Saint Paul, Minnesota, to consider a housing program and a proposal that the HRA approve and authorize the issuance of its revenue bonds or other obligations (the “Bonds”), in one or more series, pursuant to Minnesota Statutes, Chapter 462C, as amended (the “Act”), for the purposes of (i) financing the acquisition, renovation, and equipping of an approximately 136-unit multifamily rental housing development consisting of an existing 11-story building with surface parking and other functionally related facilities, located at 750 Milton Ave North in Saint Paul, Minnesota (the “Project”); (ii) funding one or more reserve funds to secure the timely payment of the Bonds, if necessary; (iii) paying interest on the Bonds during the renovation of the Project, if necessary; and (iv) paying the costs of issuing the Bonds. CB Wilder Square Limited Partnership, a Minnesota limited partnership (or another entity affiliated with CommonBond Communities, a Minnesota nonprofit corporation, the “Borrower”) will own the Project. The estimated maximum aggregate principal amount of the proposed revenue Bonds to be issued in one or more series to finance the Project will not exceed \$17,000,000.

Following the public hearing, the Board will consider a resolution approving a housing program prepared in accordance with the requirements of the Act and granting approval to the issuance of the Bonds.

The Bonds will be special, limited obligations of the HRA, and the Bonds and interest thereon will be payable solely from the revenues and assets pledged to the payment thereof. No holder of any Bond will have the right to compel any exercise of the taxing power of the HRA or Ramsey County to pay the Bonds or the interest thereon, nor to enforce payment against any property of the HRA or Ramsey County except money payable by the Borrower to the HRA and pledged to the payment of the Bonds. Before issuing the Bonds, the HRA will enter into an agreement with the Borrower, whereby the Borrower will be obligated to make payments at least sufficient at all times to pay the principal of and interest on the Bonds when due.

A copy of the housing program will be on file and available in electronic form through an emailed request to Kari Collins, Community & Economic Development Director, at Kari.Collins@CO.RAMSEY.MN.US on or before the date of the hearing, during normal business hours.

At the time and place fixed for the public hearing the Board will give all persons who appear or submit comments in writing to the Board prior to the hearing, an opportunity to express their views with

respect to the proposal. In addition, interested persons may file written comments respecting the proposal with the Executive Director of the HRA at or prior to said public hearing.

Publish: **[November 30, 2020]**

BY ORDER OF THE HRA BOARD OF
COMMISSIONERS OF THE RAMSEY
COUNTY HOUSING & REDEVELOPMENT
AUTHORITY

Board of Commissioners

Request for Board Action

Item Number: 2020-517

Meeting Date: 11/24/2020

Sponsor: Finance

Title

September 2020 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments

Recommendation

Accept the monthly report of contracts, grant and revenue agreements, emergency purchases, sole source and single source purchases and final payments for the month of September 2020.

Background

This documentation is presented to inform the Board of Ramsey County Commissioners of contracts, grant and revenue agreements, emergency purchases, single source purchases, sole source purchases and final payments approved by the County Manager during September 2020.

Administrative Code 4.46.50c requires a monthly report of all contracts and final payments approved by the County Manager under section 3.40.27. Administrative Code 3.40.33b-c authorizes the County Manager to report emergency purchases and sole source purchases with the monthly contract report. Administrative Code 3.40.39d requires the County Manager to report grant submissions, amendments, renewals, and acceptances along with the monthly contract report. Small order purchases of \$10,000 or less, and contracts approved by County Board action and signed by the Chair are not included in this report.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

Ramsey County is committed to increasing contract opportunities for the purchases of goods and services from vendors, including non-profits and community based organizations that reflect the diversity of the County's community. The monthly County Manager contract report reflects all executed contracts, amendments and potential contract exposure using the County Manager's authority.

Ramsey County reports all actual spending on the Ramsey County open data portal, please see [Central Certification Program Small Business Enterprise Spending <https://opendata.ramseycounty.us/stories/s/4hb6-hrjt>](https://opendata.ramseycounty.us/stories/s/4hb6-hrjt). The majority of the actual spending is the result of contracts that have been executed using small order authority, County Board Chair and Chief Clerk authority and County Manager authority.

The graphs on the portal show total procurement spending and disaggregates the data by non-profit, government agencies, small minority-owned, small women-owned, and small minority and women owned businesses and breaks down the small business enterprises by ethnicity. The report is updated monthly based on actual expenditures.

The County continues to create new and expanded opportunities to grow and sustain small and diverse

businesses and support established workforce inclusion goals, that include minority-owned, women-owned and minority women owned businesses.

Community Participation Level and Impact

This is an aggregate report of contracts and amendments signed by the County Manager via delegated authority. Actual aggregate spend reporting is made available to the public via the [Central Certification Program Small Business Enterprise Spending <https://opendata.ramseycounty.us/stories/s/4hb6-hrjt>](https://opendata.ramseycounty.us/stories/s/4hb6-hrjt) open data portal storyboard. The small business program is currently the closest proxy to local purchasing as the vendors must be primarily located in the 15-county area. This report is used by departments to report their SBE spend to measure their progress against their goals.

Reports like these allow for greater government transparency and accountability by informing the public of the County's contracting activities. Departments are directly involved in the procurement and vendor selection process and support the County's initiative to expand contract opportunities for diverse businesses to strengthen the economic vitality of the community.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Budgeted funds are available for these contracts through designated department budgets.

County Manager Comments

Administrative Code requires this monthly report be brought to the County Board for acceptance.

Last Previous Action

None

Attachments

- 1.Draft Resolution
- 2.Contract Report September 2020

Draft Resolution

WHEREAS, Administrative Code 3.40.27 authorizes the County Manager to approve contract, within certain limits; and

WHEREAS, Administrative Code 3.40.33b-c authorizes the County Manager to approve emergency purchases and sole source purchases of supplies, equipment, and service, within certain limits; and

WHEREAS, Administrative Code 3.40.39d requires the County Manager to report grant submissions, amendments, renewals, and acceptances along with the monthly contract report; and

WHEREAS, Administrative Code 4.46.50c requires a monthly report on all contracts and final payments approved by the County Manager and County Purchasing Manager; Now, Therefore, Be It

RESOLVED, The Ramsey County Board of Commissioners accepts the monthly report of contracts, grant and revenue agreements, emergency purchases, sole source and single source purchases and final payments for the month of September 2020.

September 2020

CONTRACT NUMBER	CONTRACTS	DATE	AMOUNT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
	CONTRACTOR'S NAME	SIGNED	OF CONTRACT			
PH001016	City of White Bear Lake	31-Dec-19	\$71,958.00	Contract to provide State of Minnesota Office of Environmental Assistance, Governor's Select Committee on Recycling and the Environment funds for recycling programs to municipalities for administration, promotion, collection, and equipment costs. Agreement is for the period of 01/01/2020 through 12/31/2020.	Public Health	Res. B2018-217
COMGR000070	Thompson, John D	25-Aug-20	\$25,000.00	Contract to provide consulting for Transitioning Systems Together. Agreement is for the period of 08/21/2020 through 08/20/2022.	County Manager	3.40.27c
CC003038	Valley Paving Inc.	01-Sep-20	\$24,255.00	Contract Amendment #1 to provide all supplies, equipment, and labor required for the micro surfacing and 3-lane conversion (Maryland-Larpenter-McKnight). Amendment increases max NTE by \$24,255.00 from \$3,628,833.75 to \$3,653,088.75. No change in term. Agreement is for the period of 06/22/2020 through 12/31/2021.	Public Works	Res. B2020-071
ATTY000297	Dispute Resolution Center	02-Sep-20	\$149,000.00	Contract Amendment #2 to provide supportive and restorative services for adult men involved in gun violence. Amendment extends contract to 12/31/2021. Agreement is for the period of 11/04/2019 through 12/31/2021.	County Attorney	M.S. 388
CC003032	Bituminous Roadways Inc.	2-Sep-20	\$5,500.00	Contract Amendment #1 to provide 2020 Bituminous Reclamation Project on various County Roads including bituminous paving, reclamation, traffic control, signing and pavement markings. Amendment increases contract max NTE by \$5,500.00 from \$3,137,525.14 to \$3,143,025.14. No change in term. Agreement is for the period of 06/01/2020 through 12/31/2021.	Public Works	Res. B2020-071

CC002982	Forest Lake Contracting Inc.	09-Sep-20	\$13,104.75	Contract Amendment #23 to provide reconstruction of County Road C. Amendment increases contract NTE by \$13,104.75 from \$11,808,069.41 to \$11,821,174.16. No change in term. Agreement is for the period of 5/10/2019 through 6/30/2022.	Public Works	Res. B2019-049
SSD 20-056 CHURCHER	Churcher, Chanel	10-Sep-20	Rate Setting	Contract to provide respite care provided by foster care family for children with severe emotional disturbances. Agreement is for the period of 09/10/2020 through 09/09/2025.	Social Services	Res. B2019-284
CC003004	Pember Companies Inc	11-Sep-20	\$25,508.92	Contract Amendment #1 to provide storm sewer repair including drainage ditch maintenance, storm sewer replacement, and storm sewer rehabilitation at various locations. Amendment increases max NTE by \$25,508.92 from \$512,902.89 to \$538,411.81. No change in term. Agreement is for the period of 01/02/2020 through 12/31/2021.	Public Works	Res. B2019-049
CC002960	Redstone Construction LLC	11-Sep-20	\$21,073.50	Contract Amendment #16 for I694 and Rice Street interchange reconstruction State project, includes bridges, concrete paving, storm sewer, concrete curb and gutter. Amendment increases contract max NTE by \$21,073.50 from \$23,435,578.88 to \$23,456,652.38. Agreement is for the period of 1/15/2019 through 12/31/2021.	Public Works	Res. B2018-033
RC-000076	BOLDplanning Inc	15-Sep-20	Rate Setting	Master Contract Amendment #2 to provide emergency management services. Amendment extends contract from 07/20/2020 to 07/29/2021. No change in amount	Emergency Management	Res. B2016-184
CHS16 NEXTGEN 01 21	NextGen Healthcare Information Systems	15-Sep-20	\$17,791.20	Contract Amendment #5 to provide electronic health records system for Community Human Services and Public Health increases max NTE by \$17,791.20 from \$1,893,318.21 to \$1,911,109.41. No change in term. Agreement is for the period of 12/01/2016 through 11/30/2021.	Human Services	Res. B2018-069

CC003010	Restoration & Construction SVC LLC	16-Sep-20	\$101,712.85	Contract Amendment #2 to provide building Tuck-pointing Project - Metro Square & Juvenile Family Justice Center (JFJC). Amendment increases max NTE by \$101,712.85 from \$571,404.15 to \$673,117.00. Amendment extends contract from 03/10/2021 through 04/12/2021. Agreement is for the period of 03/11/2020 through 04/12/2021.	Property Management	Res. B2020-054
RC-000350	Equity Strategies LLC	16-Sep-20	Rate Setting	Master Contract to provide community engagement services. Agreement is for the period of 09/21/2020 through 09/20/2025.	County Manager	Res. B2019-094
SSD 20-033 SJERVEN SILS	Sjerven OT Consulting	17-Sep-20	Rate Setting	Contract to provide semi-independent living skills services to persons with disabilities. Agreement is for the period of 09/15/2020 through 09/14/2023.	Social Services	Res. B2019-284
PW2020-17	Toltz Kind Duvall & Anderson	18-Sep-20	\$362,100.00	Contract to provide Lexington Parkway Design form Shepard Rd to Adrian St. Agreement is for the period of 09/15/2020 through 09/15/2023.	Public Works	Res. B2020-071
SSD 20-057 PHOENIX	Phoenix Alternatives Inc.	21-Sep-20	Rate Setting	Contract to provide Supported Employment and Day Training and Habilitation Services. Agreement is for the period of 09/15/2020 through 09/14/2023.	Social Services	Res. B2019-284
CC003051	Bella Roofing LLC	23-Sep-20	\$18,750.00	Contract to provide exterior work, specifically painting and/or siding, on the tax-forfeited Victorian-style single family house through the 4R Program. Agreement is for the period of 09/24/2020 through 09/23/2021.	Property Tax, Revenue and Election Services	3.40.27b
CC003053	Enforcement Technology Group	28-Sep-20	\$25,250.00	Contract to provide the furnish and deliver of one (1) Direct-Link Bridge Series Crisis Response System. Agreement is for the period of 09/29/2020 through 09/30/2021.	Sheriff's Office	3.40.27b
SSD 19-012 MIDWEST SES	Midwest Special Services Inc.	28-Sep-20	Rate Setting	Contract Amendment #3 to provide training and habilitation and Supported Employment Services. Amendment contains rate and language changes. No change to term or amount. Agreement is for the period of 04/15/2019 through 04/14/2022.	Social Services	Res. B2018-339 (M)

SSD 19-027 MRCI	MRCI-Mankato	28-Sep-20	Rate Setting	Contract Amendment #1 to provide Day Training and Habilitation Services (DT&H). Amendment contains rate changes. No change to amount or term. Agreement is for the period of 09/01/2019 through 08/31/2021.	Social Services	Res. B2018-339
RRA000083	Jeff Dehler Public Relations LLC	28-Sep-20	\$12,000.00	Contract Amendment #3 to provide public communications assistance on Minnesota High Speed Rail Commission. Amendment increases max NTE by \$12,000 from \$83,100.00 to \$95,100.00. Amendment also extends contract date from 09/30/2020 through 12/31/2020. Agreement is for the period of 10/01/2018 through 09/30/2020.	Public Works	3.40.27c
CC002990	Forest Lake Contracting Inc.	29-Sep-20	\$4,991.52	Contract Amendment #3 to provide construction of phase 1 roadway and site improvements for access into the Rice Creek North Regional Trail from County Road I. Amendment increases max NTE by \$4,991.52 from \$566,869.78 to \$571,861.30. No change in term. Agreement is for the period of 10/07/2019 through 05/31/2021.	Parks and Recreation	Res. B2015-218, B2017-223
CC003052	Clim-a-Tech Industries Inc	29-Sep-20	\$4,227.00	Contract to provide election panel window assemblies. Agreement is for the period of 10/01/2020 through 09/23/2021.	Public Health	3.40.27b
RC-000351	Strong and Starlike Consulting	29-Sep-20	Rate Setting	Master Contract to provide community engagement services. Agreement is for the period of 09/21/2020 through 09/20/2025.	County Manager	Res. B2019-094
CC003024	Concrete Idea Inc.	30-Sep-20	\$8,470.00	Contract Amendment #1 to provide 2020 pedestrian ramp ADA project for various Ramsey County locations. Amendment increases max NTE by \$8,470.00 from \$775,157.00 to \$783,627.00. Agreement is for the period of 05/18/2020 through 12/31/2021.	Public Works	Res. B2020-071

CC002982	Forest Lake Contracting Inc.	30-Sep-20	\$15,451.43	Contract Amendment #24 to provide reconstruction of County Road C. Amendment increases contract NTE by \$15,451.43 from \$11,821,174.16 to \$11,836,625.59. No changes in term. Agreement is for the period of 5/10/2019 through 6/30/2022.	Public Works	Res. B2019-049
CC002984	Valley Paving Inc	30-Sep-20	\$24,137.30	Contract Amendment #7 to provide 2019 bituminous resurfacing projects. Amendment increases max NTE amount by \$24,137.30 from \$7,979,401.39 to \$8,003,538.69. No change in term. Agreement is for the period of 07/17/2019 through 12/31/2020.	Public Works	Res. B2019-049
CC003004	Pember Companies Inc	30-Sep-20	\$43,216.85	Contract Amendment #2 to provide Storm sewer repair including drainage ditch maintenance, storm sewer replacement, and storm sewer rehabilitation at various locations. Amendment increases max NTE by \$43,216.85 from \$538,411.81 to \$581,628.66. No change in term. Agreement is for the period of 01/02/2020 through 12/31/2021.	Public Works	Res. B2019-049
SSD 20-018 WILDER TCM	Amherst H. Wilder Foundation	01-Oct-20	Rate Setting	Contract to provide Mental Health Targeted Case Management (MH TCM) services. Agreement is for the period of 10/01/2020 through 03/31/2023.	Social Services	Res. B2019-284
HR0170	Lynn Ford Inc.	01-Oct-20	\$25,000.00 *	Contract Amendment #1 to provide eLearning update for Occupational Health. Amendment extends contract from 10/01/2020 through 10/21/2021. No change in amount. Agreement is for the period of 10/22/2019 through 10/21/2021.	Human Resources	3.40.27c
CHS17 LIFETRACK 01 20	Lifetrack Resources Inc.	01-Oct-20	\$607,805.00	Contract Amendment #5 to provide Supported Employment for adults with SMI or SPMI featuring an Individual Placement and Support strategy. Amendment increases max NTE by \$607,805.00 from \$1,786,992.00 to \$2,394,797.00 and extends contract from 10/31/2020 through 09/30/2021. Agreement is for the period of 10/01/2017 through 09/30/2021.	Human Services	Res. B2016 – 335, Admin Code: 3.40.27h

WS-00112	New Vision Foundation	01-Oct-20	\$175,000.00	Contract to provide WESA computer coding/software development training to participants of Workforce Solutions' training programs. Agreement is for the period of 10/01/2020 through 09/30/2025.	Workforce Solutions	3.40.27c
PW2020-18	Kimley-Horn and Associates, Inc.	05-Oct-20	\$649,435.00	Contract to provide White Bear Ave - Larpenteur Ave to Frost Ave - Design Engineering Services. Agreement is for the period 10/12/2020 through 12/31/2025.	Public Works	Res. B2020-071
CC002959	Ami Imaging Systems Inc	07-Oct-20	Rate Setting	Contract Amendment #3 to provide OnBase software maintenance and support. Amendment contains language changes. No change to amount or term. Agreement is for the period of 01/04/2019 through 12/31/2021.	Information Services	3.40.27b
PW2018-28	Alliant Engineering, Inc.	08-Oct-20	\$24,910.00	Contract Amendment #2 to provide engineering Services for Lexington Avenue - I-694 to County Road E Project. Amendment increases max NTE by \$24,910.00. from \$623,063.20 to \$647,973.20. No change in term. Agreement is for the period of 10/01/2018 through 12/31/2020.	Public works	Res. B2018-033
CC003010	Restoration and Construction Service LLC	13-Oct-20	\$32,001.01	Contract Amendment #3 to provide building tuck-pointing Project - Metro Square & Juvenile Family Justice Center (JFJC). increases max NTE by \$32,001.01 from \$673,117.00 to \$705,118.01. No change in term. Agreement is for the period of 03/11/2020 through 03/10/2021.	Property Management	Res. B2020-054
PH001088	Information Specialists Group, Inc.	13-Oct-20	\$157,850.00	Contract to provide survey of Ramsey County residents and businesses on Recycling and Solid Waste Management. Agreement is for the period of 10/12/2020 through 06/23/2023.	Public Health	3.40.27c
PH001080	Familywise Services	13-Oct-20	\$17,000.00	Contract to provide domestic abuse services. Agreement is for the period of 10/19/2020 through 10/18/2021.	Public Health	3.40.27c

**GRANT & REVENUE
AGREEMENTS**

AGREEMENT NAME	GRANTOR	DATE SIGNED	AMOUNT OF GRANT	PURPOSE OF GRANT	DEPARTMENT	AUTHORITY
M000353 IHC PRK	Infinite Health Collaboration P.A.	24-Jan-20	\$1,950,000.00	Agreement to provide exclusive naming rights for Twin Cities Orthopedics (TCO) Sports Garden, the two arenas, lockers rooms, and directional signage. Agreement is for the period of 01/01/2020 through 01/01/2034.	Parks and Recreation	Res. B2020-038
M000353 IHC PRK A1	Infinite Health Collaboration P.A.	24-Jan-20	\$1,950,000.00	Agreement Amendment #1 to provide exclusive naming rights for Twin Cities Orthopedics (TCO) Sports Garden, the two arenas, lockers rooms, and directional signage. Amendment extends payment schedule and therefore contract end date from 01/01/2034 through 01/01/2035. Agreement is for the period of 01/01/2020 through 01/01/2035.	Parks and Recreation	Res. B2020-038
PW2020-03	Capitol Region Watershed District	14-Apr-20	\$150,000.00	Cooperative Agreement to provide for stormwater diversion and filtration project at 701 County Road B. Agreement is for the period of 04/04/2020 through 04/03/2040.	Public Works	Res. B2019-049
LIB 0000008765	Trotec Laser Inc	22-Jun-20	\$27,110.00	Purchase Order to provide laser cutter engraver. Agreement is for the period of 06/22/2020 through 12/31/2020.	Libraries	M.S. 134
LIB 0000008835	Community Technology Empowerment Project	19-Aug-20	\$39,200.00	Purchase order to provide CTEP AmeriCorps Member(s) to perform services to strengthen and supplement efforts to improve the technology literacy for low income families, recent immigrants, and residents who may have physical or mental disabilities. Agreement is for the period of 09/03/2020 through 08/31/2021.	Libraries	M.S. 134
PW2020-10	Capitol Region Watershed District, Lauderdale, Falcon Heights and University of Minnesota	11-Sep-20	\$37,189.95	Cooperative Agreement to provide construction and on-going maintenance of Seminary Pond improvements. Agreement is for the period of 08/25/2020 through 12/31/2034.	Public Works	Res. B2020-071

G000800 SPCC CED	Saint Paul Chamber of Commerce	15-Sep-20	\$50,000.00	Grant Agreement to provide for Rice and Larpenteur Vision Plan that identifies short-term (2-4 year) improvements and projects. Agreement is for the period of 01/21/2020 through 07/21/2021.	Community and Economic Development	Res. H2020-005
ISDP 0000011624	Aperta Inc	23-Sep-20	\$12,572.88	Purchase Order to provide yearly support and maintenance of Aperta software. Agreement is for the period of 10/01/2020 through 09/30/2021.	Information Services	3.40.33c
R000585 ISD621 SHRF	Independent School District #621	30-Sep-20	\$267,308.67	Revenue Agreement to provide for School Resource Officers at the following District 621 sites: Turtle Lake/Island Lake/Valentine Hills Elementary Schools, Chippewa Middle School/Reach Academy, Mounds View High School. Agreement is for the period of 07/01/2020 through 06/31/2021.	Sheriff's Office	3.40.27d

FINAL PAYMENTS

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE OF FINAL PAYMENT	AMOUNT OF FINAL PAYMENT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
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EMERGENCY PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
SSD COVID19-0001	Radias Health	08-Apr-20	\$318,400.00	Contract to provide outreach to unsheltered homeless residents in Ramsey County. Agreement is for the period of 04/08/2020 through 12/31/2020.	Social Services	Res. B2020-061
PHCOVID0001	Park Nicollet Methodist Hospital dba Pathway Medical Laboratories	06-May-20	\$1,000,000.00	Contract to provide for COVID-19 testing. Agreement is for the period of 05/06/2020 through 06/05/2021.	Public Health	Res. B2020-061

FASD COVID 19-0015	Capital City Ventures, LLC	10-Jul-20	\$405,600.00	Contract to provide rental of hotel rooms and common space for homeless Ramsey County families who are part of Interfaith Action of Greater St Paul's Project Home. Agreement is for the period of 07/12/2020 through 07/11/2021.	Financial Assistance Services	Res. B2020-114
WFS-CARES-042	Independent School District #625	10-Sep-20	\$115,000.00	Contract to build an online program for high school students set career goals, build financial literacy and obtain industry recognized certifications. Agreement for the period of 09/10/2020 through 12/30/2020.	Workforce Solutions	Res. B2020-114
CC003050	Rachel Contracting	15-Sep-20	\$100,110.00	Contract to provide Pipe replacement and roadway repair at the intersection of Mounds View Boulevard and Spring Lake Road. Agreement is for the period of 09/15/2020 through 12/31/2020.	Public Works	3.40.33b
FASD COVID19-0035	The Sanneh Foundation	15-Sep-20	\$185,487.00	Contract to provide coordination and distribution of foodservices and basic needs supplies during COVID 19. The agreement is for the period of 09/10/20 through 12/30/20.	Financial Assistance Services	Res. B2020-114
FASD COVID19-0054	4Mative Technologies, Inc. dba 4mative	15-Sep-20	\$35,000.00	Contract to provide transportation services for homeless individuals in an effort to minimize spread of COVID19. Agreement is for the period of 09/17/20 through 12/30/2020.	Financial Assistance Services	Res. B2020-114
WFS-CARES-028	HIRED	18-Sep-20	\$61,776.00	Contract to provide career services and wrap-around support for Ramsey County youth. Agreement is for the period of 08/14/20 through 12/30/20.	Workforce Solutions	Res. B2020-114
WFS-CARES-045	HIRED	18-Sep-20	\$63,250.00	Contract to create equitable and inclusive virtual learning opportunities. Agreement is for the period of 08/17/2020 through 12/30/20.	Workforce Solutions	Res. B2020-114
WFS-CARES-082	HIRED	18-Sep-20	\$90,750.00	Contract to provide employment services for COVID-19 impacted residents. Agreement is for the period of 08/17/2020 through 12/30/20.	Workforce Solutions	Res. B2020-114
WFS-CARES-090	Transcend IT	18-Sep-20	\$150,000.00	Contract to provide IT career training and support services. Agreement is for the period of 08/14/2020 through 12/30/20.	Workforce Solutions	Res. B2020-114

FASD COVID19-0037	The Salvation Army- Eastside Worship and Service Center	18-Sep-20	\$117,207.00	Contract to provide coordination and distribution of foodservices and basic needs supplies during COVID 19. The agreement is for the period of 09/15/20 through 12/30/20.	Financial Assistance Services	Res. B2020-114
FASD COVID19-0036	The Salvation Army- St Paul Citadel Worship and Service Center	18-Sep-20	\$128,000.00	Contract to provide coordination and distribution of foodservices and basic needs supplies during COVID 19. The agreement is for the period of 09/10/20 through 12/30/20.	Financial Assistance Services	Res. B2020-114
WFS-CARES-047	American Indian Family Center	22-Sep-20	\$112,425.00	Contract to provide employment and learning opportunities to 75 Ramsey County Residents. Agreement is for the period of 09/18/2020 through 12/30/2020.	Workforce Solutions	Res. B2020-114
WFS-CARES-097	Evangelist Temple House of Refuge Outreach Ministries	23-Sep-20	\$108,497.00	Contract to provide career labs for Hmong and Spanish Speaking residents. Agreement is for the period of 09/23/2020 through 12/30/2020.	Workforce Solutions	Res. B2020-114
FASD COVID19-0032	Merrick Community Services	23-Sep-20	\$89,250.00	Contract to provide coordination and distribution of foodservices and basic needs supplies during COVID 19. The agreement is for the period of 09/23/20 through 12/30/20.	Financial Assistance Services	Res. B2020-114
FASD COVID19-0034	Somali American Parent Association	25-Sep-20	\$87,530.00	Contract to provide coordination and distribution of foodservices and basic needs supplies during COVID 19. The agreement is for the period of 09/10/20 through 12/30/20.	Financial Assistance Services	Res. B2020-114
WFS-CARES-073	Arts US	28-Sep-20	\$153,500.00	Contract to provide employment and learning opportunities to 30 Ramsey County residents. Agreement is for the period of 09/29/2020 through 12/30/2020.	Workforce Solutions	Res. B2020-114
FASD COVID19-0040	Vineyard Community Services	30-Sep-20	\$32,822.50	Contract to provide coordination and distribution of foodservices and basic needs supplies during COVID 19. The agreement is for the period of 10/01/20 through 12/30/20.	Financial Assistance Services	Res. B2020-114
FASD COVID19-0041	Change Inc.	30-Sep-20	\$71,487.68	Contract to provide coordination and distribution of foodservices and basic needs supplies during COVID 19. The agreement is for the period of 09/30/20 through 12/30/20.	Financial Assistance Services	Res. B2020-114

WFS-CARES-098	University Enterprise Laboratories, Inc (UEL)	01-Oct-20	\$120,585.00	Contract to provide cohort internship experience with their member businesses for recent COVID-19 impacted graduates who have difficulty gaining work experience. Agreement is for the period of 10/01/2020 through 12/30/2020.	Workforce Solutions	Res. B2020-114
WFS-CARES-099	Saint Paul Area Chamber of Commerce	06-Oct-20	\$146,060.00	Contract to provide cohort internship experience with their member businesses for recent COVID-19 impacted graduates who have difficulty gaining work experience. Agreement is for the period of 10/01/2020 through 12/30/2020.	Workforce Solutions	Res. B2020-114
CC003054	Apres Inc.	08-Oct-20	\$30,000.00	Contract to provide equipment rental for Elections. Agreement is for the period of 10/09/2020 through 11/04/2020.	Property Tax, Records & Election Services	3.40.33b
WFS-CARES-100	PCs for People	09-Oct-20	\$400,000.00	Contract to provide distribution of TechPaks to 500 Ramsey residents. Agreement is for the period of 10/08/2020 through 11/15/2020.	Workforce Solutions	Res. B2020-114

SINGLE SOURCE PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
IS000192	Aperta Inc	15-Sep-20	\$13,116.66	Contract to provide add-on licenses and implementation for County's existing Aperta solution software. Agreement is for the period of 09/10/2020 through 09/09/2021.	Information Services	3.40.27c
PH001065	Reconnect Rondo	16-Sep-20	\$53,000.00	Contract to provide community engagement and project management services to complete the Rondo Landbridge Health Impact Assessment. Agreement is for the period of 09/08/2020 through 12/31/2020.	Public Health	3.40.27c
SJ0000002	W Hayward Burns Institute	08-Oct-20	\$100,000.00	Contract to provide getting the Transforming Systems Together (TST) partnership committee up and running. Agreement is for the period of 10/01/2020 through 12/31/2021.	Office of Safety and Justice	3.40.27c

BA000054	Abdo, Eick and Meyers LLP	08-Oct-20	\$87,600.00	Contract to provide accounting services, such as investment and debt management. Agreement is for the period of 10/08/2020 through 04/07/2021.	Finance	3.40.27c
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SOLE SOURCE PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
SHRF00205	Praetorian Group Inc.	10-Sep-20	\$100,000.00 *	Contract Amendment #2 to provide for PoliceOne Academy & CorrectionsOne Academy Subscriptions. Amendment extends contract date from 10/04/2020 through 10/04/2021. No change in amount. Agreement is for the period of 10/05/2018 through 10/04/2021.	Sheriff's Office	3.40.33c
SHRF00182	Stanley Convergent Security Solution Inc.	10-Sep-20	\$100,000.00 *	Contract Amendment #3 to provide for maintenance services for the security automation system at the Ramsey County Law Enforcement Center. Amendment extends contract date from 10/19/2020 through 10/20/2021. No change in amount. Agreement is for the period of 10/20/2017 through 10/20/2021.	Sheriff's Office	3.40.33c
PH001082	Jeffrey McCullough	16-Sep-20	\$23,500.00	Contract to provide Return on Investment analysis services of Public Health's and Human Services' Early Intervention Strategies. Agreement is for the period of 09/14/2020 through 12/31/2020.	Public Health	3.40.33c
HWAD 20-006 LIFEGUIDES	Moreland, Denise K.	07-Oct-20	\$174,900.00	Contract to provide technology consulting. Agreement is for the period of 10/07/2020 through 10/06/2021.	Health and Wellness Admin	3.40.33c
CC003055	General Security Services Corp.	12-Oct-20	\$150,000.00	Contract to provide security equipment, video monitoring and first response dispatch services for PRRTF, PTRES and other divisions within IPR. Agreement is for the period of 10/12/2020 through 10/11/2021.	Property Tax, Revenue & Election Services	3.40.33c
SHRF00223	Grayshift LLC	13-Oct-20	\$56,820.00	Contract to provide GrayKey unit and license. Agreement is for the period of 10/14/2020 through 10/13/2021.	Sheriff's Office	3.40.33c

Board of Commissioners

Request for Board Action

Item Number: 2020-524

Meeting Date: 11/24/2020

Sponsor: Economic Growth and Community Investment

Title

Update on the New Continuum of Care

Recommendation

None. For information and discussion only.

Background

The new Continuum of Care update will be presented by Mary Kay Bailey, Principal, MK Bailey Consulting and Ellen Watters, Principal, Ellen Watters Consulting, Inc.

Attachments

1.Heading Home Ramsey-Redesigned: Ramsey County Board Presentation

Heading Home Ramsey - Redesigned

Ramsey County Board Presentation

November 24, 2020



Context: The Landscape Affecting Homelessness

COVID, economic fallout, racial disparities, housing market..all factors

Growing crisis:

- Between Jan. 2016 and Jan. 2020, unsheltered homelessness increased by ~150% from 84 to 338 people.
- 1/23/20 point-in-time count found 1,630 people experiencing homelessness, the highest # in the past 5 years.

Demand Exceeds Supply:

- Gap of +15K housing units for those at or below 30% Area Median Income in Ramsey County in 2020
- Permanent Supportive Housing (3,460 units) insufficient compared to waiting list 3,001.
- Only 2% of those on Coordinated Entry Priority List found housing in 2019.

Significant Disparities:

- African Americans make up 13% of Ramsey county's population, 25% of county residents experiencing poverty, and 56% of the county's homeless population.
- American Indians exiting shelter had the highest rate of returning to homelessness within six months at 28 percent (7.1% higher than the next racial group)

Context: The Role of the Continuum of Care

Where we've been and why we need change



HUD. [Building Effective Coalitions](#). 2009

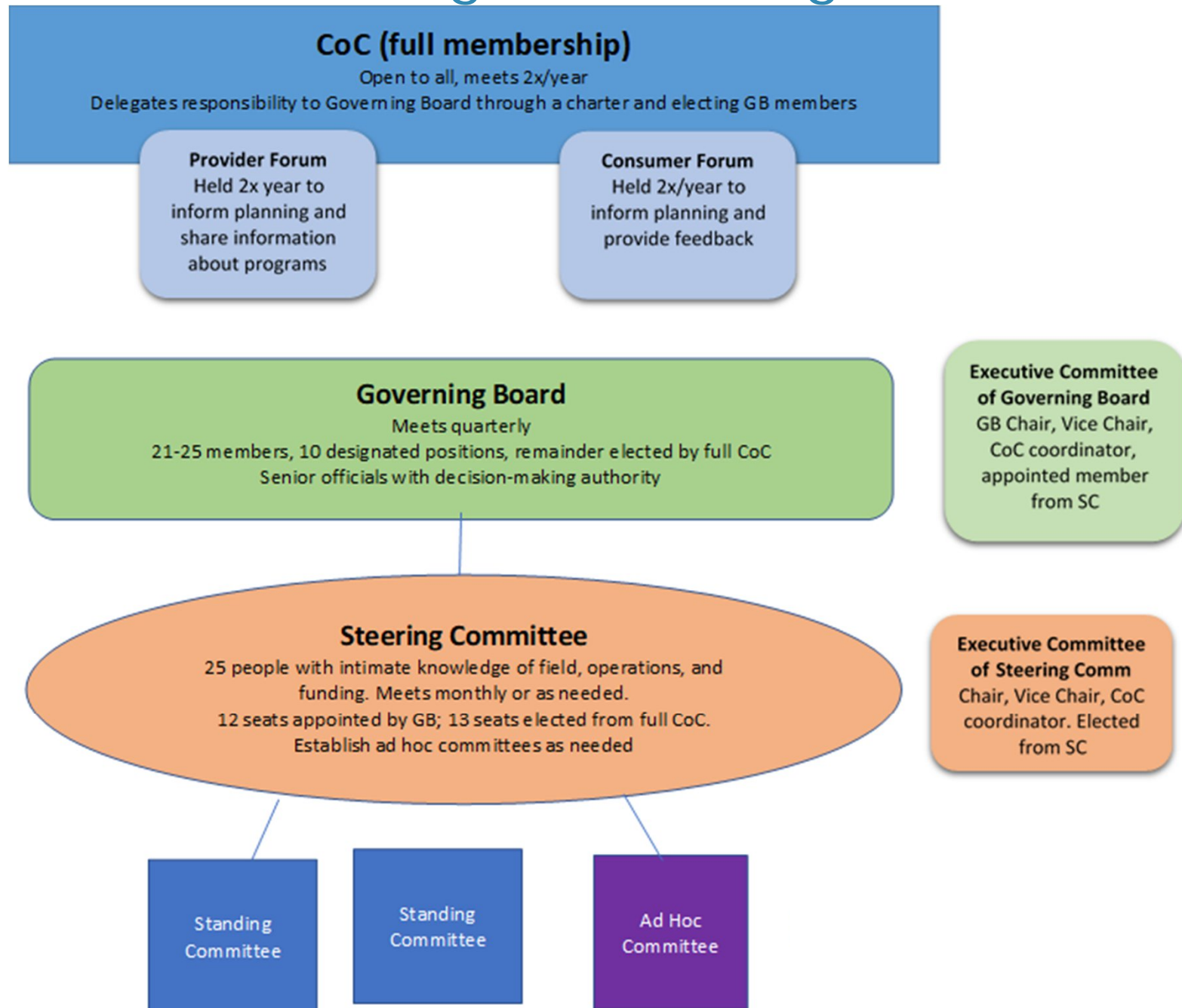
Challenges with Past Efforts:

- Lack of consistent and high level leadership/focus
- Missing HUD goals = less \$ for Ramsey County
- Siloed programs and systems and persistent gaps

Goal for Future:

- Clear Expectations, Strong Leadership, Adequate Resources

Structure of the Redesigned Heading Home Ramsey



Core Governing Documents

CoC Governance
Charter

MOU between
Governing Board
& Lead Agency
(Ramsey County)

Governing Board
Expectations &
Charge

Steering
Committee
Expectations &
Charge

- Reviewed by current HHR Governing Board and Outside In Governance Team.
- MOU under review by Ramsey County leadership.
- Documents available for public review and comment:
<https://www.headinghomeramsey.org/sites/default/files/HHR%20Governance%20Charter%20and%20Addenda%2010.6.2020.pdf>
- Documents will be approved and adopted at first CoC meeting on January 14, 2021.

Heading Home Ramsey Governance Charter

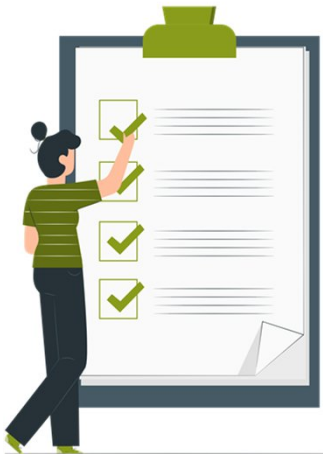
- Assignment of responsibilities within the CoC
- High level responsibilities of each layer of governance
- How the work is delegated
- How the CoC is organized; membership requirements
- Decision-making processes and operating procedures
- Includes addenda with more specific discussion of roles, expectations, and specific responsibilities



Lead Agency & Collaborative Applicant MOU

Details expectations for entity serving as Lead Agency and Collaborative Applicant (Ramsey County)

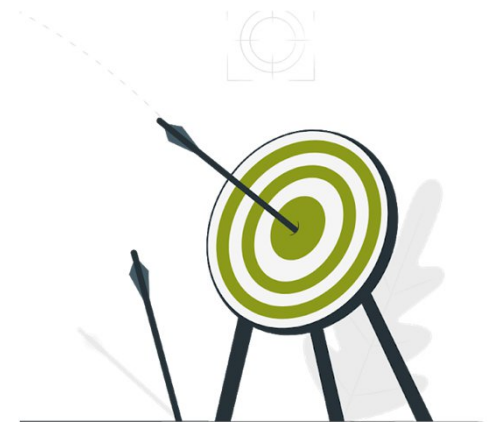
- Lead Agency: Tasked by HUD to develop systemic response to homelessness
- Collaborative Applicant: Designated by CoC to apply for and submit HUD CoC funding application and CoC documents.
- Signed by chair of the CoC Governing Board and Ramsey County; reviewed annually; 4-year appointment
- Articulates administrative, planning, communications, funding and HUD-required (point-in-time, coordinated entry, etc.) duties



County administrative and legal review in process.

Governing Board Expectations & Charge

- Provide Leadership
- Provide Strategic Oversight and Direction
- Monitor and evaluate system-wide performance
- Review and Approve Funding Decisions
- Ensure Effective Operation of the CoC



10 Designated Governing Board Seats

# of Seats	Entity	How Designated
2	Ramsey County	1 elected official, 1 county or deputy county manager - designated by the Ramsey County Board
2	City of Saint Paul	1 elected official, 1 Deputy Mayor or senior staff - designated by the Mayor
2	Suburban cities	Designated by Ramsey County League of Local Governments
1	School District	1 superintendent designated by group of school districts in Ramsey County
1	St. Paul Public Housing Agency	Designated by St. Paul PHA
1	Philanthropy	Designated by Saint Paul & Minnesota Foundations
1	Metro Housing and Redevelopment Authority	Designated by the Metropolitan Council

The Governing Board will appoint 12 seats to the Steering Committee with priority given to senior staff from Governing Board member entities that fill designated seats.

Strategic Framework Under Development



Provides a framework for the CoC and partners to strategically focus on key actions to prevent and end homelessness based on data and trends.



Creates a shared vision, mission and set of values and principles.



Updated annually or bi-annually based on analysis of data.



Incorporates dashboards that are updated regularly to report on progress against strategic priorities.



Informs committee structure and focus of CoC.

Ramsey County COC Redesign

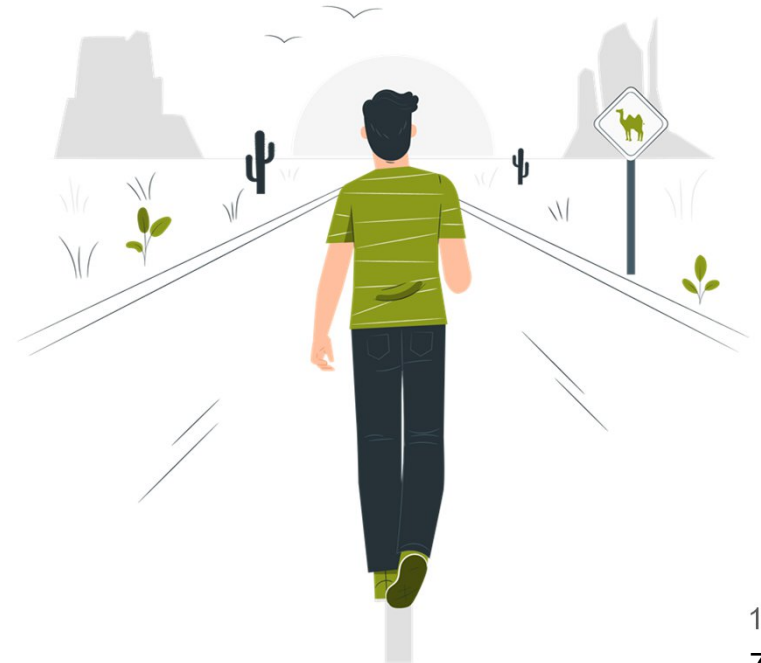
Strategic Framework Vision and Mission

Vision:

We work together to create a community where homelessness is rare, brief, and non-recurring, **where we eliminate racial disparities**, and everyone is housed.

Mission:

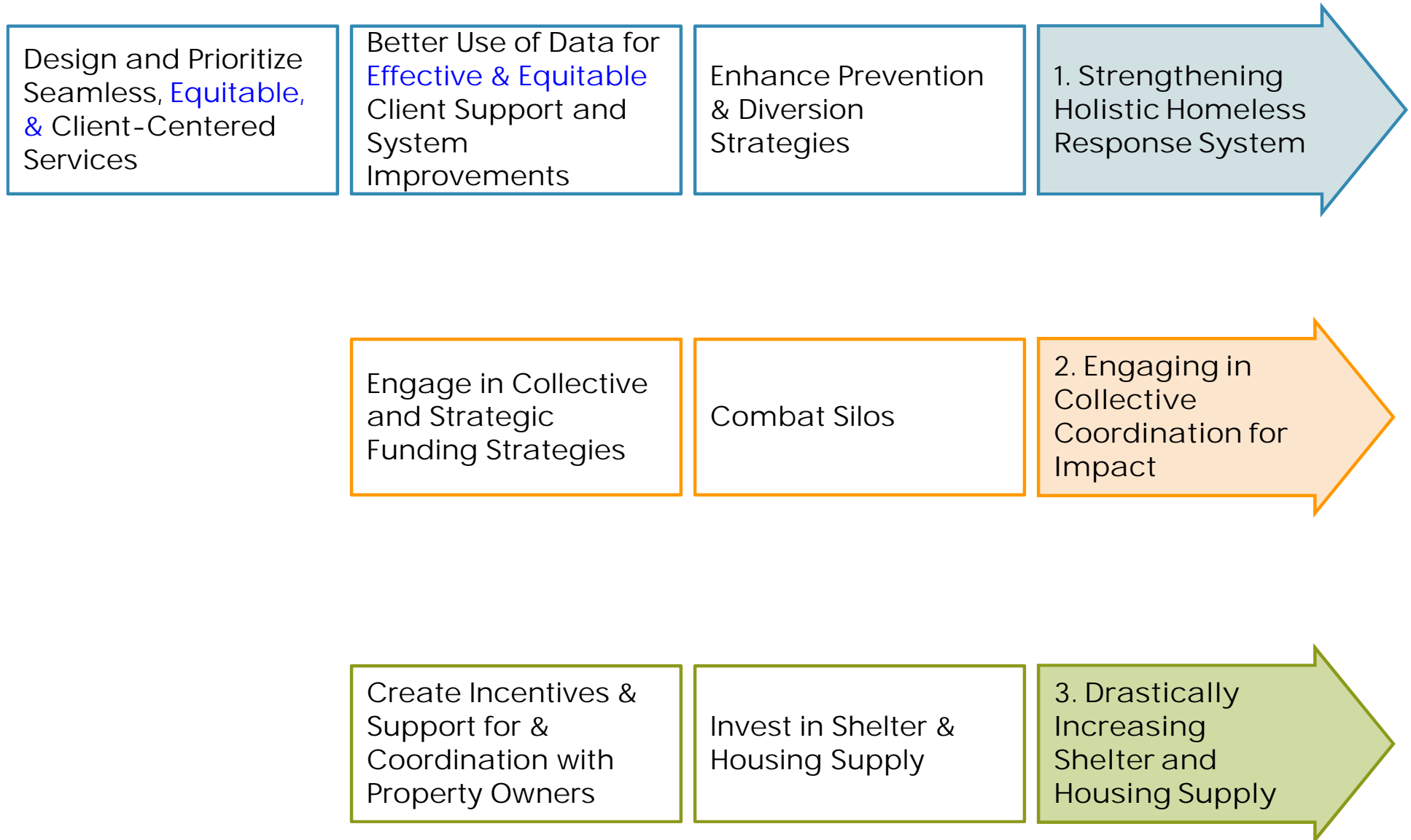
Prevent and end homelessness by delivering effective, people-centered, integrated responses that are **racially** equitable and driven by community voice, advocacy, and learning.



Ramsey County COC Redesign

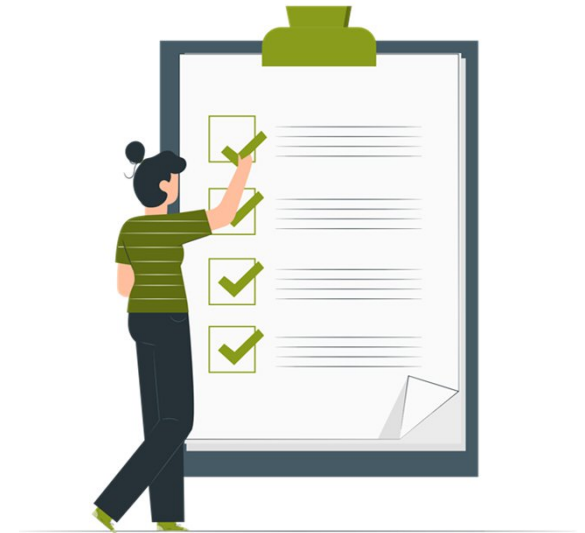
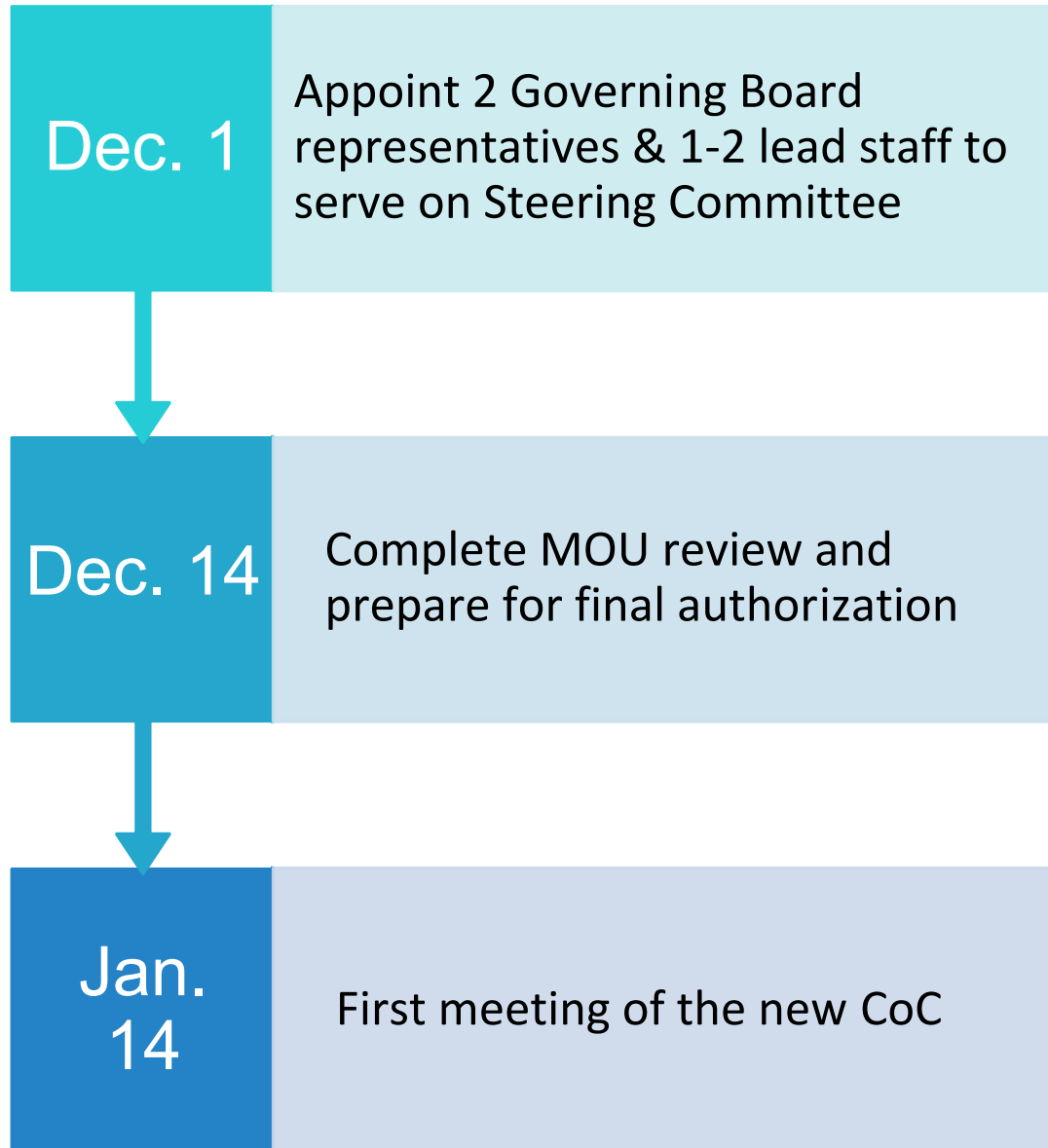
Strategic Framework Strategic Directions

Moving Towards...



Heading Home Redesign Next Steps

Key Dates For Ramsey County



Board of Commissioners

Request for Board Action

Item Number: 2020-520

Meeting Date: 11/24/2020

Sponsor: Social Services

Title

Lake Owasso Residence Application for Day Training and Habilitation Services License

Recommendation

None. For information and discussion only.

Background

Lake Owasso Residence (LOR) is a 64-bed federally licensed Intermediate Care Facility that provides residential care to intellectually disabled adults across the adult age spectrum. LOR is also licensed as a Minnesota Statute 245D service provider. The campus has eight residential houses, each providing eight residents with his or her own bedroom. Currently, the census at LOR is 58 residents.

Intermediate Care Facility residents have the right to work and be supported in that endeavor. Placement in Day Training and Habilitation (DT&H) programs is one option to facilitate the right to work; however, obtaining such placement has become more difficult for some residents in recent years. In 2015 LOR began providing Services During the Day (SSD) under its Intermediate Care Facility license for residents unable to obtain or maintain placement in a traditional DT&H. An average of eight residents has been served in the SSD program over the past two years.

The SSD program was expanded to accommodate all LOR residents when DT&H programs closed during the COVID-19 pandemic. As external programs have begun to reopen, some residents are returning to their previous programs. A small number, however, have opted not to return to outside programs due to their age and/or pre-existing health conditions that increase the risk for serious outcomes from COVID-19 should they be exposed and infected.

LOR seeks approval to apply for a DT&H license to serve residents who are unable to find traditional placement and those who choose not to return to a traditional setting for DT&H services. SSD services currently provided under the Intermediate Care Facility license are reimbursed at a rate that is 25% less than similar services provided by a DT&H program. Thus, LOR will be reimbursed at a higher rate for the services already being provided if a DT&H license is approved, and the higher rate would help cover expenditures already incurred operationally in the provision of services. Providing services would not put LOR in conflict or competition with existing DT&H programs.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

The current population of residents at LOR is 8.5% African American, 5% Latino, 1.5% Indigenous and 85% Caucasian. There is nothing in the proposed action that will negatively impact the cultural communities that generally experience disparities in other Ramsey County services.

Community Participation Level and Impact

The engagement of the residents' families and loved ones is ongoing and valued as part of the decision-making process. Family members have been involved in conversations about day programming and the need for expanded services at LOR.

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

It is anticipated that this action will increase monthly reimbursement for day programming by 25% for each resident served. The number of residents who are served will vary over time.

County Manager Comments

The application to the Minnesota Department of Human Services for a license to provide DT&H services requires County Board approval.

Last Previous Action

None.

Attachments

1.Determination of Need Application for Expansion of DT&H Services

*Day Training and Habilitation (DT&H) Services*

Determination of Need Application For Expansion of DT&H Services

Instructions

Lead agencies must use this form when they want to develop new DT&H services or expand, change or increase existing DT&H services for people with developmental disabilities.

For more information on the request process and DHS' legal authority, see the [Day training and habilitation \(DT&H\) services need determination page](#) in the [Community-Based Services Manual \(CBSM\)](#).

When completed, submit this form and any additional documentation using the “submit” button on page 4.

Lead agency information

DATE	NAME OF LEAD AGENCY	CONTACT PERSON'S NAME	PHONE
CONTACT PERSON'S EMAIL		CITY	STATE ZIP CODE

DT&H program information

PROGRAM NAME	CONTACT PERSON	PHONE
CONTACT PERSON'S EMAIL		FAX NUMBER
STREET ADDRESS	CITY	STATE ZIP CODE
NPI/UMPI NUMBER	DHS LICENSE NUMBER	CORPORATE (PARENT) NAME

Request

Based upon the service and support needs identified in the Coordinated Services and Support Plans and Addendums (CSSP and CSSP Addendum), we request to: (check all that apply)

IF SO:	Develop a new facility-based, DT&H program <ul style="list-style-type: none">■ Provide a summary of the need for services and supports as identified within the CSSPs and CSSP Addendums■ Provide a summary of the proposed services and supports to be provided to people.
	Develop a new congregate, community-based, DT&H program <ul style="list-style-type: none">■ Provide a summary of the needs for services and supports as identified within the CSSPs and the CSSP Addendums■ Provide a summary of the proposed services and supports to be provided to people
IF SO	Develop a new DT&H program satellite facility <ul style="list-style-type: none">■ Provide a summary of need■ Provide the number of people that will be served

CONTINUED ON NEXT PAGE

IF SO	Increase DHS licensed DT&H program facility capacity (e.g., increase the number of people with developmental disabilities who receive DT&H services within the day-service provider's facility) ■ Provide a summary of need, the number of people that will be served
	Increase the number of service days providing DT&H services (not to exceed 23 days a month)
IF SO	Change the location of the DT&H service-provider facility/site ■ Provide the present and future addresses ■ Provide the increases in primary, usable square footage within the new facility(s) for the purpose of increasing the number of people with developmental disabilities who receive DT&H services.
IF SO	Change the fundamental DT&H program/services provided to people ■ Provide a summary of the proposed services and supports to be provided
	Change the DHS license to serve a different age group of people

Requirements

The lead agency must base the development of new DT&H services or the expansion and modification of existing DT&H services upon service needs identified in the Coordinated Services and Support Plan and Addendum (CSSP and CSSP Addendum) as required by [Minn. Stat. §256B.092, subd. 1b](#).

Do all the people who either currently receive who will receive DT&H services have a current CSSP and CSSP Addendum that meets the statutory requirements?	Yes	No
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Changes

In column A, list the current license conditions. In column B, list any proposed changes. If you do not request a change in column B, write N/A.

CHANGES	COLUMN A (CURRENTLY)	COLUMN B (PROPOSED)
No more than this number of persons can be served on site at any one time.		
Age of persons served (as stated on License)		

County board comments and approval

The county/tribal board supports the need for changes to the programs or services as described in this application and recommends approval of this application.

SIGNATURE OF COUNTY BOARD CHAIRPERSON OR DESIGNATED REPRESENTATIVE	DATE OF COUNTY/TRIBAL BOARD ACTION
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Additional requirements

Please answer the following items (If the items are not relevant to this application, write N/A).

1. Please describe how the lead agency's proposed DT&H services determination of need request application is related to the service needs identified in the lead agency's:
 - A. Community health and human services plan
 - B. Community social services administration (CSSA) plan
 - C. Lead agency needs determination/gaps analysis reporting
 - D. CSSPs and CSSP Addendums for people with developmental disabilities.

2. If the lead agency's proposed request increases or expands the size and use of DT&H services, describe the home and community-based services and supports that were considered and ruled out as viable alternative options to DT&H services, and why.

3. Please describe how your lead agency provided information about informed choice and viable/alternative service and support options to DT&H services.

4. If the lead agency's proposed request increases or expands the size and use of DT&H services, describe the home and community-based services and supports that could be used as viable alternative options to DT&H services in the future.

5. Please describe how the lead agency’s proposed request ensures that current and prospective people receiving DT&H services and supports will have all of the following:

A. Individualized services and supports that meet their needs and preferences

B. Individualized opportunities to seek competitive employment and work at competitively paying jobs in the community with people without disabilities and with or without support services

C. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities.

6. The lead agency assures the DT&H service provider has policies and practices that protect and support:

A. The right to privacy, dignity and respect?	Yes	No
B. Personal autonomy, independence and control of resources?	Yes	No
C. Accessibility and freedom from restraint?	Yes	No
D. Individualized services and supports that meet people’s needs and preferences?	Yes	No
E. Individualized opportunities to seek competitive employment, and work at competitively paying jobs in the community with people without disabilities and with or without support services?	Yes	No
F. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities?	Yes	No

What if I have questions?

If you have questions, or need help, please contact the DSD Response Center via email DSD.ResponseCenter@state.mn.us (preferred) or by phone at 651-431-4300 or 866-267-7655.

To send via U.S. mail, write to:

Minnesota Department of Human Services, Community Supports Administration
Disability Services Division, ATTN: DSD Response Center
PO Box 64967
St. Paul, MN 55164-0967

How do I submit this application?

Use the submit button below to email this complete form to DHS. If applicable, remember to attach your documentation to the email before you send it.