



Board of Commissioners Agenda

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

May 3, 2022 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of May 3, 2022 is Presented for Approval** [2022-215](#)
Sponsors: County Manager's Office
Approve the agenda of May 3, 2022.
2. **Minutes from April 26, 2022 are Presented for Approval** [2022-216](#)
Sponsors: County Manager's Office
Approve the April 26, 2022 Minutes.

PROCLAMATION

3. **Proclamation: Correctional Officers Week** [2022-237](#)
Sponsors: Sheriff's Office, Community Corrections
4. **Proclamation: American Indian Heritage Month** [2022-184](#)
Sponsors: County Manager's Office

ADMINISTRATIVE ITEMS

5. **Terms of Collective Bargaining Agreement with International Union of Operating Engineers Local 49 for the Years 2022, 2023 and 2024** [2022-240](#)
Sponsors: Human Resources
 1. Approve the terms of collective bargaining agreement with International Union of Operating Engineers Local 49 for the years 2022, 2023 and 2024.
 2. Authorize the Chair and the County Manager to execute the agreement incorporating the terms and conditions.
6. **Amended Joint Powers Agreement with the City of Maplewood for Co-responder Pilot Program** [2022-230](#)

Sponsors: Social Services

1. Approve the Amended Joint Powers Agreement with the city of Maplewood to govern data sharing in the operation and evaluation of the Co-Responder Pilot Program, to be effective on date of final execution through May 3, 2027.
2. Authorize the Chair and Chief Clerk to execute the Amended Joint Powers Agreement.

7. Grant Award from the Minnesota Department of Public Safety for American Rescue Plan Act Survivor Support and Prevention Services [2022-241](#)

Sponsors: Public Health

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services in the amount of \$510,000 for American Rescue Plan Act survivor support and prevention services.
2. Accept a grant award from and approve a grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for American Rescue Plan Act survivor support and prevention services for the period of execution through March 31, 2023, in the amount of \$510,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

8. Grant Agreement with the Office of the Minnesota Secretary of State for Help America Vote Act Grants Program for Elections-related Cybersecurity Improvements [2022-206](#)

Sponsors: Information Services

1. Ratify the submittal of the grant application to Office of the Minnesota Secretary of State in the amount of \$142,589 for Help America Vote Act Grants Program for elections-related cybersecurity improvements.
2. Accept a grant award from and approve a grant agreement with the Office of the Minnesota Secretary of State for Help America Vote Act Grants Program for elections-related cybersecurity improvements for the period of execution through March 23, 2027 in the amount of \$142,589.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

9. 2022 Special Board of Appeal and Equalization [2022-238](#)

Sponsors: County Assessor's Office

1. Appoint the Special Board members and designated chairs, to conduct the 2022 Ramsey County Special Board of Appeal and Equalization, as needed, on meeting days June 13, 2022 through June 24, 2022 (excluding Saturday):
 - Jan Rapheal - District 1
 - Mitch Corbin - District 2
 - Jeanette Jones - District 3
 - Artika Tyner - District 3
 - Susan Gilmer- District 4

- Ron Stevens (Chair) - District 5
 - Paul Ellis - District 6
 - Joy Erickson (Chair) - District 7
 - John Mascari - County Manager appointed
 - Patty Lammers - County Manager appointed
2. Approve the Procedural Rules to be adhered to by the 2022 Ramsey County Special Board of Appeal and Equalization.
 3. Approve the Code of Ethics and Conduct Guidelines to be adhered to by the 2022 Ramsey County Special Board of Appeal and Equalization.
 4. Authorize the County Manager to approve the payment of expenses for the 2022 Ramsey County Special Board of Appeal and Equalization and expenses for training for 2023 Ramsey County Special Board of Appeal and Equalization members as required by Minnesota Statute.

10. Sheriff's Office Reports on 2021 Civil Asset Forfeiture Funds[2022-200](#)

Sponsors: Sheriff's Office

Accept the Sheriff's Office Reports on Civil Asset Forfeitures for 2021 Activity.

11. County Attorney Report on 2021 Civil Asset Forfeiture Funds[2022-236](#)

Sponsors: County Attorney's Office

Accept the County Attorney Report on Civil Asset Forfeitures for County Attorney 2021 Activity.

12. American Rescue Plan Act Funding Request for Additional Administrative Items[2022-168](#)

Sponsors: Finance

1. Allocate up to \$5,000,000 of American Rescue Plan Act funds for employee recognition payments included in bargaining agreements.
2. Allocate up to \$2,200,000 of American Rescue Plan Act funds for furniture, equipment and technology beyond what the county provides for at alternate worksites for hybrid and mobile workers.
3. Create a project account for the \$20,150,000 of American Rescue Plan Act funds included in the 2022-23 budget.
4. Authorize the County Manager to accept \$53,446,701 from the US Treasury Local Government American Rescue Plan Act funds.

LEGISLATIVE UPDATE**COUNTY CONNECTIONS****OUTSIDE BOARD AND COMMITTEE REPORTS****BOARD CHAIR UPDATE****ADJOURNMENT**

Following County Board Meeting:

10:30 a.m.: Safety and Justice Service Team Committee of the Whole - Emergency Communications
Capital Project Funding
Council Chambers - Courthouse Room 300

Advance Notice:

May 10, 2022 County board meeting – Council Chambers
May 17, 2022 County board meeting – Council Chambers
May 24, 2022 County board meeting – Council Chambers
May 31, 2022 No county board meeting – 5th Tuesday



Board of Commissioners

Request for Board Action

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

Item Number: 2022-215

Meeting Date: 5/3/2022

Sponsor: County Manager's Office

Title

Agenda of May 3, 2022 is Presented for Approval

Recommendation

Approve the agenda of May 3, 2022.



Board of Commissioners

Request for Board Action

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

Item Number: 2022-216

Meeting Date: 5/3/2022

Sponsor: County Manager's Office

Title

Minutes from April 26, 2022 are Presented for Approval

Recommendation

Approve the April 26, 2022 Minutes.

Attachments

1. April 26, 2022 Minutes

April 26, 2022 - 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: Carter, Frethem, McDonough, McGuire, Ortega, Reinhardt, and Chair MatasCastillo. Also present were Ryan O'Connor, County Manager, and Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner Carter.

1. Agenda of April 26, 2022 is Presented for Approval [2022-213](#)

Sponsors: County Manager's Office

Approve the agenda of April 26, 2022.

Motion by Reinhardt, seconded by McGuire. Motion passed.

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

2. Minutes from April 19, 2022 are Presented for Approval [2022-214](#)

Sponsors: County Manager's Office

Approve the April 19, 2022 Minutes.

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

PROCLAMATION

3. Proclamation: Administrative Professionals Week [2022-183](#)

Sponsors: Human Resources

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

PRESENTATION OF AWARD

4. Presentation: Ramsey County Employee Achievement Award for Tara Storey, Lake Owasso Residence [2022-226](#)

Sponsors: Human Resources

None. For information and discussion only.

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

ADMINISTRATIVE ITEMS

5. Contract with Jobs Foundation for Electronic Waste Collection and Recycling [2022-166](#)

Sponsors: Public Health, Workforce Solutions

1. Approve the selection of and the contract with Jobs Foundation, doing business as (DBA) Tech Dump & Tech Discounts, 860 Vandalia Street, Saint Paul, Minnesota 55114, for electronic waste collection and recycling for the period May 1, 2022 through December 31, 2022, and may be renewed for up to three additional one year period(s) through December 31, 2025, as a rate setting agreement.
2. Authorize the Chair and Chief Clerk to execute the contract.
3. Authorize the County Manager to execute amendments to the contract in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by Carter, seconded by Frethem. Motion passed.

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

Resolution: [B2022-104](#)

6. Grant Award from the Minnesota Department of Human Services for the Expansion and Enhancement of a Continuum of Care for Opioid-related Substance Use Disorders [2022-235](#)

Sponsors: Public Health

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services in the amount of \$509,684 for the expansion and enhancement of a continuum of care for opioid-related substance use disorders.
2. Accept a grant award from and approve a grant agreement with Minnesota Department of Human Services for the expansion and enhancement of a continuum of care for opioid-related substance use disorders for the period upon execution through June 30, 2023 in the amount of \$509,684.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by Carter, seconded by Frethem. Motion passed.

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

Resolution: [B2022-105](#)

7. Agreement with the Rice Creek Watershed District for Access and Maintenance of the Long Lake Sediment Basin in the Rice Creek Regional Trail Corridor [2022-231](#)

Sponsors: Parks & Recreation

1. Approve the agreement with the Rice Creek Watershed District for access and maintenance of the Long Lake Sediment Basin in the Rice Creek Regional Trail corridor from April 26, 2022 thru April of 2042.
2. Authorize the Chair and Chief Clerk to execute the agreement.

Motion by Carter, seconded by Frethem. Motion passed.

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

Resolution: [B2022-106](#)

8. 2022 Unified Local Youth Plan for the Workforce Innovation and Opportunity Act Youth and Minnesota Youth Program. [2022-193](#)

Sponsors: Workforce Solutions

1. Approve the submission of the 2022 Unified Local Youth Plan for the Workforce Innovation and Opportunity Act Youth and Minnesota Youth Program.
2. Authorize the County Manager to apply for and accept youth program funds once funds become available from the Minnesota Department of Employment and Economic Development.
3. Authorize the County Manager to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to make temporary cash loans, as needed, from the County General Fund to Workforce Solutions to cover program expenses until federal and state youth program funds are received, with repayment to be made upon receipt of the funds.

Motion by Carter, seconded by Frethem. Motion passed.

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

Resolution: [B2022-107](#)

9. Rescind Indemnification of Ramsey County Agricultural Society [2022-232](#)

Sponsors: Property Management

Rescind Ramsey County Board Resolution 78-744 whereby Ramsey County agreed to defend and indemnify against tort liability the President, Vice President, Secretary-Treasurer and the other eleven persons who compose the Board of Directors of the Ramsey County Agricultural Society, along with the sixty-seven voluntary members of the Society.

Motion by Carter, seconded by Frethem. Motion passed.

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

Resolution: [B2022-108](#)

10. Terms of Collective Bargaining Agreement with Law Enforcement Labor Services #184 Sheriff Commanders for the Years 2022, 2023 and 2024 [2022-228](#)

Sponsors: Human Resources

1. Approve the terms of collective bargaining agreement with Law Enforcement Labor Services #184 Sheriff Commanders for the years 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreement incorporating the terms and conditions.

Motion by Carter, seconded by Frethem. Motion passed.

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

Resolution: [B2022-109](#)

11. Terms of Collective Bargaining Agreement with Law Enforcement Labor Services #423 Sheriff Deputy Sergeant for the Years 2022, 2023 and 2024 [2022-229](#)

Sponsors: Human Resources

1. Approve the terms of collective bargaining agreement with Law Enforcement Labor Services #423 Sheriff Deputy Sergeant for the years 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreement incorporating the terms and conditions.

Motion by Carter, seconded by Frethem. Motion passed.

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

Resolution: [B2022-110](#)

- 12.** Personnel Complement Increase in Human Resources Department for Talent Acquisition Unit [2022-234](#)

Sponsors: Human Resources

Approve an increase in the personnel complement of the Human Resources department by 3.0 full time equivalent classified, unrepresented Human Resources/Talent Acquisition Specialist positions for the Talent Acquisition unit.

Motion by Carter, seconded by Frethem. Motion passed.

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

Resolution: [B2022-111](#)

POLICY ITEM

- 13.** Presentation: Housing Stability Project Update [2022-115](#)

Sponsors: Housing Stability

None. For information and discussion only.

Presented by Jennifer O'Rourke - Director of Government Relations, and Keith Latimore, Director of Housing Stability. Discussion can be found on archived video.

LEGISLATIVE UPDATE

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

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair MatasCastillo declared the meeting adjourned at 10:14 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2022-237

Meeting Date: 5/3/2022

Sponsor: Sheriff's Office
Community Corrections

Title
Proclamation: Correctional Officers Week

Attachments
1. Proclamation

Proclamation

WHEREAS, Since 1984 the United States has recognized the first full week in May as “National Correctional Officers and Employees Week”; and

WHEREAS, Ramsey County employs over 300 full-time and intermittent Correctional Officers, Sergeants, Lieutenants, Captains, and support staff through both the Sheriff’s Office and Community Corrections Department; and

WHEREAS, Ramsey County Correctional Officers are skilled and professional individuals who serve 24 hours a day, 365 days a year to safely, securely, and humanely house inmates within the county, often in the face of violence and danger; and


WHEREAS, Last year, Ramsey County Correctional Officers safely and efficiently managed thousands of inmates at the Adult Detention Center and Correctional Facility; and

WHEREAS, In 2021, Correctional Officers continued to make the ultimate sacrifice as victims of inmate violence, medical conditions, and COVID-19 illness acquired while on duty; and

WHEREAS, while continuing to carry the significant professional and personal burden brought by the pandemic, Ramsey County Correctional Officers remain committed to their duty to keep the inmates, staff, and community safe, no matter the threat; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares May 1 - 7, 2022 as Correctional Officers Week in Ramsey County in honor of the dedicated professionals who safeguard the County’s inmate populations; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners encourages all residents in the community to pay tribute to the Correctional Officers in Ramsey County for the essential public service they provide.


Trista MatasCastillo, Board Chair, District 3



Nicole Frethem, Commissioner, District 1



Mary Jo McGuire, Commissioner, District 2


Toni Carter, Commissioner, District 4


Rafael E. Ortega, Commissioner, District 5


Jim McDonough, Commissioner, District 6


Victoria Reinhardt, Commissioner, District 7


Ryan T. O'Connor, County Manager



Board of Commissioners

Request for Board Action

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

Item Number: 2022-184

Meeting Date: 5/3/2022

Sponsor: County Manager's Office

Title

Proclamation: American Indian Heritage Month

Attachments

1. Proclamation

Proclamation

WHEREAS, American Indian Heritage Month is celebrated every year in the month of May to recognize American Indian cultures, contributions, history, traditions, art and land; and

WHEREAS, Ramsey County recognizes that American Indian Month as an important time to celebrate the rich and diverse cultures, traditions, and histories and to acknowledge the important contributions of American Indian people; and

WHEREAS, It is also an opportune time to educate the general public about its vibrant urban community and tribes, raise a general awareness about the unique challenges American Indian people have faced both historically and in the present, and the ways in which tribal citizens have worked to conquer these challenges; and

WHEREAS, The land in present day known as Ramsey County is located on the ancestral and contemporary lands of American Indian people, and home to the American Indian people of Turtle Island since time immemorial, and without whom, the building of this county would not have been possible and holds great historical, spiritual and personal significance for its original stewards; and

WHEREAS, The name Ramsey County uncovers the truths and long-standing impact, harm, genocide and racism, at the direction of Governor Ramsey to forcefully remove the area's American Indian residents from their homelands, including the declaration that "the Sioux Indians of Minnesota must be exterminated or driven forever beyond the borders of the state," which led to the lynching of 38 Dakota men in Mankato on December 26, 1862; and

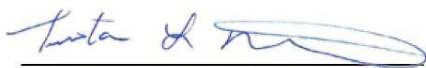
WHEREAS, Ramsey County strives to eliminate systemic racism towards American Indian people and seeks to promote practices and policies that honor the state's American Indian roots, history and contributions, and reflect the experiences of American Indian people, to ensure greater access and opportunity; and

WHEREAS, American Indian people have made essential contributions to the landscape of Minnesota and Ramsey County, including, intrinsic traditional knowledge, experience, labor, technology, science, philosophy, industry, arts, as well as their cultural belief system that stipulates American Indian people as protectors and stewards of our natural environment for the benefit of all; and

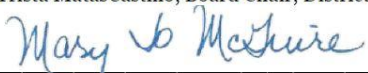
WHEREAS, We recognize and honor the treaties made by the tribal nations and the United States Government that entitle non-Native people to live and work on traditional Native lands; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares May 2022 as American Indian Heritage Month in Ramsey County in order to promote appreciation, healing, reconciliation, understanding, friendship and continued partnerships with the American Indian community; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners encourages all residents in the community to honor and celebrate the many American Indian Minnesotans and Ramsey County residents that remind us daily of our rich American Indian heritage.



Trista MatasCastillo, Board Chair, District 3



Mary Jo McGuire, Commissioner, District 2



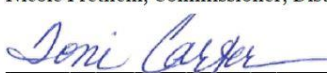
Rafael E. Ortega, Commissioner, District 5



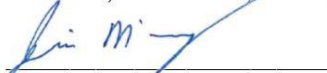
Victoria Reinhardt, Commissioner, District 7




Nicole Frethem, Commissioner, District 1



Toni Carter, Commissioner, District 4



Jim McDonough, Commissioner, District 6



Ryan T. O'Connor, County Manager

Item Number: 2022-240

Meeting Date: 5/3/2022

Sponsor: Human Resources

Title

Terms of Collective Bargaining Agreement with International Union of Operating Engineers Local 49 for the Years 2022, 2023 and 2024

Recommendation

1. Approve the terms of collective bargaining agreement with International Union of Operating Engineers Local 49 for the years 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreement incorporating the terms and conditions.

Background and Rationale

Collective bargaining with the International Union of Operating Engineers Local 49 bargaining unit has resulted in a tentative agreement for a three-year contract for the years 2022, 2023 and 2024. This bargaining unit represents fifty-seven employees who work in the Public Works department.

The current agreement expired December 31, 2021 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process. The settlement was reached between the parties on March 29, 2022 and was ratified by the members on April 13, 2022. There were ample opportunities to address the interests of both union and management. The proposed settlement addresses the important interests of affected employee and the county while honoring the fiscal limitation expressed by the Ramsey County Board.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

With approximately 4,332 employees employed by Ramsey County, 40% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 63%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide the numerous resident facing services to the residents of Ramsey County and promote the county's vision, mission and goals.

Community Participation Level and Impact

This action is strictly operational and internal facing. The union completed a vote to ratify the agreement pursuant to the internal union process. This agreement is the result of a traditional negotiation process in which the county and the union meet to resolve identified issues using both a collaborative and productive approach.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Sufficient funds are available in the Ramsey County's 2022-23 operating budget.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. IUOE Local 49, 2022-2024 Tentative Agreement

International Union of Operating Engineers, Local 49

Total Tentative Agreement List for 2022-2024

TA Reached 03/29/22

DURATION

This Agreement shall be effective as of the first day of January 2022, and shall remain in full force and effect until the last day of December 2024.

WAGES

2022:

- 1.50% general wage increase and retroactive to the first full pay period following January 1, 2022.
- Employees shall progress through the wage schedule per the applicable salary plan in 2022.

2023:

- 2.25% general wage increase effective the first full pay period following January 1, 2023.
- Effective January 1, 2023, all salary plans containing wage rates that require five (5) or more years between progression shall reduce the progression by one (1) year, not to result in less than four (4) years between wage rates. No change to wage rates that require less than five (5) years between progression.
- Employees shall progress through the wage schedule per the applicable salary plan in 2023.

2024:

- 1.50% general wage increase effective the first full pay period following January 1, 2024 and a 1.50% general wage increase effective the first full pay period following July 1, 2024.
- Market adjustment to step 2 of all salary ranges effective the first full pay period following January 1, 2024.
- Employees shall progress through the wage schedule per the applicable salary plan in 2024.

MEDICAL INSURANCE

2022:

- Single – Effective January 1, 2022, split total premium 92% ER / 8% EE. Employer will subsidize the employee’s portion of the single insurance monthly contribution by \$3.00 per month for 2022.
- Family – Effective January 1, 2022, split total premium 75% ER / 25% EE. Employer will subsidize the employee’s portion of the family insurance monthly contribution by \$32.01 per month for 2022.

Coverage	Total Premium	Split	ER/EE	Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	\$1,012.17	92% ER / 8% EE	\$931.20/\$80.97	\$3.00	\$77.97/mo	\$934.20/mo
Family	\$2,412.21	75% ER / 25% EE	\$1,809.16/\$603.05	\$32.01	\$571.05/mo	\$1,841.16/mo

2023:

- Single – Effective January 1, 2023, split total premium 92% ER / 8% EE. Employer will subsidize the employee’s portion of the single insurance monthly contribution by \$6.00 per month for 2023.
- Family – Effective January 1, 2023, split total premium 75% ER / 25% EE. Employer will subsidize the employee’s portion of the family insurance monthly contribution by \$47.00 per month for 2023.
- In no case will the subsidies to the employee’s 2023 single or family insurance contributions result in the employee 2023 contribution being less than what the employee paid in 2022.

Coverage	Total Premium	Split	ER/EE	Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	TBD	92% ER / 8% EE	TBD	\$6.00	TBD	TBD
Family	TBD	75% ER / 25% EE	TBD	\$47.00	TBD	TBD

2024:

Re-opener to address medical insurance for 2024.

DENTAL INSURANCE

2022:

- Single – Effective January 1, 2022, split total premium 50% ER / 50% EE.
- Family – Effective January 1, 2022, split total premium 50% ER / 50% EE.

Coverage	Total Premium	Split	Employee Contribution	Employer Contribution
Single	\$44.68	50% ER / 50% EE	\$22.34/mo	\$22.34/mo
Family	\$99.59	50% ER / 50% EE	\$49.80/mo	\$49.80/mo

2023:

- Single – Effective January 1, 2023, split total premium 50% ER / 50% EE.
- Family – Effective January 1, 2023, split total premium 50% ER / 50% EE.

Coverage	Total Premium	Split	Employee Contribution	Employer Contribution
Single	TBD	50% ER / 50% EE	TBD	TBD
Family	TBD	50% ER / 50% EE	TBD	TBD

2024:

Re-opener to address dental insurance for 2024.

RETIREE INSURANCE CONTRIBUTIONS

Regular Retiree Minimum Payment increase of \$10 effective January 1, 2022:

- **Single** – No less than \$75/month
- **Family** – No less than \$150/month

OTHER ECONOMIC ITEMS

One-Time Lump Sum Pandemic Recognition – Article 13

- One-time, lump sum payment of \$1,000 to employees who have been required to work on-site and provide direct in-person services/care throughout the ongoing pandemic as determined by the employer, to be paid the first full pay period following Board approval.
- One-time, lump sum payment of \$500 to all other employees who were not required to work in-person or provide in-person services/care throughout the ongoing pandemic and have had the option to work from home, as determined by the employer, to be paid the first full pay period following Board approval.

- These lump sum payments set no precedent or guarantee of future lump sum payments for same or similar purpose and reference to these lump sum payments shall be removed from future contracts.
- Upon agreement and County Board ratification, the Employer will notify the union representative of the paycheck in which the pandemic pay will be paid and include the date by which employees may adjust tax withholdings prior to the payment date and following the payment date.

Juneteenth and Floating Holidays – Articles 9.1, 9.2, 9.3, 9.4

- Effective 01/01/2022, add Juneteenth as a county recognized holiday on June 19, within the existing twelve (12) paid holidays
- One floating holiday is exchanged for the recognition of the Juneteenth holiday
- The remaining floating holiday will be modified from an accrual over the course of a year to be provided in whole eight (8) hours for full time employees provided annually.
- The floating holiday will be loaded annually the FFPP following the pay period that includes June 30th in which vacation and floating holiday capping occurs.

Maximum Annual Vacation Accrual – Articles 10.2, 10.5

- Increase maximum annual vacation accrual from 2 times to 2.5 times the annual accrual and reduce to a one-time per year capping date starting in 2022. Capping and effective date is on or about June 30th each year.

OTHER LANGUAGE ITEMS

Recognition – Article 2

- Moving articles from Article 2 for clarity, no substantive changes to language
 - Move Article 2.5 to Article 6 Seniority
 - Move Article 2.6 to Article 13.6 Salary Rates
 - Move Article 2.7 to Article 13.6 Salary Rates
 - Move Article 2.8 to Article 6 Seniority

Work Schedules-Premium Pay – Article 7.5

- Clarification of language in Article 7.5 regarding breaks, no substantive changes to language

Vacation – Article 10.1

- Modify language to allow newly hired employees on probation to use accrued vacation with Director approval

Worker’s Comp – Article 11.4

- Clarification of language and removal of gender-based pronouns, no substantive change to language

Bereavement Leave – Article 11.5

- Expand the use of bereavement leave to include non-traditional family arrangements for clarity and inclusivity.

Wages – Article 13.6

- Clarification of language regarding licenses, endorsements, and certifications required by a position

Deferred Compensation – Article 13.11

- Revise language to Deferred Compensation that clarify County contributions to vendor in the event of employees contributing to more than one vendor source.

Tuition Reimbursement – Article 14.1

- Revise Article 14.1 tuition reimbursement language to align with expansion of County-wide policy, no change to reimbursement amounts.

MEMORANDA OF AGREEMENT

- i. Summer Laborers – **Renew**
- ii. Equipment Classification System – **Revised**

- iii. Central Pension Fund – **Revised**
- iv. Retention of Sick Leave Bank – **Renew**
- v. ACA Contribution Standard – **Renew**
- vi. Vacation Advance – **Renew**
- vii. Additional Work Location – **Renew**
- viii. Alternate Work Schedule – **Revised**

Board of Commissioners

Request for Board Action

Item Number: 2022-230

Meeting Date: 5/3/2022

Sponsor: Social Services

Title

Amended Joint Powers Agreement with the City of Maplewood for Co-responder Pilot Program

Recommendation

1. Approve the Amended Joint Powers Agreement with the city of Maplewood to govern data sharing in the operation and evaluation of the Co-Responder Pilot Program, to be effective on date of final execution through May 3, 2027.
2. Authorize the Chair and Chief Clerk to execute the Amended Joint Powers Agreement.

Background and Rationale

In the fall of 2018, the Maplewood Public Safety Department created a Mental Health Outreach Team (MHOT). The purpose of this team is to provide a proactive approach committed to assisting residents in crisis while helping individuals and their families navigate the healthcare system. Ramsey County Social Services and MHOT proposed a pilot program that embedded a Mental Health Professional or Mental Health Practitioner classification within MHOT. Due to the success of the program and community need, another embedded social worker was recently added. One Full- Time Equivalent (FTE) position in the Mental Health Professional or Mental Health Practitioner classification is paid for by Ramsey County and the other by the city of Maplewood. This will not increase the personal complement in Social Services department. Social Services was able to use a current the position within the complement. Currently, the embedded workers provide short-term case management to help with stabilization and connect residents in need of mental health support with specialty services. In 2021, the Maplewood Police Department responded to 1,167 emergency calls where mental health was the primary issue. Officers responded to 502 calls for a person in crisis and 39 calls for suicides in progress.

MHOT was created based on data analysis that revealed the high number of mental health-related incidents the Maplewood police and fire departments respond to annually. In Ramsey County, Maplewood receives the second largest number of calls to police for mental health responses after Saint Paul. Nearly 700 incidents annually have a primary mental health component, and over 2,000 other calls have a high likelihood of a mental health component. Some residents' mental health issues result in multiple police interventions. In 2019, 16 individuals with mental health issues were involved in 150 Police Department contacts. MHOT includes five representatives from the Police Department and three representatives from the Fire Department. They have established program objectives, inclusion criteria, administrative/legal procedures, potential partnerships, referral and reporting mechanisms and training opportunities. The goals of the pilot program are:

- Reduce the amount of public safety resources needed to mitigate mental health and crisis-related incidents.
- Reduce the use of force and the number of adverse events.

The city of Maplewood and Ramsey County staff need to continue to share data to support individual and community health and wellness. The program exceeded initial expectations and further benefits are being assessed. Data sharing is governed by the Joint Powers Agreement between the two government entities.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Racially and ethnically diverse communities are overrepresented in the criminal justice system. Improving police responses to people with mental illness and creating opportunities for community-based treatment, including culturally specific options, will reduce the number of racially and ethnically diverse residents who are incarcerated when mental health treatment would be the appropriate response. The Ramsey County Crisis and Stabilization Units are committed to supporting the mental health wellness of residents through services and referrals for longer-term care.

Community Participation Level and Impact

The co-responder model was created in response to the community's request for increased mental health services and reduced negative consequences, specifically, fewer arrests during crises and fewer 911 calls for mental health-related interventions. The project enables a Ramsey County mental health worker, in collaboration with the Maplewood police and fire departments, to engage residents. Specific community participation activities include educating the community about the co-responder model through targeted community engagement activities, conducting focused conversations and listening sessions with community members most impacted by the co-responder model, and developing recommendations for shaping community-defined mental health services and indicators of wellbeing. The Co-responder Program should result in an increased level of trust of police and county systems and a sense of wellness in the community.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

No impact to the current operating budget as the Adult Mental Health Initiative grant fully funds a FTE (Mental Health Practitioner) and the second FTE worker will be fully funded by the city of Maplewood. The fiscal impact to Ramsey County for one FTE will not exceed \$125,000 annually.

County Manager Comments

No additional comments.

Last Previous Action

On February 2, 2021, the Ramsey County Board approved the Joint Powers Agreement between Ramsey County and the city of Maplewood to govern sharing data in the operation and evaluation of the Co-responder Pilot Program (Resolution B2021-029).

Attachments

1. Amended Joint Powers Agreement with the City of Maplewood

FIRST AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN RAMSEY COUNTY AND CITY OF MAPLEWOOD

This First Amendment to Joint Powers Agreement (“First Amendment”) is made and entered by and between RAMSEY COUNTY, a political subdivision of the State of Minnesota, through its Ramsey County Crisis Unit, 402 University Avenue East, Saint Paul, Minnesota 55130 (hereinafter “County”), and the City of Maplewood, a municipal corporation under the laws of the State of Minnesota, through its Public Safety Department, 1830 County Road B East, Maplewood, Minnesota 55109 (hereinafter “City”).

WHEREAS, County and City entered into a Joint Powers Agreement with an Effective Date of February 3, 2021 (the “Agreement”) to provide for placing a County mental health worker with City’s police department and the sharing of data related thereto by the Parties; and

WHEREAS, County and City wish to modify the Agreement in accordance with this First Amendment.

NOW, THEREFORE, County and City enter into this First Amendment to specify the modified terms and conditions of the Agreement.

In this First Amendment, deleted terms will be struck out and added terms will be underlined and bolded, except where described otherwise.

Section 1 of the Agreement is amended as follows:

1. CITY RESPONSIBILITIES

- 1.1. Share pertinent information that may support individual and community health and wellness (e.g. intervention outcomes, number of repeated 911 calls);
- 1.2. Allow RCC research analyst or data collecting equivalent access to necessary records to collect necessary data related to evaluating program effectiveness (e.g. numbers served, demographics, numbers referred to the County for Mental Health Targeted Case Management); ~~and~~
- 1.3. make information needed for program evaluation; **and**
- 1.4. **As provided in Section 7 of this Agreement, City will be responsible for reimbursing the County for the services of one (1) full-time mental health worker from RCC placed into MPSD for the duration of this Agreement.**

Section 7 of the Agreement is amended as follows:

7. COST

~~County and City each agree to bear their own costs incurred for the exchange of data under this Agreement, and that no payment is required by either County for City to the other Party.~~

- 7.1. That in consideration for County's performance of this Agreement, City agrees to reimburse County for the services of one (1) full-time mental health worker from RCC placed into MPSD for the duration of this Agreement. A full-time worker is typically scheduled for forty (40) hours of work per week.**
- 7.2. The annual amount responsible by City will not exceed the worker's annual salary and benefits (including but not limited to employee health insurance). The annual costs of the worker's salary and benefits may increase each year, but will not exceed \$125,000.00 in any given year.**
- 7.3. County will submit an invoice to City within fifteen (15) days of a quarter end for RCC mental health worker's salary and benefits. City will make the payment to County within thirty-five (35) calendar days after the date of receipt of the invoice and verification of the charges. The Parties may amend the costs and payments provision of this Agreement, pursuant to Section 10, to include a payment schedule that memorializes, including but not limited to, employee salary rates and benefits, invoicing and payment procedures.**

Payments to the County can be mailed to:

**Accounts Receivable
Ramsey County Health and Wellness Administrative Division
Suite 9200
160 East Kellogg Boulevard
St. Paul, MN 55101**

- 7.4. For all other costs incurred for the operation of this Program (including exchange of data under this Agreement), County and City each agree to bear their own such expenses and that no payment is required by either County or City to the other Party.**
- 7.5. The Parties may submit questions regarding the compensation process to the following:**

**RAMSEY COUNTY:
Crisis and Stabilization Manager**

402 University Avenue
St. Paul, MN 551103

CITY OF MAPLEWOOD:
Finance Director
1830 County Road B East
Maplewood, MN 55109

Section 11 of the Agreement is amended as follows:

11. TERM OF AGREEMENT

This Agreement is in effect when fully executed by both parties, and shall remain in effect ~~until terminated by either party~~ **for five (5) years from the Effective Date of First Amendment, subject to the right of either Party to terminate as set forth in Section 12.**

Except as modified in this First Amendment, the terms of the Agreement, and the BAA, and QSOA attached thereto shall remain in full force and effect.

WHEREFORE, this First Amendment is duly executed (the "Effective Date") on the last date written below.

[Rest of the page intentionally left blank, with signature page following]

RAMSEY COUNTY

Trista MatasCastillo, Chair
Ramsey County Board of Commissioners
Date: _____

Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners
Date: _____

Approved as to form and insurance:

Woo-Bockman,
SoYeon Digitally signed by Woo-
Bockman, SoYeon
Date: 2022.03.24 09:47:44 -0500

Assistant County Attorney
Date: _____

CITY OF MAPLEWOOD

DocuSigned by:
Marylee Abrams

05E4BC9FB1D8415...
Marylee Abrams, Mayor
Date: 2/16/2022 I 3:43 PM CST

DocuSigned by:
Melinda Coleman

EABB780834804FE...
Melinda Coleman, City Manager
Date: 2/16/2022 I 12:04 PM PST

Approved as to form and insurance:

DocuSigned by:
Ron Batty

D81F5E81BAD84EC...
City Attorney
Date: 2/16/2022 I 1:39 PM CST

Signature Request Form

Directions:

- Check the boxes below to indicate required signatures and action (notarize or seal)
- Upload document requiring signatures

Name of Agreement/Contract/Document * Amendment to JPA with Ramsey County to Add Social Worker to MHOT
*This name will be used to file the document in Laserfiche

Attach Document for Signatures * G5 Amendment to JPA with Ramsey County to Add Social Worker to MHOT.pdf 173.45KB

Pages where Intials/Signatures Req'd 3

Department/Division * Fire

Date Presented to Council	Agenda Report #	Recommended By
2/14/2022	G5	Michael Mondor

Signatures Req'd *

- Mayor
 City Manager
 City Clerk
 City Attorney
 Other

Other Required Actions

- Corporate Seal
 Notarize

External Signatures Required Yes

Special Instructions I will have to send to the county after execution as they will need to send it for board action for final execution.

Submitted By	Date
Michael Mondor	2/14/2022 03:05:47 PM

Certificate Of Completion

Envelope Id: C31BF94F6BAF4FE887ACF9B134BCE9DC	Status: Completed
Subject: Please DocuSign:Amendment to JPA with Ramsey County to Add Social Worker to MHOT	
Source Envelope:	
Document Pages: 4	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lois Knutson
Time Zone: (UTC-06:00) Central Time (US & Canada)	lois.knutson@maplewoodmn.gov
	IP Address: 199.249.109.79

Record Tracking

Status: Original 2/16/2022 1:30:37 PM	Holder: Lois Knutson lois.knutson@maplewoodmn.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Maplewood	Location: DocuSign

Signer Events

Marylee Abrams
marylee.abrams@maplewoodmn.gov
Mayor
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Marylee Abrams
05E4BC9FB1D8415...
Signature Adoption: Pre-selected Style
Using IP Address: 172.58.83.41

Timestamp

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Viewed: 2/16/2022 3:43:08 PM
Signed: 2/16/2022 3:43:27 PM

Electronic Record and Signature Disclosure:
Accepted: 2/16/2022 3:43:08 PM
ID: fe934d61-1020-412d-a512-ea1dd88b3013

Melinda Coleman
melinda.coleman@maplewoodmn.gov
City Manager
City of Maplewood
Security Level: Email, Account Authentication (None)

DocuSigned by:
Melinda Coleman
EABB780834604FE...
Signature Adoption: Pre-selected Style
Using IP Address: 76.17.153.117

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Signed: 2/16/2022 2:04:43 PM

Electronic Record and Signature Disclosure:
Accepted: 2/16/2022 2:04:30 PM
ID: 62f0b03f-cafd-41f7-b9cb-4836f1fe0761

Ron Batty
rbatty@kennedy-graven.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Ron Batty
D81F5E81BAD84EC...
Signature Adoption: Pre-selected Style
Using IP Address: 38.88.188.170

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Signed: 2/16/2022 1:39:10 PM

Electronic Record and Signature Disclosure:
Accepted: 2/16/2022 1:38:40 PM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/16/2022 1:33:32 PM
Certified Delivered	Security Checked	2/16/2022 1:38:40 PM
Signing Complete	Security Checked	2/16/2022 1:39:10 PM
Completed	Security Checked	2/16/2022 3:43:27 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Maplewood (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Maplewood:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mychal.fowlds@maplewoodmn.gov

To advise City of Maplewood of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at mychal.fowlds@maplewoodmn.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from City of Maplewood

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to mychal.fowlds@maplewoodmn.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Maplewood

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to mychal.fowlds@maplewoodmn.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify City of Maplewood as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Maplewood during the course of my relationship with you.

Item Number: 2022-241

Meeting Date: 5/3/2022

Sponsor: Public Health

Title

Grant Award from the Minnesota Department of Public Safety for American Rescue Plan Act Survivor Support and Prevention Services

Recommendation

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services in the amount of \$510,000 for American Rescue Plan Act survivor support and prevention services.
2. Accept a grant award from and approve a grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for American Rescue Plan Act survivor support and prevention services for the period of execution through March 31, 2023, in the amount of \$510,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

Public Health's Sexual Offense Services (SOS) program provides victims of sexual violence 24/7 crisis advocacy, ongoing individual advocacy, counseling and support, community awareness, information and education. SOS services have been provided in Ramsey County since 1976 and SOS provides services to approximately 1,100 victims of sexual violence, annually. These services include:

- Crisis intervention 24/7/365 through SOS crisis phone services.
- Short-term emotional support.
- Assistance in securing emergency services such as shelter, food, childcare, clothing and other necessities.
- Transportation as necessary and appropriate.
- Information and referral regarding criminal justice process, victim's rights, other victim service referrals including counseling options, Legal Advocacy for Victim service immigration services and other community organizations services.
- Assistance and accompaniment in obtaining emergency medical procedures 24/7/365 and any additional follow up information and referral.
- Assistance to survivors including any criminal justice system services including accompaniment during criminal justice events including law enforcement investigations, notification regarding criminal justice events and with victim impact statement needs.
- Assistance to survivors during civil, and/or family court activities and other legal matters.
- Assistance to survivors in filing victim compensation claims.
- Assistance to survivors in accessing human/social/family services.
- Assistance with interpretation, translation and culturally appropriate materials.
- Assistance with emergency shelter and housing services including transitional and relocation assistance.

- Follow up with victim survivors after initial contact and post any criminal justice events.

Public Health applied for a grant from the Minnesota Department of Public Safety for American Rescue Plan Act (ARPA) survivor support and prevention services. This grant supports victim survivors served by Public Health’s SOS program directly impacted by COVID-19. Ramsey County’s population has experienced a significant impact due to COVID-19. This financial impact has adversely affected victim survivors of sexual violence. Due to the COVID-19 pandemic, increased service delivery to victim survivors, including addressing financially impacted low-income and other disadvantaged communities, has been required. Public Health was awarded this grant, in the amount of \$510,000, for the period of upon execution through March 31, 2023.

This grant includes funding for direct financial support and meeting emerging or unmet needs. The intended services include providing clients gift cards for direct cash and food assistance, housing assistance and additional needs as identified by the community. The funding will also help ensure that services and programs are inclusive and provided through a racial and healthy equity lens. This grant will provide opportunities to expand services aimed at victim/survivors from Black/African American, African Born, Asian-Pacific Islander and Latino communities residing in traditionally underserved communities. This will be achieved by:

- Increasing capacity of SOS staff to meet the unmet needs of underserved victim/survivors.
- Expanding culturally responsive services (advocacy, referrals) to meet the needs of underserved victim/survivors.
- Creating strong, mutually beneficial collaborations with culturally specific community-based organizations (CBOs).
- Increasing financial stability of underserved victim/survivors adversely affected by COVID-19.

To accomplish this work, Public Health will use four previously approved limited duration positions throughout the term of the grant: three Sexual Violence Advocates and one Planner to guide and monitor the community support and community building needed both internally and externally to assist with the steps to healing and recovery from both COVID-19 and sexual violence. Limited duration positions that support COVID-19 related work currently expire at the end of 2022. Human Resources department will be bringing a request to the board in the fall of 2022 to extend the duration of those positions through 2023.

SOS has organizational experience bringing together underserved groups through the Sexual Assault Protocol Team (SAPT), a collaborative of professionals across multiple disciplines with a mission to coordinate and implement an interagency response to sexual assault victims which promotes consistency, respect, and cultural competency. SAPT has over 100 active members representing over 45 agencies including law enforcement jurisdictions, colleges and universities, hospitals and community clinics, state-wide agencies, and community agencies. SOS will leverage this 20+year collaboration to increase the cultural competency response to sexual violence through partnerships with culturally relevant CBOs and their participation in SAPT to make long term and sustainable impact on policies and practices.

The organizational experience of Public Health will also lead to the effectiveness of the proposed activities. Public Health has extensive experience engaging residents disproportionately impacted by COVID-19 including Black/African American, African Born, Asian-Pacific Islander and Latino populations. SOS will continue leveraging community relationships to ensure impacted communities will receive the necessary support and services and connect them with culturally specific services.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Public Health recognizes that sexual violence is supported by all forms of oppression. To address this, the goals, objectives and outcomes of SOS’s practices, structure and funding requests are centered to serve

residents who are more likely to be marginalized in society. The funding of this grant supports four limited duration positions that provide trauma-informed, culturally competent services and assistance with embedding into SOS equitable policies and procedures that are trauma-informed, culturally competent services to underserved communities in Ramsey County who have experienced sexual violence and have been disproportionately impacted by COVID-19.

Most primary victim survivors served by SOS are non-White. Racially and ethnically diverse communities experience sexual violence at higher rates than White populations as reflected in the National Crime Victimization Survey and data collected by SOS. The disproportionate rate of sexual violence in racially and ethnically diverse communities is compounded by existing racial health disparities such as higher rates of diabetes, hypertension, obesity, asthma, and heart disease. These health disparities are highest in immigrant and refugee populations in Minnesota, many of whom live in Ramsey County. With the high disparity of sexual violence in the Black communities, the SOS program also provides outreach to local clinics, community-based programs, and faith-based communities; these efforts are coordinated by the leadership of Public Health’s Black staff and program partners.

The SOS program recognizes the value of a culturally responsive approach and want to assist victims/survivors with a foundation of support. One of the ways is to always offer victim/survivors referrals to community culturally specific partner programs, including but not limited to: CLUES, ThinkSelf, MN Coalition Against Sexual Assault, Hmong American Partnership, Saint Paul Intervention Project, Tubman Family Alliance and U of M Community University Health Care Center.

SOS is determined to make sexual violence advocacy services accessible to victims/survivors with limited English proficiency as well as deaf and hard of hearing individuals. Four of six staff speak and write fluently in another language (Hmong, Spanish, Arabic) and several more volunteer advocates speak additional languages including Somali, Swahili, Mandarin, Cantonese, French, Portuguese and more. All employees and volunteers are trained on and access the Language Line as a tool to provide 24/7 translation services in over 240 languages.

In the last two years, SOS has engaged in multiple outreach activities with a diverse array of disciplines including multiple private and public schools, Public Health, Ramsey County Social Services, shelters for people experiencing homelessness, libraries, the National Guard, clinics and other community-based programs. In partnership with the Ramsey County Attorney’s Office, local law enforcement and medical providers, SOS helped train every new and current patrol officer in Ramsey County from all nine law enforcement agencies in 2019-2020. SOS is also a standing member of the Ramsey County Children’s Multidisciplinary Team, especially with cases where there is risk of sexual violence and exploitation, and the Ramsey County Adult Protection Multidisciplinary Team. Additionally, SOS supported the Minnesota Department of Human Services in developing statewide training for nursing homes and elderly care facilities in identifying signs of sexual violence, mitigating risks and supporting survivors.

Community Participation Level and Impact

SOS informs clients about and offers referrals to community culturally specific partner programs listed above. SOS has led and supported various community outreach events and campaigns including Start by Believing, an annual SOS Walk to Honor Survivors and Sexual Violence Action Program with Saint Paul Public Schools. Additional methods of outreach and community involvement include an online evaluation of services for clients, an ASKSOS email for community members and stakeholders to easily connect with SOS staff, and when fiscally able, SOS provides focus groups to seek input from both victims and survivors but also community stakeholders. SOS has one staff member dedicated to outreach to provide awareness and education regarding sexual violence and SOS services. Additionally, the Sexual Assault Protocol Team is a partnership with over 90 people participating from over 30 agencies.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

The program costs will be covered by grant funding through the Minnesota Department of Public Safety in the amount of \$510,000.

County Manager Comments

No additional comments.

Last Previous Action

On August 3, 2021, the Ramsey County Board of Commissioners approved the continuation of unclassified limited duration positions for the COVID-19 response as long as a 1) a business need exists to continue COVID response or recovery operations; 2) funding is available; and 3) not to exceed the end of 2022 (Resolution B2021-174).

Attachments

1. Grant Agreement with the Minnesota Department of Public Safety



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: ARPA Survivor Support and Prevention Grants 2022 Grant Contract Agreement No.: A-ARPS-2022-RAMS-SOS-00027
Grantee: Ramsey County-Sexual Offense Services (SOS) 555 Cedar Street St Paul, Minnesota 55101-2260	Grant Contract Agreement Term: Effective Date: 1/1/2022 Expiration Date: 3/31/2023
Grantee’s Authorized Representative: Emily Huemann, Program Supervisor Ramsey County-Sexual Offense Services (SOS) 555 Cedar Street St. Paul, Minnesota 55101-2260 (651) 266-1280 emily.huemann@ramseycounty.us	Grant Contract Agreement Amount: Original Agreement \$510,000.00 Matching Requirement \$0.00
State’s Authorized Representative: Kristine Kvols, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 815-2270 Kristine.Kvols@state.mn.us	Federal Funding: CFDA 21.027 FAIN: None State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved ARPA Survivor Support and Prevention Grants 2022 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the ARPA Survivor Support and Prevention Grants 2022 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-ARPS-2022-RAMS-SOS-00027 / 3-78639

Project No.(indicate N/A if not applicable): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State’s Authorized Representative

Organization: St Paul - Ramsey County Department of Public Health, Sexual Offense Services (SOS)

A-ARPS-2022-RAMS-SOS-00027

Budget Summary

ARPS: SOS Sexual Offense Services				
Budget Category		Award		
Personnel				
1 FTE Planning Specialist		\$71,324.00		
Payroll tax & fringe		\$95,570.00		
Three (3) Program Assistant		\$187,044.00		
Total		\$353,938.00		
Program Expenses				
Emerg Asst COVID		\$68,309.00		
Feedback Incentives		\$7,500.00		
Staff cell phones and computers		\$14,860.00		
Total		\$90,669.00		
Indirect Costs				
Adm Costs		\$35,393.00		
Total		\$35,393.00		
Other Expenses				
Community Events		\$6,000.00		
Total		\$6,000.00		
Contract Services				
Policy and Protocol incentives to culturally specific service providers		\$24,000.00		
Total		\$24,000.00		
Total		\$510,000.00		

Item Number: 2022-206

Meeting Date: 5/3/2022

Sponsor: Information Services

Title

Grant Agreement with the Office of the Minnesota Secretary of State for Help America Vote Act Grants Program for Elections-related Cybersecurity Improvements

Recommendation

1. Ratify the submittal of the grant application to Office of the Minnesota Secretary of State in the amount of \$142,589 for Help America Vote Act Grants Program for elections-related cybersecurity improvements.
2. Accept a grant award from and approve a grant agreement with the Office of the Minnesota Secretary of State for Help America Vote Act Grants Program for elections-related cybersecurity improvements for the period of execution through March 23, 2027 in the amount of \$142,589.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

During its 2021 1st Special Session, the Minnesota Legislature, Chapter 11, Article 1, Section 41, authorized the distribution of \$3 million from federal Help America Vote Act (HAVA) Grant Program appropriations as grants to political subdivisions. Per statute, these funds must be used to "improve accessibility," "implement security improvements for elections systems," and/or for "funding other activities to improve the security of elections."

Information Security team submitted an application to the Office of the Minnesota Secretary of State for Help America Vote Act Grants Program for elections-related cybersecurity improvements. As a result, Ramsey County was awarded \$142,589. The funds will be used to purchase products and services that increase the cybersecurity of elections related infrastructure by providing integrated monitoring of Ramsey County's internet facing addresses, including elections websites. Funding will be used to increase election information security. Phishing campaigns target election employees and election judges. The funding will be used to protect these accounts and mitigate actions taken by threat actors to compromise election related accounts promoting fairness and equity in the election process.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

Cybersecurity is an example of where our focus on improving the security of resident data has the greatest benefit in communities of greatest need for our county services. A disproportionate share of the personally identifiable data we house in county systems comes from these communities and a security breach therefore has a higher impact on residents in these communities.

Community Participation Level and Impact

Community participation is not requested as this solution will be integrated into the internal cybersecurity controls. The impact to the community will be that unintentionally exposed systems will be detected and mitigated, thereby reducing the attack surface of Ramsey County's footprint.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Ramsey County was awarded \$142,589. The HAVA Grants Program does not require Ramsey County to match any amount of funding to be eligible to receive the grant award amount.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. HAVA Grant Agreement

STATE OF MINNESOTA
2022 ELECTION SECURITY GRANT AGREEMENT

This Agreement (hereinafter "Agreement") is made between the State of Minnesota, (hereinafter, "State") acting through its Secretary of State, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299 ("State") and Ramsey County, 90 West Plato Blvd, Suite 160, St Paul, MN 55107, St. Paul, MN 55101 ("Grantee").

Recitals

- 1 Under Minnesota Laws 2021, First Special Session, Chapter 12, article 1, section 41, Grantor is authorized to distribute funds to political subdivisions for activities authorized by Public Law 115-141, Title V, Public Law 116-93, Title V, Laws 2019, First Special Session chapter 10, article 1, section 40, and Laws 2020, chapter 77, section 3, (hereinafter the "federal and state purposes"). Grantee is a political subdivision of the State and thus empowered to apply for the funds requested in this Agreement. Grantee submitted a grant application and State is empowered to enter into this grant.
- 2 Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State and in accordance with all federal and state laws authorizing this grant. Pursuant to Minn.Stat. §16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this grant.
- 3 Federal funds for this agreement are provided pursuant to grants from the United States Election Assistance Commission under the provisions cited in paragraph 1. State match funds are provided under the same provisions.
- 4 State is in need of assistance to improve election security and the administration of federal elections as provided for in the provisions cited in paragraph 1.
- 5 Grantee is responsible for the administration of elections in the area under their jurisdiction.

Agreement

1 Effectiveness of Agreement

1.1 Effective date: March 14, 2022, or the date all required signatures, including those required by Minnesota Statutes, § 16B.98, Subd. 5, have been affixed to the agreement by Grantee and State, whichever is later. Grantee agrees to use the funds provided under this agreement only for the authorized federal and state purposes. Grantee submitted, and State approved, a Grant Application, incorporated herein. Per Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully approved and executed, and Grantee has been notified by State's Authorized Representative that they are in compliance with the terms of this Agreement.

1.2 Expiration date: March 23, 2027, or until all funds have been expended.

1.3 Survival of Terms. The following clauses survive the fulfillment of this Agreement: 2,5. Reporting Requirements; 4. Consideration and Payment; 8. Liability; 9. Audits and Reports; 10. Government Data Practices; 12. Property and Casualty Insurance; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 Grantee's Duties

2.1 Activities. Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1) and will use all funds provided as a result of this Agreement for the authorized federal and state purposes, which are incorporated into this Agreement, and as further set forth in the Grant Application submitted by Grantee, incorporated herein, and attached hereto. The Chief Election Official of Grantee is responsible for fulfilling all requirements of

Grantee under this agreement.

2.2 Award. Grantee is hereby awarded \$ 142,588.89 for the federal and state purposes.

2.3 Expenditures. Grantee will expend the funds only for the federal and state purposes, except as set forth in paragraph 2.4 of this Agreement.

2.4 Municipalities. Grantee, if not a municipality, may work with municipalities within Grantee's jurisdiction to establish a system to reimburse municipalities for expenditures that are within the scope of this agreement. Grantee may establish additional restrictions on eligible expenditures, and may in its discretion establish a match requirement, cap or other limit on reimbursement, Grantee and municipalities must agree in advance on the expenditure to be made, and municipalities must demonstrate that the goods or services were performed and provide documentation to Grantee prior to receiving reimbursement. By accepting reimbursement, the municipality is subject to the terms set forth in paragraphs 9, 10, 13, and 14 of this Agreement as if it were the Grantee.

2.5 Reporting Requirements. Grantee shall report to the State as specified in this Agreement.

2.5.1 Progress Reporting. Grantee shall submit, each year, a financial reporting form to State utilizing the format identified by State, stating the amount spent from this grant by Grantee and any municipalities within the jurisdiction of the Grantee to whom Grantee has provided funds in the preceding federal fiscal year or in the first six months of the current federal fiscal year for the authorized federal and state purposes. Grantee shall also list all interest earned on these funds.

2.5.2 Other Requirements. Grantee must maintain financial records for each grant sufficient to satisfy audit standards or other reporting requirements and must transmit those records to the secretary of state upon request of the secretary of state. Grantee must also retain and hold for expenditures only on the federal and state purposes, all interest earned on these funds. Grantee agrees to hold State harmless and to pay any fines or penalties, should the expenditures of Grantee be found to be improper in an audit of any kind.

2.5.3 Evaluation. State shall have the authority to conduct an evaluation of the performance of Grantee.

2.5.4 Requirement Changes. State may modify or change all reporting forms at their discretion.

2.5.5 Special Requirements. The State reserves the right to append to the Agreement terms, at any time before all grant funds have been expended, special administrative requirements deemed necessary to assure Grantee's successful implementation. The State will notify the Grantee in writing of any special administrative requirements.

2.6 Accounting Requirements - Fiscal Control and Accounting Procedures.

Grantee's fiscal control and accounting procedures must be sufficient to:

- (a) Permit preparation of reports required by this Agreement,
- (b) Permit the tracing of funds to a level of expenditures adequate to determine that funds have not been used in violation of this agreement, and
- (c) Support accounting records through source documents, such as: cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements.

3 *Time*

Grantee must comply with all the time requirements described in this Agreement.

4 *Consideration and Payment*

4.1 Consideration. The State will make an award to Grantee under this Agreement as follows:

- (1) **Grant Award.** Grantee will be awarded the amount listed in paragraph 2.2 of this Agreement.
- (2) **Total Obligation.** The total obligation of State to Grantee under this Agreement will not exceed the amount listed in paragraph 2.2 of this Agreement.

4.2 Fiscal Requirements. Grantee shall report to the State as provided by paragraph 2.5 of this Agreement.

4.2.1 Financial Guidelines. Grantee's eligible expenditures under this Agreement must be specifically incurred by Grantee or by municipalities with a sub-agreement with Grantee. Grantee will report on all expenditures pertaining to this Agreement as provided in paragraph 2.5.

4.2.2 Records. Grantee must retain all financial records for a minimum of six (6) years after all funds have been expended, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been resolved between the Grantee and State, whichever is later, and comply with all other retention and access requirements for records provided in the jurisdiction's retention schedules. Grantee must cooperate with any audits related to the use of these funds conducted by the United States Election Assistance Commission, Office of the Inspector General, or its successor. In addition, Grantee must maintain records sufficient to report expenditures made during the term of this Agreement upon request of the State.

4.3 Payment Invoices. State will pay the grant amount to an account of Grantee within 30 days after the effective date of this Agreement.

4.4 Conditions.

- (1) Payments under this Agreement will be made from federal and state match funds appropriated by Minnesota Laws, First Special Session, Chapter 10, Article 1, section 40, and Minnesota Laws, 2020, Chapter 77, section 3. Grantee is responsible for compliance with all requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with statutory or Agreement requirements.
- (2) Grant funds must be used only to increase the funds that would, in the absence of this grant, be made available for the federal and state purposes.

5 *Satisfaction*

All duties required of and agreements or assurances provided by Grantee in this Agreement must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

6 *Authorized Representative*

State's Authorized Representative is David Maeda, Director of Elections, 180 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Boulevard, Saint Paul, MN 55155-1299, 651-556-0612, or his successor, and has the responsibility to monitor Grantee's performance and compliance with this Agreement.

Grantee's Authorized Representative is:

Christina Tvedten
Assistant Manager Election Services

121 7th Pl E, St Paul, MN 55101
St. Paul, MN 55101

Telephone Number: 651-266-8500

Email Address: christina.tvedten@co.ramsey.mn.us

Grant payment will be made to: **Ramsey County**

Federal ID Number: **41-6005875**

Grantee must be registered as a vendor in the SWIFT system, or must provide a W-9 form with this executed agreement, in order for State to register Grantee in the SWIFT system.

If Grantee's Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Agreement Complete

7.1 Assignment

Grantee shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of State, approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 Amendments

Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3 Waiver

If State fails to enforce any provision of this Agreement, that failure does not waive the provision or State's right to enforce it.

7.4 Agreement Complete

This Agreement contains all negotiations and agreements between State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8 Liability

Grantee must indemnify, save, and hold State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by State, arising from the expenditures of the funds provided by this Agreement by Grantee or Grantee's agents or employees. Grantee agrees to hold State harmless and to pay any fines or penalties, should the expenditures of Grantee be found to be improper in an audit of any kind.

9 Audits and Reports

Under Minnesota Statutes, § 16C.05, subd. 5, and 16B.98, subd. 8, Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the expenditure of all funds provided under this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee must cooperate with any audits related to the use of these funds conducted by the United States Election Assistance Commission, Office of the Inspector General, or its successor. In addition, Grantee must report expenditures made during the term of this Agreement upon request of the State, and must make the annual and semi-annual reports described in this agreement stating expenditures during the current or most recently ended periods as directed by State.

10 *Government Data Practices*

Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of Minnesota Statutes, § 13.08 apply to the release of the data referred to in this clause by either Grantee or State.

If Grantee receives a request to release the data referred to in this Clause, Grantee must immediately notify State. State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

11 *Workers' Compensation*

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 *Property and Casualty Insurance*

Grantee is required to maintain a property and casualty insurance policy covering "All Risk" (or equivalent) of direct physical loss or damage, including, but not limited to, the perils of transit (if applicable), theft, and flood for devices or systems acquired using funds granted under the Agreement. The insurance limit shall be equal to the replacement cost of any equipment purchased with funds from this grant. Any deductible shall be the sole responsibility of Grantee.

13 *Governing Law, Jurisdiction, and Venue*

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 *Data Disclosure*

Under Minnesota Statutes, § 270.66, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15 *Termination.*

State may immediately terminate this Agreement with or without cause, upon 30 days' written notice to Grantee. Grantee may terminate this agreement by returning all unexpended funds to State upon 30 days written notice to State. Reporting requirements will continue as necessary to complete reporting for the period in which the funds are returned. No partial return of funds is permitted under this agreement.

16 *Grantee Procurement*

Grantee certifies that it will use the procurement processes applicable in Grantee's jurisdiction in purchasing items or equipment with funds subject to this Agreement.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, §§ 16A.15 and 16C.05.

Signed: Clement Keen

Date: 3/17/2022

Agreement No. 208670/PO 3787

2. GRANTEE (County)

Grantee certifies that the appropriate person(s) have executed the Agreement t on behalf of Grantee as required by applicable resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE (Office of the Secretary of State)

By: [Signature]
(with delegated authority)

Title: Director of Elections

Date: 3/17/22

Distribution: Grantee
State's Authorized Representative

Item Number: 2022-238

Meeting Date: 5/3/2022

Sponsor: County Assessor's Office

Title

2022 Special Board of Appeal and Equalization

Recommendation

1. Appoint the Special Board members and designated chairs, to conduct the 2022 Ramsey County Special Board of Appeal and Equalization, as needed, on meeting days June 13, 2022 through June 24, 2022 (excluding Saturday):
 - Jan Rapheal - District 1
 - Mitch Corbin - District 2
 - Jeanette Jones - District 3
 - Artika Tyner - District 3
 - Susan Gilmer- District 4
 - Ron Stevens (Chair) - District 5
 - Paul Ellis - District 6
 - Joy Erickson (Chair) - District 7
 - John Mascari - County Manager appointed
 - Patty Lammers - County Manager appointed
2. Approve the Procedural Rules to be adhered to by the 2022 Ramsey County Special Board of Appeal and Equalization.
3. Approve the Code of Ethics and Conduct Guidelines to be adhered to by the 2022 Ramsey County Special Board of Appeal and Equalization.
4. Authorize the County Manager to approve the payment of expenses for the 2022 Ramsey County Special Board of Appeal and Equalization and expenses for training for 2023 Ramsey County Special Board of Appeal and Equalization members as required by Minnesota Statute.

Background and Rationale

The Ramsey County Assessor's Office estimates market value and determines property classification, striving to provide an accurate and equitable property assessment. Standards are established to ensure that Ramsey County property owners are provided easy access to the Ramsey County Special Board of Appeal and Equalization and simplified procedures for presenting appeals and receiving a fair, impartial hearing.

Minnesota Statutes, section 274.13, authorizes the Ramsey County Board to appoint 10 members to the Special Board of Appeal and Equalization annually. The members represent each of the seven commissioner districts, with two appointed by the Ramsey County board chair and two appointed by the Ramsey County Manager. As provided by Minnesota Statutes, section 274.14, the board must meet after the second Friday in June on at least one meeting day and may meet for up to ten consecutive meeting days. This Special Board would serve beginning June 13, 2022, and must conclude on or before June 24, 2022 (excluding Saturday). It will hear taxpayers' appeals of their 2022 market value or classification. These 2022 values and classifications will be utilized to calculate the 2023 property taxes.

There are no changes in the Code of Ethics and Conduct Guidelines from 2021. Language around holding the

2022 Special Board of Appeal and Equalization virtually due to COVID-19 concerns was left in for this year. If the meeting is held virtually, [Open Meeting Law \(Minnesota Statutes, Chapter 13D\)](https://www.revisor.mn.gov/statutes/cite/13D) <<https://www.revisor.mn.gov/statutes/cite/13D>> guidelines will be followed.

Under state law, the county must have one voting member who has completed a Board of Appeal and Equalization training course within the last four years. Three of the 10 appointed board members have completed this training.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

The County Assessor department strives to assess all properties fairly and equitably. The Special Board of Appeal and Equalization process reviews values and/or classifications to ensure they are correct and ensures that owners are not paying higher taxes than a property is worth, and as a result, reduces the financial burden. Language, racial or cultural issues can create barriers to access and/or understand the Special Board of Appeal and Equalization process, therefore more work may be needed to address those issues.

Community Participation Level and Impact

There is no community participation associated with this request for board action.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

The Special Board of Appeal and Equalization process is state mandated. Funds are included in the approved 2022 County Assessor budget. Each member is paid a daily fee for their service. The daily fee paid to members encourages participation by real estate professionals and helps them offset revenue lost while serving on the board. The expense for the 2022 meeting is estimated to be \$4,000.

County Manager Comments

No additional comments.

Last Previous Action

On May 4, 2021, the Ramsey County Board appointed ten Special Board members, approved the Procedural Rules and Code of Ethics and Conduct Guidelines, and authorized the County Manager to approve payment relating to the 2021 Special Board of Appeal and Equalization (Resolution B2021-096).

Attachments

1. 2022 Special Board of Appeal and Equalization Code of Conduct-Guidelines

2022 Special Board of Appeal and Equalization Members

DISTRICT 1
Nicole Joy Frethem

◆◆ Jan Rapheal
White Bear Lake, MN 55110

DISTRICT 2
Mary Jo McGuire

** Mitch Corbin
Roseville, MN 55113

DISTRICT 3
Trista MatasCastillo
2 appointments

◆◆ Jeanette Jones
Saint Paul, MN 55119

** Artika Tyner
Saint Paul, MN 55104

DISTRICT 4
Toni Carter

** Susan Gilmer
Saint Paul, MN 55105

DISTRICT 5
Rafael Ortega

◆◆ Ron Stevens *(Chair)
Saint Paul, MN 55107

DISTRICT 6
Jim McDonough, Chair

Paul Ellis
Saint Paul, MN 55106

DISTRICT 7
Victoria Reinhardt

◆◆ Joy Erickson *(Chair)
White Bear Lake, MN 55110

COUNTY MANAGER
Ryan O'Connor
2 appointments

John Mascari
Saint Paul, MN 55116

** Patty Lammers
Saint Paul, MN 55117

*Designated Chair

**New appointee

◆◆ Required Real Estate Professional

2022 Special Board of Appeal and Equalization Procedural Rules

1. The Ramsey County Special Board of Appeal and Equalization shall consist of at least ten members, with one member being recommended by each Commissioner and two members by the Chair and two members by the County Manager. All members must be residents of Ramsey County. At least one member must be a real estate appraiser, realtor or other real estate professional, familiar with property valuation in the county.
2. Two designated chairpersons shall be appointed by and serve at the pleasure of the Commissioners. A chairperson shall preside at all meetings of the Special Board and shall have duties and responsibilities as are normally attended upon that office. The Special Board shall be convened as panels of five members, including a designated chair each day. If volume of appeals dictates two separate panels, the panels may consist of only three members if required. The Ramsey County Assessor's office shall schedule panel members.
3. Regular meetings of the board shall be held as specified in Minnesota Statutes, section 274.14.
 - a. The Ramsey County Assessor's Office will mail an application form 1679 to interested persons, including a request for basic information concerning the property. If the property is income producing, the owner or owner representative must submit, at time of initial application, two years of income and expense information and a current rent roll.
 - b. Upon timely receipt (*by May 6th*) of a completed form 1679, the applicant will arrange with the Ramsey County Assessor's Office a time for the assessor to perform an interior inspection of the property. The owner or owner's representative must accompany the assessor on this inspection. If an interior inspection cannot be performed due to COVID-19 concerns, a phone review will be completed between the parties to discuss the property characteristics. The owner or owner's representative may need to supply interior photos if requested.
 - c. The Ramsey County Assessor's Office will complete an appraisal of the valuation of the property. The county's appraisal report will be written and will be made available to the applicant at least 48 hours prior to the hearing.
 - d. Applicant must provide copies to the Ramsey County Assessor of all documentation to be presented to the Special Board at least 48 hours prior to the scheduled hearing.
 - e. Upon receipt of the completed application and review of the property the Ramsey County Assessor's office will schedule a hearing at 20-30 minute intervals beginning the first day scheduled for the board.
 - f. If the total number of applicants appearing before the Special Board is below 150 then the following format will be utilized. Each residential applicant will be allowed 10 minutes to present any data or information relevant to the market value or tax classification of the subject property. The Ramsey County Assessor, or designee, will then be allowed up to 5 minutes to present any relevant information to support the market value or tax classification assigned by the assessor. The board shall have 5 minutes to make a decision. The board

chair shall have the authority to cast a tie-breaking vote should any deliberations result in a tie.

- g. Each commercial or apartment applicant will be allowed 15 minutes to present any data or information relevant to the market value or tax classification of the subject property. The Ramsey County Assessor, or designee, will then be allowed up to 10 minutes to present any relevant information to support the market value or tax classification assigned by the assessor. The board shall have 5 minutes to make a decision. The board chair shall have the authority to cast a tie-breaking vote should any deliberations result in a tie.
 - h. If the total number of applicants to the Special Board exceeds 150, then the County Board authorizes the Ramsey County Assessor to adjust the process to ensure all citizens' appeals can be heard in the statutory ten-day window. If modifications are made, they will be made in a fashion that ensures the process remains fair and transparent.
 - i. All deliberations are to be made immediately following the individual hearings and in full view and hearing of the public. The board will make its decisions based solely on information offered at the hearing and will conduct no independent fact-finding of its own relative to the value or classification of any parcel presented to the board for review.
 - j. The decisions of the Special Board should be made by motion, second, discussion and voice vote. The recording secretary will record the vote of each board member for each case heard by the Special Board. The recording secretary shall review said record with the Special Board each day to ensure accuracy.
- 4. All meetings and hearings conducted by the Special Board shall be conducted pursuant to the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D. All data presented relative to the valuation or classification of any parcel will be considered public data.
 - 5. Each member will be paid \$315 for the first day of service and an additional \$225 for each additional day of service. Each member will receive a minimum of \$315.
 - 6. All of the Special Board's legal questions, which arise from work performed, should be referred to the Ramsey County Attorney for appropriate response.
 - 7. The Ramsey County Assessor will be responsible for staffing and for the assembling of documentation for the appointees. The assessor shall provide an organizational orientation session for the appointees prior to beginning their work on June 13th. Examples of staffing responsibilities include, but are not limited to, the ten-day staffing and scheduling, the administering of an oath to the members, completing forms for compensation for the members and the training program.
 - 8. The Ramsey County Auditor shall appoint a non-voting member to serve as the recording secretary for the Special Board.
 - 9. The 2022 Ramsey County Special Board of Appeal and Equalization may be held virtually due to COVID-19 concerns. If the meeting is held virtually, [Open Meeting Law \(M.S. Chapter 13D\)](#) guidelines will be followed.

Ramsey County Special Board of Appeal and Equalization

Board Code of Ethics and Conduct Guidelines

The Mission of the Ramsey County Special Board of Appeal and Equalization is the fair and equitable resolution of all valuation and classification appeals on real and taxable personal property located in Ramsey County. As part of this mission, the Special Board will attempt to foster an open and trusted professional relationship with concerned taxpayers and County staff.

1. Special Board members shall strive to treat applicants, fellow Special Board members and staff respectfully at all times
2. All deliberations shall be made on an impartial basis and publicly.
3. Special Board members should refrain from discussing Special Board proceedings with applicants outside of the presence of the other Special Board members.
4. Concerns about the actions, behavior or motivations of any participant in the Special Board process should be directed to the County Manager.
5. Special Board members should attempt to understand all facts presented them in order to arrive at a fair decision. They should ask for clarification when necessary and seek additional information when required.
6. No Special Board member shall participate in any proceeding regarding his/her own property.
7. No member shall sit in judgment of an appeal where the member either has a personal interest in a property under appeal or personal bias toward the parties. Should this situation arise, the Special Board member will inform the Chair and recuse themselves. A recused member shall not participate in the discussions or offer questions or make comments during a hearing or during deliberations.
8. Special Board members should be extremely cautious of participating in deliberations of an appeal where the member has a prior personal relationship with the applicant. Such relationship should be disclosed prior to the beginning of the hearing of the appeal. Fellow Special Board members should then decide whether the issue should be waived or the fellow Special Board member is excused for that proceeding.
9. It is unethical to accept or to agree to accept compensation of any kind from an appellant appearing before the Ramsey County Special Board of Appeal and Equalization. Any such offer must be reported to the County Manager.
10. No Special Board member shall participate or vote in any deliberation relating to issues or proposal in which he or she has a conflict of interest. A conflict of interest exists where the member:
 - 10.1. Has a material, current, or anticipated financial interest in the property, or is affected by the issues or proposed assessment to a greater degree than other members of his/her business classification, profession or occupation; or

- 10.2. Is a director, trustee, officer, employee, or agent of a company or institution directly involved in the property; or
 - 10.3. Is related by blood or marriage to an individual having any current or contemplated ownership interest in the subject property; or
 - 10.4. Is a personal friend of the applicant.
11. There will be no official audio or video recording of any of the meetings. There shall be no unofficial audio or video recordings made unless agreed to by all participants and then they will not be made part of the official record.

Board of Commissioners

Request for Board Action

Item Number: 2022-200

Meeting Date: 5/3/2022

Sponsor: Sheriff's Office

Title

Sheriff's Office Reports on 2021 Civil Asset Forfeiture Funds

Recommendation

Accept the Sheriff's Office Reports on Civil Asset Forfeitures for 2021 Activity.

Background and Rationale

The United States Department of Justice Asset Forfeiture Program encompasses the seizure and forfeiture of assets that represent the proceeds of, or were used to facilitate serious federal crimes. Similarly, Minnesota state law provides for judicial forfeiture of personal property used or intended for use to commit or facilitate the commission of a designated offense, or real or personal property representing the proceeds of a designated offense, including motor vehicles.

The definition of a "designated offense" includes the most serious of felony-level crimes committed against persons and children (including murder, criminal sexual conduct (rape), assault, robbery, kidnapping, false imprisonment, labor and sex trafficking, etc.), a number of serious felony-level property crimes (including arson, burglary, embezzlement of public funds, etc.), and felony or gross misdemeanor violations and unauthorized computer access crimes. It also includes the gross misdemeanor crime of carrying a rifle or shotgun without a permit in a public place and serious driving while impaired (DWI) crimes.

The primary mission of these programs is to employ asset forfeiture powers in a manner that enhances public safety and security by removing the proceeds of crime and other assets relied upon by individuals and their associates to perpetuate criminal activity against society. Forfeited property may be sold, if it is not otherwise required by law to be destroyed and is not harmful to the public, and expenditures of proceeds from civil asset forfeiture cannot be used to supplant the regular operating budget of the agency. Funds identified herein represent money or proceeds acquired due to civil asset forfeiture under Minn. Stat. §§ 169A.63 or 609.531 to 609.5318. Expenditures from these funds are for projects or programs which are supplemental to the agency's operating fund.

On November 3, 1986, the Ramsey County Board adopted Resolution 86-681, establishing Civil Federal and Local Forfeiture funds. On December 8, 1998, the Ramsey County Board adopted Resolution 98-488 establishing a Motor Vehicle Forfeiture fund. These resolutions requested an annual report on expenditures from these funds.

For the purposes of these reports, federal forfeiture funds are seized monies forfeited at the conclusion of a federal case. Local forfeiture funds result from seized monies forfeited at the conclusion of a local case, and also result from the sale of forfeited property at the conclusion of a local case. Motor Vehicle Forfeiture funds result from the sale of motor vehicles seized during a serious DWI or similar alcohol-related offense. Additionally, this fund includes monies received from an automobile insurance company to cover repairs to a vehicle damaged in a crash that has been seized as a result of a serious DWI or similar alcohol-related offense, and these payments are received by the responding law enforcement agency instead of the

registered owner.

Accordingly, the following reports have been prepared:

- Federal Civil Asset Forfeiture Report for 2021
- Local Civil Asset Forfeiture Report for 2021
- Motor Vehicle Civil Asset Forfeiture Report for 2021

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Civil asset forfeitures are administered consistent with federal and state laws. As Ramsey County continues efforts to examine all aspects of the criminal justice system through a racial equity lens, forfeiture funds will be included in the analysis.

Community Participation Level and Impact

Every year the Sheriff's Office, along with the County Attorney's Office, provides an annual report to the Ramsey County Board related to civil asset forfeitures as requested by Ramsey County Board Resolutions 86-680 and 92-740. As a result, there was no community engagement for this action.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

Spending from Federal, Local, and Motor Vehicle Civil Asset Forfeiture funds are presented in the attached reports.

County Manager Comments

No additional comments.

Last Previous Action

On June 15, 2021, the Ramsey County Board of Commissioners accepted the Sheriff's Office 2020 Reports on Activity in Federal, Local, and Motor Vehicle Civil Asset Forfeiture Funds (Resolution B2021-142).

Attachments

1. Federal Civil Asset Forfeiture Report for 2021
2. Local Civil Asset Forfeiture Report for 2021
3. Motor Vehicle Civil Asset Forfeiture Report for 2021

Civil Asset Forfeitures - Sheriff's Office 2021 Activity

Funds identified herein represent money or proceeds acquired due to civil asset forfeiture under Minn. Stat. §§ 169A.63 or 609.531 - .5318 or related federal forfeiture law. Expenditures from these funds are for projects or programs which are supplemental to the agency's operating fund. No expenditures of proceeds from civil asset forfeiture are used to supplant the regular operating budget of the agency.

Sheriff's Federal Civil Asset Forfeitures Report (Fund 12606)

BEGINNING BALANCE - January 1, 2021		\$ 76,805.54
 REVENUE:		
Interest On Investments	23.07	
	Total Revenue	23.07
 DISBURSEMENTS:		
Law Enforcement Supplies	34,249.94	
Small Tools & Safety Equipment	8,637.00	
	Total Disbursements	42,886.94
 ENDING BALANCE - December 31, 2021		 <u>\$ 33,941.67</u>

Civil Asset Forfeitures - Sheriff's Office
2021 Activity

Funds identified herein represent money or proceeds acquired due to civil asset forfeiture under Minn. Stat. §§ 169A.63 or 609.531 - .5318 or related federal forfeiture law. Expenditures from these funds are for projects or programs which are supplemental to the agency's operating fund. No expenditures of proceeds from civil asset forfeiture are used to supplant the regular operating budget of the agency.

Sheriff's Local Civil Asset Forfeitures Report (Fund 12602)

BEGINNING BALANCE - January 1, 2021		\$ 8,576.43
 REVENUE:		
None	-	
	Total Revenue	-
 DISBURSEMENTS:		
None	-	
	Total Disbursements	-
 ENDING BALANCE - December 31, 2021		 \$ 8,576.43

Civil Asset Forfeitures - Sheriff's Office
2021 Activity

Funds identified herein represent money or proceeds acquired due to civil asset forfeiture under Minn. Stat. §§ 169A.63 or 609.531 - .5318 or related federal forfeiture law. Expenditures from these funds are for projects or programs which are supplemental to the agency's operating fund. No expenditures of proceeds from civil asset forfeiture are used to supplant the regular operating budget of the agency.

Sheriff's Motor Vehicle Civil Asset Forfeitures Report (Fund 12605)

BEGINNING BALANCE - January 1, 2021		\$ 87,395.53
 REVENUE:		
Equipment & Machinery-Sales	10,466.00	
	Total Revenue	<u>10,466.00</u>
 DISBURSEMENTS:		
Law Enforcement Supplies	64.96	
Motor Vehicle Supplies	239.25	
	Total Disbursements	<u>304.21</u>
 ENDING BALANCE - December 31, 2021		 <u><u>\$ 97,557.32</u></u>

Board of Commissioners

Request for Board Action

Item Number: 2022-236

Meeting Date: 5/3/2022

Sponsor: County Attorney's Office

Title

County Attorney Report on 2021 Civil Asset Forfeiture Funds

Recommendation

Accept the County Attorney Report on Civil Asset Forfeitures for County Attorney 2021 Activity.

Background and Rationale

Minnesota law provides for judicial forfeiture of personal property used or intended for use to commit or facilitate the commission of a designated offense, or real or personal property representing the proceeds of a designated offense.

The primary mission of this program is to employ asset forfeiture powers in a manner that enhances public safety and security by removing the proceeds of crime and other assets relied upon by individuals and their associates to perpetuate criminal activity against society. Forfeited property may be sold, if it is not otherwise required by law to be destroyed and is not harmful to the public, and expenditures of proceeds from civil asset forfeiture cannot be used to supplant the regular operating budget of the agency. Funds identified herein represent money or proceeds acquired due to civil asset forfeiture under Minn. Stat. §§ 169A.63 or 609.531 to 609.5318. Expenditures from these funds are for projects or programs which are supplemental to the agency's operating fund.

On November 3, 1986, the Ramsey County Board adopted Resolution 86-680 establishing Criminal Property Forfeiture funds for the Ramsey County Attorney. Also, on December 15, 1992, the Ramsey County Board adopted Resolution 92-740 directing the County Attorney to report annually on the expenditure of civil asset forfeiture funds. Accordingly, the County Attorney's Office is submitting the Civil Asset Forfeitures - County Attorney 2021 Activity. Minnesota law provides for judicial forfeiture of personal property used or intended for use to commit or facilitate the commission of a designated offense, or real or personal property representing the proceeds of a designated offense.

The primary mission of this program is to employ asset forfeiture powers in a manner that enhances public safety and security by removing the proceeds of crime and other assets relied upon by individuals and their associates to perpetuate criminal activity against society. Forfeited property may be sold, if it is not otherwise required by law to be destroyed and is not harmful to the public, and expenditures of proceeds from civil asset forfeiture cannot be used to supplant the regular operating budget of the agency. Funds identified herein represent money or proceeds acquired due to civil asset forfeiture under Minn. Stat. §§ 169A.63 or 609.531 to 609.5318. Expenditures from these funds are for projects or programs which are supplemental to the agency's operating fund.

On November 3, 1986, the Ramsey County Board adopted Resolution 86-680 establishing Criminal Property Forfeiture funds for the Ramsey County Attorney. Also, on December 15, 1992, the Ramsey County Board adopted Resolution 92-740 directing the County Attorney to report annually on the expenditure of civil asset forfeiture funds. Accordingly, the County Attorney's Office is submitting the Civil Asset Forfeitures - County

Attorney 2021 Activity.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Civil asset forfeitures are administered consistent with federal and state laws. As Ramsey County continues efforts to examine all aspects of the criminal justice system through a racial equity lens, forfeiture funds will be included in the analysis.

Community Participation Level and Impact

Every year the Sheriff's Office, along with the County Attorney's Office, provides an annual report to the Ramsey County Board related to civil asset forfeitures as requested by Ramsey County Board Resolutions 86-680 and 92-740. As a result, there was no community engagement for this action.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

Spending from civil asset forfeitures fund is presented in this report.

County Manager Comments

No additional comments.

Last Previous Action

On June 15, 2021, the Ramsey County Board of Commissioners accepted County Attorney Report on Activity in Civil Asset Forfeiture Funds (Resolution B2021-139).

Attachments

1. Civil Asset Forfeitures - County Attorney 2021 Activity

**Civil Asset Forfeitures - County Attorney
2021 Activity**

Funds identified herein represent money or proceeds acquired due to civil asset forfeiture under Minn. Stat. §§ 169A.63 or 609.531 - .5318. Expenditures from these funds are for projects or programs which are supplemental to the agency's operating fund.

County Attorney's Local Civil Asset Forfeitures Report (Fund 13101)

Beginning Balance January 1, 2021	\$ 832,056.05
Add:	
Revenue	151,606.61
Less:	
Disbursements:	
Minnesota County Attorney's Association Education Foundation	(2,000.00)
SPPD Investigators for Start by Believing (October 2018-September 2019)	(55,780.00)
	<u>(57,780.00)</u>
Ending Balance December 30, 2021	<u>\$ 925,882.66</u>

**Criminal Forfeitures - County Attorney
Commitments on Funds**

Ending Balance December 30, 2021	\$ 925,882.66
Less:	
Commitments on Account:	
Minnesota County Attorney's Association Education Foundation	(2,000.00)
Ramsey County Participatory Defense Project	(40,000.00)
Local Match for Fiscal Impact Analysis with Public Financial Management / Arnold Ventures research on prosecution practices	(61,750.00)
Multicultural Forum Conference fee for RCAO employees	(5,000.00)
Summer Diversity Law Clerk Program and Diversity College Internship Program	(120,000.00)
Pathway to Public Service Attorney Fellowship Program (August 2022-May 2023) - Human Services	(80,000.00)
Pathway to Public Service Attorney Fellowship Program (August 2022-May 2023) - Criminal	(80,000.00)
	<u>(388,750.00)</u>
Uncommitted funding available	<u>\$ 537,132.66</u>

Item Number: 2022-168

Meeting Date: 5/3/2022

Sponsor: Finance

Title

American Rescue Plan Act Funding Request for Additional Administrative Items

Recommendation

1. Allocate up to \$5,000,000 of American Rescue Plan Act funds for employee recognition payments included in bargaining agreements.
2. Allocate up to \$2,200,000 of American Rescue Plan Act funds for furniture, equipment and technology beyond what the county provides for at alternate worksites for hybrid and mobile workers.
3. Create a project account for the \$20,150,000 of American Rescue Plan Act funds included in the 2022-23 budget.
4. Authorize the County Manager to accept \$53,446,701 from the US Treasury Local Government American Rescue Plan Act funds.

Background and Rationale

The American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021. The relief package provides funding in several areas such as state and local aid, education, rental assistance, transit, stimulus payments for individuals and other provisions. In addition, ARPA provides \$350 billion in funding for state and local governments. In April 2021, Ramsey County received \$53,446,702 of the total grant amount of \$106,893,403 from the US Treasury Local Government ARPA funds. The second installment will be sent to the county from Treasury in May 2022. The ARPA funding must be obligated by December 31, 2024 and can be spent through December 31, 2026. This allows time for planning and investment in various tiers from immediate needs through bold investments that impact the systems and residents of Ramsey County.

Over the last year, the County Manager presented an overall approach to the ARPA funding for the county and has made multiple requests for ARPA funding to the Ramsey County Board. The approved investments include Right Track + workforce initiative (\$2.1 million), affordable housing investment (\$20 million), Racial Equity and Community Engagement work (\$2.7 million), violence prevention (up to \$16.5 million) and workforce ecosystem (up to \$9.5 million) plus administrative funding. This request for board action is seeking authority for additional administrative items as outlined below.

Bargaining Stipends for Pandemic Recognition (up to \$5 million)

In January 2022, collective bargaining with nine American Federation of State County and Municipal Employees bargaining units resulted in agreements for three-year contract. The contract included a one-time lump sum pandemic recognition investment as detailed below:

- One-time, lump sum payment of \$1,000 to employees who have been required to work on-site and provide direct in-person services/care throughout the ongoing pandemic as determined by the employer.
- One-time, lump sum payment of \$500 to all other employees who were not required to work in person or provide in-person services/care throughout the ongoing pandemic and have had the option to work from home, as determined by the employer.

These recognition payments have been provided to bargaining units that have finalized agreements and will

be offered to the remaining bargaining units through their collective bargaining efforts. This action includes up to \$5.0 million in ARPA funding to provide these one-time payments to Ramsey County employees in recognition of their ongoing and dedicated work during COVID.

Furniture, Equipment and Technology beyond what the county provides for at alternate worksites for mobile and hybrid employees (up to \$2.2 million)

To support a flexible work environment, hybrid and mobile employees are eligible for a one-time \$500 home office and connectivity stipend. This stipend is intended to help offset the cost of setting up the home office including chairs, monitors, keyboards and mice. The payment is subject to taxes and will be made in 2022 based on the phased return to office plan. Stipends are conditioned upon return of furniture and equipment taken home under the county’s Ad Hoc Telecommuting Policy and completion of the Flexible Workplace Policy training. Hybrid and mobile employees hired between the start of this program and December 31, 2024, are eligible for a one-time \$500 home office and connectivity stipend. The payment is also subject to taxes and will be made automatically after completing six months of employment.

This action includes up to \$2.2 million in ARPA funding to provide these one-time payments to Ramsey County hybrid and mobile employees for furniture, equipment and technology beyond what the county provides for.

Project for 2022-23 Budgeted Funds (\$20.15 million)

In the 2022-23 budget, \$20.15 million of ARPA funding was included to ensure that critical services continue to be provided to residents during very challenging times, while also recognizing the economic realities of our community and the need to keep tax increases low. To properly track these funds, Finance is requesting to create a project.

Accept Additional Treasury Funds

This request seeks authority to accept the second federal payment to Ramsey County of \$53,446,701, which is anticipated to be received in May 2022. With this payment, Ramsey County will have received a total grant amount of \$106,893,403 from the US Treasury Local Government ARPA funds. As noted above, the majority of these funds have been approved by the Ramsey County Board. More information on ARPA investments can be found at www.ramseycounty.us/rise <<http://www.ramseycounty.us/rise>>.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

The programs proposed through the COVID-19 related funding seek to specifically address and overcome issues of existing inequity based on race, ethnicity, class and culture in Ramsey County. This need for a racially equitable response is further underscored by the disproportionate impact that COVID-19 has had on African American, American Indian and other underrepresented racially and ethnically diverse communities across the United States. Through focused and targeted engagement efforts, trusted messengers, data collection and continued engagement with community members that can guide program alterations in real-time, Ramsey County will ensure that the processes it employs align with the outcomes the community is seeking.

Community Participation Level and Impact

Throughout 2020 and 2021, Ramsey County has conducted community engagement around COVID-19 issues. The Racial and Health Equity Administrators did a series of community engagement events specifically around food and basic needs, workforce solutions and Racial Equity and Community Engagement Response Team (RECERT) to help inform ARPA funding decisions. This information has informed the actions brought forward for immediate needs items (Tier 1) and other longer-term investments (Tiers 4-5).

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

This request includes a total of \$7.2 million in ARPA funding. If approved, the total ARPA committed funds including workforce, violence prevention, affordable housing, RECERT, administration and 2022-23 budget is \$106.97 million out of the total grant of \$106.9 million. This would mean that Ramsey County has fully committed our ARPA dollars, including up to \$37 million for affordable housing (of which \$20 million has been approved by the Ramsey County Board). Many of the initiatives are up to amounts and we anticipate some underspending over the next few years. We will continue to monitor this and provide updates to the Ramsey County Board. All ARPA funding is accounted for in separate projects and Finance provides regular financial reports posted at www.ramseycounty.us/RISE <<http://www.ramseycounty.us/RISE>>.

County Manager Comments

No additional comments.

Last Previous Action

August 3, 2021, the County Manager presented an Update on American Rescue Plan Act funding to the Ramsey County Board.

On June 1, 2021, the Ramsey County Board authorized the County Manager to accept \$53,446,701.50 from the US Treasury Local Government American Rescue Plan Act funds. (Resolution B2021-121).

On April 20, 2021, the County Manager gave a presentation on American Rescue Plan Act funding to the Ramsey County Board.

Attachments

1.2022 ARPA Summary

Overview of Ramsey County American Rescue Plan Act (ARPA) Priorities and Funding

- Ramsey County received the first of two payments that will total \$106.8 million. The second payment will be made in May 2022.
- Funds must be obligated by December 31, 2024 and spent by December 31, 2026.
- The US Department of Treasury has issued guidance on the funds and continues to provide additional detail. Compliance, Legal and Finance work together to review all ARPA spending plans.
- We continue to look for opportunities for additional revenue and have received funds from FEMA, Minnesota Department of Health and other Federal Funds.
- In addition to ARPA funds, the County received Emergency Rental Assistance funds from the Federal Government. They have specific uses identified and are reported on below.

Tier 1 (\$12.02M)	Tier 2 and Tier 3 (\$20.15M)	Tier 4 (Up to \$25.5M)	Tier 5 (Up to \$37M)
Public Health Ongoing Response (\$2M)	Part of the 2022-2023 budget discussions this summer. Opportunities to preserve and enhance services while responding to and recovering from COVID-19 impacts Address capital costs associated with transition from previous environment to new operating models with flexible workplace at the core (\$20.15M)	Workforce Post Pandemic Ecosystem (Up to \$9.5M)	Housing Supply Along the Affordability Continuum in Every Part of Ramsey County (Anyone who wants to live here can!) (Up to \$37M)
Workforce Development (\$2.1M)		Violence Prevention (Up to \$16M)	
Racial Equity & Community Engagement (\$2.72M)			
Employee Compensation			
Emergency Shelter Expansion to 2022 (\$5.2M)			

Note: Funding for administration, evaluation, employee vaccine/testing and support is not included above

MARCH 2022 – ARPA SUMMARY

American Rescue Plan Act (ARPA)	Tier	Budgeted Amount**
Total Federal Allocation		\$106.8 million
Authorized by the Ramsey County Board		
Public Health Ongoing Pandemic Response	1	\$2 million
Workforce Development: Right Track +	1	\$2.1 million
Racial Equity & Community Engagement	1	\$2.72 million
Emergency Shelter Expansion to 2022	1	\$5.2 million
Support for Ramsey County Direct Care (LOR and RCCC)	1	\$1 million
Support for County Attorney COVID Case Backlog	1	\$1.1 million
Employee Vaccine and Testing Infrastructure and Implementation	1	\$1 million
2022-2023 budget to support expanded county service delivery	2/3	\$20.15 million
Workforce ecosystem and Public Health Workforce Continuity	4	Up to \$9.5 million
Violence Prevention	4	Up to \$16 million
Affordable Housing	5	Up to \$37 million
Administration/Evaluation	-	\$2 million
TOTAL		\$99.77 million
Planned But Not Yet Authorized		
Employee Compensation	1	\$3.15 million
Space and Technology Workplace Adaptations	1	\$2 million
Overall ARPA Contingency	-	\$2 million
TOTAL		\$7.15 million

Emergency Rental Assistance (ERA)		Budgeted Amount
Award #1	n/a	\$7,250,837
Award #2	n/a	\$7,580,175
Total ERA		\$14,831,012