



Board of Commissioners

Agenda

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

June 15, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

Pursuant to Minnesota Statutes Section 13D.02, as amended by 2021 Session Laws Chap. 14, the meeting will be held in person at the regular meeting location. Some commissioners might participate by interactive technology. Members of the public may attend in person, consistent with federal, state, and local guidance on the COVID-19 pandemic. The meeting broadcast will also be available online and linked via ramseycounty.us/boardmeetings.

ROLL CALL

PLEDGE OF ALLEGIANCE

1. **Agenda of June 15, 2021 is Presented for Approval.** [2021-323](#)

Sponsors: County Manager's Office

Approve the agenda of June 15, 2021.

2. **Minutes from June 8, 2021 are Presented for Approval** [2021-324](#)

Sponsors: County Manager's Office

Approve the June 8, 2021 Minutes.

PROCLAMATION

3. **Proclamation: Pride Month** [2021-273](#)

Sponsors: Social Services

ORDINANCE PROCEDURES

4. **Proposed Ramsey County Commissioner's Salary Ordinance for 2022 - Waive Second Reading** [2021-291](#)

Sponsors: Human Resources

Waive the Second Reading of the proposed Ramsey County Commissioner's Salary Ordinance for 2022

5. **Proposed Ramsey County Commissioner's Salary Ordinance for 2022 - Public Hearing** [2021-290](#)

Sponsors: Human Resources

Hold a Public Hearing to afford the public an opportunity to comment on the proposed Ramsey County Commissioner's Salary Ordinance for 2022.

COVID UPDATE

ADMINISTRATIVE ITEMS

6. Request for an Unclassified Full-Time Equivalent [2021-297](#)

Sponsors: County Attorney's Office and Human Resources

Approve the designation of a current vacant Full-Time Equivalent in the unclassified service in the classification title of Assistant Division Director - County Attorney position in accordance with Minnesota Statutes 383A.282 and 383A.286, subdivision 3.

7. Sale of a Tax-Forfeited Property Located at 390 Fry Street to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota [2021-280](#)

Sponsors: Property Tax and Election Services

1. Approve the sale of the tax-forfeited property located at 390 Fry Street (33-29-23-41-0065) to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota for \$7,275.00, plus maintenance costs and recording fees, with a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing; and
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

8. Sale of a Tax-forfeited Property Located at 612 Wells Street to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota [2021-281](#)

Sponsors: Property Tax and Election Services

1. Approve the sale of the tax-forfeited property located at 612 Wells Street (29-29-22-42-0195) to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota for \$3,500.00, plus maintenance costs and recording fees, with a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing; and
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding

9. Repurchase of a Tax-forfeited Property Located at 1700 Barclay Street North, Maplewood, MN 55109 [2021-282](#)

Sponsors: Property Tax and Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
Commissioner District 7
PIN: 15-29-22-34-0022
Property Address: 1700 Barclay Street North, Maplewood, MN 55109
Repurchase Amount Due to Date: \$23,372.06
2. Approve the repurchase of the above tax-forfeited property by Richard A. Lang, fee owner at the time of forfeiture, ("Repurchaser"), subject to the following

conditions that must be met within 90 days of approval of this resolution: Repurchaser will a) execute a repurchase contract; and b) provide the required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs and maintenance costs at the time of execution.

10. Memorandum of Understanding with the State of Minnesota for Participation in the Minnesota Early Childhood Longitudinal Data System [2021-276](#)

Sponsors: Public Health

1. Approve the Memorandum of Understanding with the State of Minnesota on behalf of its Department of Education for participation in the Minnesota Early Childhood Longitudinal Data System.
2. Authorize the County Manager to execute the Memorandum of Understanding.

11. Amended and Restated Joint Powers Agreement Establishing the Gold Line Joint Powers Board [2021-271](#)

Sponsors: Public Works

1. Approve the Amended and Restated Joint Powers Agreement Establishing the Gold Line Joint Powers Board with Washington County, Washington County Regional Railroad Authority and Ramsey County Regional Railroad Authority for the Gold Line Joint Powers Board.
2. Authorize the Chair and Chief Clerk to execute the document.

12. 2021 Violence Against Women Act Services, Training, Officers Prosecutors Special Projects Grant from the State of Minnesota [2021-294](#)

Sponsors: County Attorney's Office and Sheriff's Office

1. Ratify the Violence Against Women Act Services, Training, Officers Prosecutors Special Projects 2021 grant application to the Office of Justice Programs for effective law enforcement and prosecution services to combat violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence and stalking.
2. Accept the Violence Against Women Act Services, Training, Officers Prosecutors Special Projects 2021 Grant and approve the grant agreement with the Office of Justice Programs for effective law enforcement and prosecution services for the period of April 1, 2021 through December 31, 2022 in the amount of \$350,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Approve an increase in the personnel complement of the County Attorney's Office by 1.0 Full Time Equivalent Assistant County Attorney.
5. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 Full Time Equivalent Deputy Sheriff.

13. Grant Award from Minnesota Department of Commerce for Minnesota Auto Theft Prevention Program - Youth Intervention Project [2021-298](#)

Sponsors: County Attorney's Office and Sheriff's Office

1. Accept a grant award of \$499,929.60 and approve a grant agreement with the Minnesota Department of Commerce for Auto Theft Prevention Program - Youth Intervention Program for the period of July 1, 2021 to June 30, 2023.
2. Authorize the Chair and Chief Clerk to execute the grant agreement.

3. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 FTE Deputy Sheriff.
4. Approve an increase in the personnel complement of the County Attorney's Office by 1.0 FTE Assistant County Attorney.

14. Grant Award from Minnesota Dept of Commerce for Minnesota Auto Theft Prevention Program - Dedicated Personnel & Training [2021-299](#)

Sponsors: County Attorney's Office and Sheriff's Office

1. Accept a grant award of \$568,969.60 and approve a grant agreement with the Minnesota Department of Commerce for Auto Theft Prevention - Dedicated Personnel & Training for the period of July 1, 2021 to June 30, 2023.
2. Authorize the Chair and Chief Clerk execute the grant agreement.
3. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 Full Time Equivalent Deputy Sheriff.

15. County Attorney Report on 2020 Civil Asset Forfeiture Funds [2021-293](#)

Sponsors: County Attorney's Office

Accept the County Attorney Report on Civil Asset Forfeitures - County Attorney 2020 Activity.

16. Fiscal Agent Agreement for the High Intensity Drug Trafficking Area Program Grant. [2021-302](#)

Sponsors: Sheriff's Office

1. Approve the Fiscal Agent Agreement with the cities of New Brighton, Roseville, Saint Paul, Maplewood, Mounds View and White Bear Lake for the High Intensity Drug Trafficking Area Program Grant for the term beginning July 1, 2021 through December 31, 2022.
2. Authorize the Chair and Chief Clerk to execute the Fiscal Agent Agreement.
3. Authorize the County Manager to approve and execute amendments to the Fiscal Agent Agreement including amendments to renew the term of the agreements with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

17. Grant Award from Minnesota Department of Commerce for Minnesota Auto Theft Prevention Program - Dedicated Investigator, Training and Equipment. [2021-303](#)

Sponsors: Sheriff's Office

1. Ratify the Auto Theft Prevention grant applications to the Minnesota Department of Commerce.
2. Accept a grant award of \$283,745 and approve a grant agreement with the Minnesota Department of Commerce for Auto Theft Prevention - Dedicated Personnel and Training for the period of July 1, 2021 to June 30, 2023.
3. Authorize the County Manager to execute future Auto Theft Prevention grants, in a form approved by the County Attorney's Office, through December 31, 2026.
4. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 Full Time Equivalent Deputy Sheriff.

18. Sheriff's Office Reports on 2020 Civil Asset Forfeiture Reports. [2021-304](#)

Sponsors: Sheriff's Office

Accept the Sheriff's Office Reports on Civil Asset Forfeitures - Sheriff's Office 2020 Activity.

19. Appointment to Committees of the Citizens Advisory Council

[2021-279](#)

Sponsors: Social Services

Appoint individuals to serve on the committee of the Citizens Advisory Council (CAC) for the Social Services Department beginning with the date of appointment and terminating on June 30, 2022.

POLICY ITEM

20. Minnesota Council on Local Results and Innovation's Performance Measurement Program

[2021-289](#)

Sponsors: County Manager's Office

1. Approve continuation of Ramsey County's participation in the Minnesota Council on Local Results and Innovation's Performance Measurement Program, as well as public distribution of the performance measures report via the County's website.
2. Ratify the County Manager's submission of Ramsey County's annual report of its adopted performance measures to the Office of the State Auditor.

LEGISLATIVE UPDATE

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

Regional Railroad Authority Meeting - Council Chambers – Courthouse Room 300

10:30 a.m. (estimated) - County Board Workshop: CARES Evaluation Series : Small Business Relief - Council Chambers - Courthouse Room 300

12 p.m. - Joint County-Courts Meeting - virtual meeting

Join via Zoom:

<https://zoom.us/j/92241288424?pwd=UHRRV0tveHQ4MmI1c3pjV3NURVIYdz09>

Webinar ID: 922 4128 8424 | Passcode: 756017 | Phone: 651-372-8299

1:30 p.m. - County Board Workshop: CARES Evaluation Series: Enterprise Services

Join Zoom Webinar:

<https://zoom.us/j/96528121203?pwd=MG1Da2RVb3RUZUdoVHArMGVvbERDUT09>
Webinar ID: 965 2812 1203 | Passcode: 061521 | Phone: 651-372-8299

Advance Notice:

June 22, 2021 County board meeting – Council Chambers

June 29, 2021 No county board meeting - 5th Tuesday

July 6, 2021 County board meeting – Council Chambers

July 13, 2021 No county board meeting – NACo Annual Conference



Board of Commissioners

Request for Board Action

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

Item Number: 2021-323

Meeting Date: 6/15/2021

Sponsor: County Manager's Office

Title

Agenda of June 15, 2021 is Presented for Approval.

Recommendation

Approve the agenda of June 15, 2021.



Board of Commissioners

Request for Board Action

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

Item Number: 2021-324

Meeting Date: 6/15/2021

Sponsor: County Manager's Office

Title

Minutes from June 8, 2021 are Presented for Approval

Recommendation

Approve the June 8, 2021 Minutes.

Attachments

1. June 8, 2021 Minutes



Board of Commissioners

Minutes

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

June 8, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

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

ROLL CALL

This matter was

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

PLEDGE OF ALLEGIANCE

1. Agenda of June 8, 2021 is Presented for Approval. [2021-295](#)

Sponsors: County Manager's Office

Motion by McGuire, seconded by MatasCastillo. Motion passed.

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

2. Minutes from June 1, 2021 are Presented for Approval [2021-296](#)

Sponsors: County Manager's Office

Motion by McDonough, seconded by Frethem. Motion passed.

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

PROCLAMATION

3. Proclamation: Celebrating Juneteenth in Ramsey County [2021-313](#)

Sponsors: County Manager's Office

COVID UPDATE

Presented by County Manager Ryan O'Connor, Kathy Hedin, Deputy County Manager - Health and Wellness, Dr. Lynne Ogawa, Medical Director - Public Health, and Laura Anderson - Deputy Incident Commander - Public Health. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

4. Funding for Information Technology Portfolio for 2021 [2021-129](#)

Sponsors: Information Services

Motion by Frethem, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: [B2021-123](#)

6. April 2021 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments [2021-269](#)

Sponsors: Finance

Motion by Frethem, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: [B2021-124](#)

8. Cancellation of Board Meetings in Third Quarter 2021 [2021-316](#)

Sponsors: Board of Commissioners

Motion by Frethem, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: [B2021-125](#)

5. Memorandum of Understanding with the Center for Public Impact for the Fail Forward Program [2021-318](#)

Sponsors: Board of Commissioners

Motion by MatasCastillo, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: [B2021-126](#)

7. Support for Nominations to National Association of Counties' 2021 Presidential Leadership Positions [2021-277](#)

Sponsors: Board of Commissioners

McGuire moved to amend the resolution, seconded by MatasCastillo to revise Commissioner MatasCastillo's and Commissioner McGuire's NACO leadership positions. Unanimously approved.

Motion by Reinhardt, seconded by MatasCastillo. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: [B2021-127](#)

POLICY ITEM

9. Countywide Policy Regarding Face Coverings at County Sites [2021-325](#)

Sponsors: County Manager's Office

Motion by MatasCastillo, seconded by McDonough. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: [B2021-128](#)

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

Discussion can be found on archived video.

ADJOURNMENT

Chair Carter declared the meeting adjourned at 11:03 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2021-273

Meeting Date: 6/15/2021

Sponsor: Social Services

Title

Proclamation: Pride Month

Attachments

1. Proclamation

Proclamation

WHEREAS, The Lesbian, Gay, Bisexual, Transgender, Queer, and Two Spirit (LGBTQ2S) communities of Ramsey County are an important and vital part of our cities and neighborhoods; and

WHEREAS, Ramsey County is a welcoming community that recognizes the importance of inclusion, equality and freedom; and

WHEREAS, The nation was founded upon and is guided by a set of principles, which includes that every person has been created equal, that each has rights to their life, liberty and pursuit of happiness and that each shall receive full recognition and protection of law; and

WHEREAS, Ramsey County's LGBTQ2S community are a vital part of and contribute to a stronger community; and

WHEREAS, Ramsey County is dedicated to fostering acceptance of all residents and preventing discrimination based on sexual orientation, gender identity and gender expression; and

WHEREAS, Ramsey County is strengthened by and thrives upon the rich diversity of ethnic, cultural, racial, gender and sexual identities of its residents, all of which contribute to a vibrant community; and

WHEREAS, The month of June was designated as Pride Month to commemorate the Stonewall Riots of June 1969, which are recognized as the start of the LGBTQ2S rights movement, and numerous events have been organized around the country to commemorate that event; and

WHEREAS, The celebration of Pride Month in Ramsey County is a reminder of what makes the community an inclusive, equitable and just county; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares June 2021 as Pride Month in Ramsey County; and Be It Further

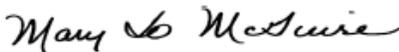
PROCLAIMED, The Ramsey County Board of Commissioners renews its commitment to protecting and strengthening the rights of lesbian, gay, bisexual, transgender, queer, and two spirit people in our communities.



Toni Carter, Board Chair, District 4



Nicole Frethem, Commissioner, District 1



Mary Jo McGuire, Commissioner, District 2



Trista MatasCastillo, Commissioner, District 3



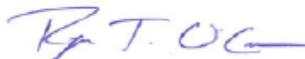
Rafael E. Ortega, Commissioner, District 5



Jim McDonough, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Ryan T. O'Connor, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2021-291

Meeting Date: 6/15/2021

Sponsor: Human Resources

Title

Proposed Ramsey County Commissioner's Salary Ordinance for 2022 - Waive Second Reading

Recommendation

Waive the Second Reading of the proposed Ramsey County Commissioner's Salary Ordinance for 2022

Background and Rationale

The Ramsey County Home Rule charter has provisions relating to compensation for the Ramsey County Board of Commissioners. According to the Ramsey County Home Rule Charter, each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law. Both readings may be waived if a copy of the ordinance is supplied to each member of the County Board prior to its introduction.

In accordance with these requirements, the proposed Ramsey County Commissioner's Salary Ordinance for 2022 was provided to each Commissioner prior to its introduction on May 18, 2021. Therefore, the second reading may be waived by duly made motion and majority vote.

The anticipated schedule of events to adopt the Salary Ordinance is as follows:

- May 18, 2021 - Waive First Reading of Ordinance
- May 18, 2021 - Set Public Hearing date of June 15, 2021
- June 15, 2021 - Waive Second Reading of Ordinance
- June 15, 2021 - Hold the Public Hearing
- June 22, 2021 - Action on Ordinance

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

There is no specific racial equity impact associated with the proposed action.

Community Participation Level and Impact

The community is informed of this action through county board documentation that is published online at <https://ramseycountymn.legistar.com/Calendar.aspx>

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding for this action will be included in the proposed 2022 budget.

County Manager Comments

The Ramsey County Home Rule Charter states that the annual salary for County Board members must be set by an Ordinance. The Charter also sets forth Ordinance procedures. A copy of the proposed Ordinance is attached to this Board documentation.

Last Previous Action

On May 18, 2021, the County Board waived the first reading of the proposed Salary Ordinance (Resolution B2021-115) and set the public hearing date of June 15, 2021 to take public comments on the proposed Salary Ordinance (Resolution B2021-116).

Attachments

1. Salary Ordinance

Salary Ordinance

1
2
3 WHEREAS, the provisions of the Ramsey County Home Rule Charter (Charter) relating to
4 compensation for the Board of Commissioners state that:

- 5 a) The Board may determine the annual salary of its members by passage of a salary
6 ordinance; and,
7 b) The salary ordinance must be passed by July 1 of the year prior to the effective date of
8 the ordinance; and,
9 c) The ordinance shall not become effective until the first business day of the following year
10 (January 1, 2022); and,
11

12 WHEREAS, The Charter requires that per diem payments be made to the County and that,
13 with the exception of fees, payments and other compensation paid to an officer of the
14 Association of Minnesota Counties, the County will not add these payments to the
15 Commissioners' salary when payments are received from the various boards, committees and
16 other governmental agencies; and
17

18 WHEREAS, The current annual salary of the Board of Commissioners is \$97,102 for County
19 Board Members, and \$100,138 for the County Board Chair; and,
20

21 WHEREAS, In 2021 Ramsey County employees received a general wage increase of .5%;
22 and,
23

24 WHEREAS, It is the intent of the Ramsey County Board of Commissioners that future salary
25 increases for the Board of Commissioners be set at a rate that matches the general increase in
26 wages given to employees in the previous year; and,
27

28 WHEREAS, An increase of .5% for the Board of Commissioners will result in a salary
29 increase equivalent to the general wage increase given to employees in the calendar year 2021;
30 Now, Therefore, The Board of Commissioners for the County of Ramsey Does,
31

32 ORDAIN, That the annual salary for the Ramsey County Board of Commissioners for
33 calendar year 2022 shall increase by .5% to \$97,588 for County Board Members and by .5% to
34 \$100,639 for the County Board Chair; and Be it Further
35

36 ORDAINED, With the exception of fees, payments and other compensation paid to an
37 officer of the Association of Minnesota Counties, the Board voted to decline fees, payments and
38 other compensation paid to County Board members in exchange for representing the County on
39 outside boards, committees and other governmental agencies and any subcommittees thereof,
40 and that any funds received by the County would remain within the County's General Fund; and
41 Be It Further
42

43 ORDAINED, That the Commissioners are eligible to receive fees, payments and other
44 compensation paid from the following boards, committees and other governmental agencies
45 and any subcommittees thereof;
46

47 Association of Minnesota Counties (if serving as an Officer)
48

49 And Be It Further
50

51 ORDAINED, That all appointments of County Commissioners to various boards,
52 committees and other governmental agencies shall be ratified by County Board resolution
53 before per diems shall be paid; and Be It Further
54

55 ORDAINED, That any subsequent new appointments or changes in appointments to
56 new or existing boards, committees or governmental agencies, and any subsequent

57 establishment of new per diem rates or increase in current per diem rates shall be ratified by
58 County Board resolution before per diems shall be paid; And Be It Further

59

60 ORDAINED, That any increase in per diems or new per diems which are approved by
61 the above described process, shall be included in the next annual salary ordinance, and Be It
62 Further

63

64 ORDAINED, That the Ramsey County Board of Commissioners shall be allowed to
65 receive actual and necessary expenses for attendance at conferences, seminars, etc., in
66 connection with their official County Commissioner duties as do all other Ramsey County
67 employees; and Be It Further

68

69 ORDAINED, That unless a valid referendum petition is filed within 45 days after the
70 publication of this ordinance, this ordinance shall:

71

72 a) Become effective on January 1, 2022 and replace the previous salary ordinance (Ordinance
73 B2019-152); and,

74 b) Continue in effect throughout calendar year 2022 and subsequent years until changed by a
75 subsequent County Board ordinance.

76

77

Item Number: 2021-290

Meeting Date: 6/15/2021

Sponsor: Human Resources

Title

Proposed Ramsey County Commissioner's Salary Ordinance for 2022 - Public Hearing

Recommendation

Hold a Public Hearing to afford the public an opportunity to comment on the proposed Ramsey County Commissioner's Salary Ordinance for 2022.

Background and Rationale

In accordance with the Ramsey County Home Rule Charter, the Ordinance procedure requires setting a date for the public hearing and publishing the notice of public hearing at least 10 days in advance. The notice for the public hearing on the proposed Ramsey County Commissioner's Salary Ordinance for 2022 was published on May 26, 2021 in the Vadnais Heights Press.

In addition, the public hearing notice and the entire proposed Ordinance have been posted on the County's website.

The anticipated schedule of events to adopt the Salary Ordinance is as follows:

- May 18, 2021 - First Reading of Ordinance
- May 18, 2021 - Set Public Hearing date of June 15, 2021
- June 15, 2021 - Waive Second Reading of Ordinance
- June 15, 2021 - Hold the Public Hearing
- June 22, 2021 - Action on Ordinance

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

There is no specific racial equity impact associated with the proposed action.

Community Participation Level and Impact

The community is informed of this action through county board documentation that is published online at <https://ramseycountymn.legistar.com/Calendar.aspx>

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding for this action will be included in the proposed 2022 budget.

County Manager Comments

The Ramsey County Home Rule Charter states that the annual salary for county board members must be set by an ordinance. A copy of the proposed Ordinance is attached to this Board documentation.

Last Previous Action

On May 18, 2021, the County Board waived the first reading of the proposed Salary Ordinance (Resolution B2021-115) and set the public hearing date of June 15, 2021 to take public comments on the proposed Salary Ordinance (Resolution B2021-116).

Attachments

1. Salary Ordinance
2. Affidavit of Publication

Salary Ordinance

WHEREAS, the provisions of the Ramsey County Home Rule Charter (Charter) relating to compensation for the Board of Commissioners state that:

- a) The Board may determine the annual salary of its members by passage of a salary ordinance; and,
- b) The salary ordinance must be passed by July 1 of the year prior to the effective date of the ordinance; and,
- c) The ordinance shall not become effective until the first business day of the following year (January 1, 2022); and,

WHEREAS, The Charter requires that per diem payments be made to the County and that, with the exception of fees, payments and other compensation paid to an officer of the Association of Minnesota Counties, the County will not add these payments to the Commissioners' salary when payments are received from the various boards, committees and other governmental agencies; and

WHEREAS, The current annual salary of the Board of Commissioners is \$97,102 for County Board Members, and \$100,138 for the County Board Chair; and,

WHEREAS, In 2021 Ramsey County employees received a general wage increase of .5%; and,

WHEREAS, It is the intent of the Ramsey County Board of Commissioners that future salary increases for the Board of Commissioners be set at a rate that matches the general increase in wages given to employees in the previous year; and,

WHEREAS, An increase of .5% for the Board of Commissioners will result in a salary increase equivalent to the general wage increase given to employees in the calendar year 2021; Now, Therefore, The Board of Commissioners for the County of Ramsey Does,

ORDAIN, That the annual salary for the Ramsey County Board of Commissioners for calendar year 2022 shall increase by .5% to \$97,588 for County Board Members and by .5% to \$100,639 for the County Board Chair; and Be it Further

ORDAINED, With the exception of fees, payments and other compensation paid to an officer of the Association of Minnesota Counties, the Board voted to decline fees, payments and other compensation paid to County Board members in exchange for representing the County on outside boards, committees and other governmental agencies and any subcommittees thereof, and that any funds received by the County would remain within the County's General Fund; and Be It Further

ORDAINED, That the Commissioners are eligible to receive fees, payments and other compensation paid from the following boards, committees and other governmental agencies and any subcommittees thereof;

Association of Minnesota Counties (if serving as an Officer)

And Be It Further

ORDAINED, That all appointments of County Commissioners to various boards, committees and other governmental agencies shall be ratified by County Board resolution before per diems shall be paid; and Be It Further

ORDAINED, That any subsequent new appointments or changes in appointments to new or existing boards, committees or governmental agencies, and any subsequent

57 establishment of new per diem rates or increase in current per diem rates shall be ratified by
58 County Board resolution before per diems shall be paid; And Be It Further

59

60 ORDAINED, That any increase in per diems or new per diems which are approved by
61 the above described process, shall be included in the next annual salary ordinance, and Be It
62 Further

63

64 ORDAINED, That the Ramsey County Board of Commissioners shall be allowed to
65 receive actual and necessary expenses for attendance at conferences, seminars, etc., in
66 connection with their official County Commissioner duties as do all other Ramsey County
67 employees; and Be It Further

68

69 ORDAINED, That unless a valid referendum petition is filed within 45 days after the
70 publication of this ordinance, this ordinance shall:

71

72 a) Become effective on January 1, 2022 and replace the previous salary ordinance (Ordinance
73 B2019-152); and,

74 b) Continue in effect throughout calendar year 2022 and subsequent years until changed by a
75 subsequent County Board ordinance.

76

77

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Carter Johnson, being first duly sworn, on oath states as follows:

- 1. I am the publisher of the VADNAIS HEIGHTS PRESS, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant of Minnesota Statutes §33 1A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §33 1A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached was published in the newspaper are as follows:

Once a week, for one week, it was published on Wednesday, the 26th day of May, 2021.

- 4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §33 1A.06, is as follows:
a) Lowest classified rate paid by commercial users for comparable space
b) Maximum rate allowed by law for the above matter
c) Total amount charged for the above matter \$ 5.09/inch

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

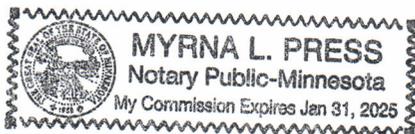
We are a qualified newspaper in the following counties: Anoka, Ramsey and Washington

FURTHER YOUR AFFIANT SAITH NOT.

BY: [Signature]
TITLE: Carter Johnson, Publisher
PRESS PUBLICATIONS
4779 Bloom Avenue
White Bear Lake, MN 55110

Subscribed and sworn to before me on this 26th day of May, 2021.

[Signature]
Notary Public



RAMSEY COUNTY, MINNESOTA
OFFICE OF THE COUNTY MANAGER
ST. PAUL, MINNESOTA
BOARD OF COMMISSIONERS
PUBLIC HEARING NOTICE
NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a public hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday June 15, 2021, in the Council Chambers, third floor of the Court House, 15 West Kellogg Boulevard, Saint Paul, MN 55102.
This public hearing will be conducted in order to afford the public an opportunity to comment on the proposed 2022 Salary Ordinance for compensation to the Board of Commissioners for calendar year 2022.
The entire proposed Ordinance can be found on Ramsey County's web site www.ramseycounty.us/publichearings, or obtained by contacting the Chief Clerk's Office at ChiefClerk@co.ramsey.mn.us or 651-266-8001.
Persons who intend to testify are requested to contact the Chief Clerk's Office prior to Tuesday, June 15, 2021.
Published one time in the Vadnais Heights Press on May 26, 2021.

Board of Commissioners

Request for Board Action

Item Number: 2021-297

Meeting Date: 6/15/2021

Sponsor: County Attorney's Office

Title

Request for an Unclassified Full-Time Equivalent

Recommendation

Approve the designation of a current vacant Full-Time Equivalent in the unclassified service in the classification title of Assistant Division Director - County Attorney position in accordance with Minnesota Statutes 383A.282 and 383A.286, subdivision 3.

Background and Rationale

Human Resources recommends the approval of the Ramsey County Attorney Office's request to designate a current Full-Time Equivalent (FTE) as an unclassified position in the title of Assistant Division Director-County Attorney (Unclassified) to assist the Chief Deputy County Attorney in managing their division.

The duties of this position will involve significant discretion and substantial involvement in the development, interpretation, and implementation of department policy. *The Assistant Division Director - County Attorney (Unclassified)* will report to the Chief Deputy County Attorney and is responsible for strategic initiatives to achieve racial equity and supporting the Chief Deputy County Attorney and Division Directors in managing their work in the Human Services section to connect with the vision, mission and values of the county and the County Attorney's Office. This new position will lead and oversee the work of a Planning Manager and the Planning Specialist staff who conduct community outreach and division policy development to achieve equitable outcomes. This position will also direct and manage the office's diversity, equity and inclusion competency development across the office internally. This work directly aligns with the county's strategic priority of Talent Attraction, Retention, and Promotion and enhancing the work culture.

The Assistant Division Director will function as a member of the management team and have significant involvement in the formulation and implementation of policies and procedures related to community engagement, race equity and the elimination of racial disparities. The addition of this position will strengthen the management team and better enable each division to serve the residents of Ramsey County.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The COVID-19 pandemic has presented the County with significant and unprecedented challenges. The community is hurting due to the economic, social and health impacts of the global pandemic that everyone has endured for more than a year. It is clear that people of color, those with mental health and/or chemical dependency challenges, and those living in under-resourced communities, who already disproportionately experience health, racial, and socio-economic inequities, have suffered the most due to the loss of loved ones, caregivers, service sector and other jobs, social supports and in-school learning for children. The goals of the justice system should be to make amends for the harm caused and motivate behavior change through a

community-oriented problem-solving lens. To accomplish this, Ramsey County needs to shift responses away from the tough-on-crime practices of the past in favor of smart-on-crime policies that deliver compassionate accountability through restorative approaches. In addition, working collaboratively with County leadership, impacted communities and our frontline staff to drive transformative change.

Community Participation Level and Impact

This action will put more focus on the communities impacted by our actions. These efforts will include leading strategic initiatives to change practices, policies, and procedures to build proximity with the children and families we serve, promote compassion, well-being and connection to community-based resources and to address underlying contributors to involvement with public.

Inform Consult Involve Collaborate Empower

Fiscal Impact

This action will not require a complement increase or budget adjustment. Funds are available in the 2021 Ramsey County Attorney's Office budget.

County Manager Comments

County Board approval is required for requests of additional positions as unclassified. The Human Resources Director certifies that the designation of the Assistant Division Director - County Attorney as unclassified is consistent with the standards and criteria of the Personnel Act Minnesota Statute 383A.286, Subd. 3.

Last Previous Action

None.

Attachments

1. Study Summary
2. Classification Specification - Assistant Division Director (Unclassified)

Study Summary

The Ramsey County Attorney's Office (RCAO) determined the need for an additional *Assistant Division Director - County Attorney (Unclassified)* position reporting to the Chief Deputy of the Human Services Section. This position's working title will be the Director of Strategic Initiatives and will support the division directors over the juvenile/youth justice, child support, and human services legal divisions to drive transformative change in legal services. These efforts will include leading strategic initiatives and community engagement to change practices, policies, and procedures to build proximity with the children and families we serve, promote compassion, well-being and connection to community-based resources and supports to address underlying contributors to involvement with public systems. The Director of Strategic Initiatives will be a part of the management team and will enable the Human Services section to better serve the residents of Ramsey County by strengthening how we deliver those services and how we engage with community. The Director of Strategic Initiatives will also oversee and direct the work of a planning manager and planning specialist staff who are responsible for conducting community outreach and engagement and developing policy to ensure racial equity. The duties of this position will involve significant discretion and substantial leadership and involvement in the development, interpretation, and implementation of department policy related to community engagement, racial equity, and the elimination of racial disparities.

The Strategic Initiatives Director will also manage the County Attorney Office's diversity, equity and inclusion strategies and competency development across the office. The County Attorney's Office desires to strengthen and support this body of work internally to enhance the work culture of the County Attorney's Office. This work uplifts and complements the Talent Attraction, Retention and Promotion strategic priority of the county.

This request is not asking for an additional Full Time Equivalent (FTE), as this will not increase our FTE, but rather, this request is expected to be accomplished within the County Attorney's Office existing budget and personnel count. Under the current structure, the Human Services Section has a Chief Deputy County Attorney, three Division Directors - County Attorney (Unclassified) and three Assistant Division Directors - County Attorney (Unclassified). The Human Services section is comprised of 209.0 FTEs of Ramsey County Attorney's Office staff currently supervised by the Chief Deputy County Attorney.

By intentionally focusing this position on equity, the County Attorney's office hopes to achieve the County's goals of strengthening individual, family and community health, safety and well-being; and promoting opportunity and economic prosperity for all. In order to combat systemic disparities and achieve the sustainable change our community demands and deserves; we will build our dedicated leadership capacity to focus on transformational change efforts.

The Human Resources Department followed its normal process for conducting the classification study including:

- Meeting with management to identify the duties and responsibilities of the proposed additional Assistant Division Director - County Attorney (Unclassified); and
- Reviewing the duties, responsibilities, and qualifications and determining if any existing classification met the requirements;

The Human Resources Department classification study determined:

- The County Attorney Office's request for an additional *Assistant Division Director – County Attorney (Unclassified)* is supported at this classification level.

- The work of this position is necessary to intentionally focus on and promote racial equity and support staff at the Human Services Legal Division, Youth Justice & Wellness Division, and the Child Support Services Division. The classification will report to the Chief Deputy County Attorney.
- This request will not require a complement increase or an increase in funding. The department will reclassify a vacant Assistant County Attorney 3 position for this additional classification.
- The *Assistant Division Director -County Attorney (Unclassified)* classification meets the standards and criteria of the Personnel Act, Minnesota Statute 383A.286, Subd. 3.

Recommendation

Approve designation of one additional *unclassified, unrepresented Assistant Division Director – County Attorney position*.

Job Class Title: Assistant Division Director – County Attorney (Unclassified)

BASIC FUNCTION:

To assist in managing and directing the functions of a designated division (Pre-Trial Justice Division; Criminal Division; Juvenile Division; Civil Division; Victim, Witness and Community Services Division; Human Services Legal Division; or Child Support Services Division) of the Office of the Ramsey County Attorney; to participate as a member of the County Attorney's Management Team in the formulation and implementation of policies and procedures for carrying out the responsibilities of the Office of the Ramsey County Attorney; to assist in the supervision and direction of division staff in carrying out the mission of the assigned division; to perform designated non-managerial functions specific to the functions of the division to which assigned; and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED

1. Promote a diverse, culturally competent, and respectful workplace.
2. Direct community outreach relationships and programs to attract and retain a diverse workforce.
3. Assist the division director in the supervision and management of all functions of the division to which assigned, and function as division director in the director's absence.
4. Perform designated specialized non-supervisory functions relating to the functions of the division to which assigned.
5. Conduct performance appraisals on attorneys, law clerks, paralegals, investigators, advocates, child support enforcement staff, support staff, and office managers/supervisors.
6. Assist in the supervision of attorneys, law clerks, paralegals, investigators, advocates, support staff, child support supervisors and child support enforcement staff by reviewing, evaluating, revising and discussing work product and policy, legal opinions, charging decisions, and litigation pleadings, strategies and settlements, so that legal positions and office policies are thoughtful, accurate, consistent and well-communicated.
7. Conduct/participate in meetings of Division, County Attorney's Management Team, other Management Teams within Ramsey County and other Ramsey County committees.
8. Upon the request of the County Attorney, provide public information by speaking to media, individual citizens or groups, and respond to questions and complaints from the public to facilitate understanding of the functions of the Office of the Ramsey County Attorney and the law.
9. Serve as a resource and task force or committee participant for appropriate entities such as law enforcement organizations, Council on Abuse, Child Abuse Team, County Attorney's Association, medical community, citizens groups, state-wide groups, State Government groups and the Legislature by providing research and legal information.
10. Communicate with all law enforcement agencies on criminal justice policies and procedures of mutual interest within the jurisdiction of the Office of the Ramsey County Attorney.
11. Provide training in the law, state and federal regulations, and in all areas of responsibility within the Office of the Ramsey County Attorney.
12. Advise clients in writing, in person or on telephone after obtaining facts from clients and researching applicable law so that clients may formulate policy in conformity with law and with knowledge of legal risks.
13. Draft legal documents such as contracts, leases, pleadings, etc. by obtaining objectives from client, researching law and writing documents so that it both conforms to law and meets client's objectives.
14. Draft legislation by determining client's or public policy objectives and drafting appropriate language; monitor legislative problems and communicate any problems with legislation along with suggested solutions to legislative liaison.
15. Participate in policy making and setting policy within Division and within the office as a whole, to include establishing and implementing charging standards, plea negotiation standards, sentencing procedures, and collection and enforcement policy, subject to the direction and approval of the Ramsey County Attorney.

16. Study and analyze existing systems, make recommendations for improvements, implement change and innovation, such as converting manual operations to automated systems or establishing new procedures for managing contracts, litigation, specific collection functions or administrative hearings.
17. Supervise the preparation of periodic reports and caseload analyses.
18. Interpret policies and procedures to subordinate supervisors, explain their applications and ensure that they are followed by staff.
19. Identify and meet the training needs of staff in order to meet program goals.
20. Develop standards, contracts and policies necessary in the administration of the division.
21. Assist the division director by developing, implementing and revising policies and procedures necessary to ensure compliance with all applicable statutes and rules.
22. Assist the division director in developing innovative programs to address matters of public safety, crime prevention and intervention, civil law and child support and seek additional funding for these innovative programs by applying for local, state, and federal grant funds.
23. Assist the division director in supervising grant-funded programs and preparing all reports necessary to comply with the requirements of all local, state, or federal grants.
24. Assist the division director in supervising extradition of adult and juvenile offenders by: approving or declining extradition of these individuals from other states and foreign jurisdictions for return to Ramsey County; assisting other states and foreign jurisdictions in the return of their offenders residing in Ramsey County; and preparing extradition documents for signature by the Governor or United States State Department.
25. Assist the division director in supervising the implementation of the Uniform Mandatory Disposition of Detainers Act by approving or declining the return and prosecution of prisoners in Minnesota state correctional facilities, foreign state facilities, and United States correctional facilities on criminal charges originating in Ramsey County and by supervising the preparation of appropriate documents required under the Uniform Mandatory Disposition of Detainers Act.
26. Recommend to the court or oppose the reinstatement and forfeiture of bail in the amount of money that is just and appropriate for payment to Ramsey County or the State of Minnesota.
27. Assist the division director in the establishment of guidelines and criteria for the pre-court diversion of adult and juvenile offenders and, in specific cases, approve or decline the diversion of offenders who request alternative resolution of their cases.
28. Assist the division director in supervising the implementation of various Interstate Compacts including the Interstate Compact on Witnesses and the Interstate Compact on Juveniles by: assisting foreign jurisdictions in compelling witness residing in Ramsey County to return to the demanding state to testify; by approving the return to Ramsey County of essential witnesses residing in foreign jurisdictions; and by approving or declining the payment of money for transportation, food and lodging of these witnesses.
29. Assist the division director in supervising the selection of expert witnesses needed to testify in criminal and civil cases and authorizing the expenditure of money to be paid to these witnesses.
30. Assist the division director in evaluating, developing, preparing and presenting the division's budget recommendations to the County Attorney.
31. Assist the division director in implementing, supervising, monitoring and modifying the division budget.
32. Assist the division director in enforcing employment policies and procedures including but not limited to: evaluating and making recommendations on candidates for employment and promotion; making recommendations and enforcing disciplinary actions; and supervising the enforcement of performance improvement plans.
33. Supervise the selection and impaneling of the Ramsey County Grand Jury; provide legal advice to the grand jury and present cases for its review.
34. Assist the division director in supervising the prosecution of juvenile and adult offenders, including the decision to certify a juvenile to stand trial as an adult and/or to refer an offender for federal prosecution.
35. Assist the division director in supervising all legal proceedings involving the enforcement of child support and the establishment of paternity.
36. Assist the division director in supervising all legal matters involving child protection, civil commitments, and other areas of civil law, which are the responsibility of the County Attorney.

(The work assigned to a position in this classification may not include all possible tasks in this description and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

Assist in the supervision of a division of up to 160 employees, including managers/supervisors, attorneys, law clerks, paralegals, investigators, advocates, child support enforcement staff, and support staff positions. Assist in making hiring decisions with respect to law clerks, paralegals, and support staff; and assist in making recommendations regarding the hiring of attorneys and other professional personnel.

INTERNAL/EXTERNAL RELATIONSHIPS:

Daily contact with the County Attorney, First Assistant County Attorney, Chief Deputy County Attorney, police departments, social service agencies, County Board, County Manager, County department heads, citizens, judges, Chiefs of Police Association, and attorneys both within and outside of the Office of the Ramsey County Attorney. Daily contact with school personnel, probation officers and supervisors, Chiefs of Police, police officers, and District Court personnel. Weekly contact with State and Federal Department of Human Services to discuss the impact and implementation of regulations. Monthly contact with legislators, other local elected officials and staff. Monthly contact with the County Attorneys Association and its Boards and Committees, Chiefs of Police Association, foreign police departments, foreign social service agencies, foreign police and probation agencies, and schools from outside of Ramsey County and the state.

IMPACT ON SERVICES/OPERATIONS:

Directly affects the ability to organize, direct, manage and coordinate a division of the Office of the Ramsey County Attorney under the direction of the division director. Positions are responsible for assisting in division management and for performing designated specialized non-supervisory functions in the division to which assigned. Proper performance of duties results in the provision of effective, timely legal services for the citizens of Ramsey County and for Ramsey County government. Improper performance would result in poorly managed divisional services, leading to failure of division to achieve its essential mission and possible legal liabilities resulting therefrom. Improper performance would result in significant risks to public safety if individuals guilty of serious crimes go unpunished or individuals wrongly accused are prosecuted. Decisions made significantly impact the tax resources of the county in that the costs of prosecution, legal advice given to the County Board and other county agencies, and the enforcement of child support greatly affect the revenue and liability of the county.

WORK ENVIRONMENT:

Work is performed in a standard office environment, in courtrooms, counsel chambers, and public forums. Work involves use of a computer for several hours per day. May require commuting within the metro area, thereby involving exposure to seasonal weather conditions.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Knowledge of criminal and civil law and their application.
- Knowledge of pretrial and trial procedure and rules of evidence.
- Knowledge of legal research techniques.
- Knowledge of specific statutes, ordinances, regulations and case law affecting the operation of Ramsey County departments.
- Knowledge of specialized fields such as medicine, engineering, real estate appraisal, psychology, chemistry, etc., when necessary, to effectively represent clients.
- Knowledge of the provisions of federal, state and local laws pertaining to human services; principles and practices of social services or economic assistance administration; principles and techniques of

management and supervision; public and private community resources available for referral and utilization of human services programs.

- Knowledge of the court system in Ramsey County.
- Knowledge of Ramsey County operations.
- Knowledge of procedures and rules for Administrative Hearings.
- Thorough knowledge of the principles and techniques of public administration including management, supervision, training and labor relations.
- Knowledge of the methods of computerized legal research.
- Knowledge of federal and state child support statutes, case law, and regulations.
- Ability to organize, direct and supervise a division within the Office of the Ramsey County Attorney.
- Ability to understand, interpret and execute policies for child support programs.
- Ability to relate well to people at all levels in a manner that promotes cooperation and teamwork; direct and supervise the work of others; express ideas clearly and concisely, both verbally and in writing.
- Ability to develop procedures; apply managerial principles and department policies in directing a major division or multiple programs; promote and support community partnerships; prepare and present reports.
- Ability to identify major trends, assign priority to objectives, and allocate resources effectively towards those objectives.
- Ability to appraise, interpret and apply legal principles and precedents to difficult legal problems.
- Ability to prepare, present, and try complex civil or criminal cases and solve complex legal issues.
- Ability to present statements of fact, law, and argument clearly, logically, and forcefully, both in written and oral form.
- Ability to weigh the consequences of decisions which affect the office, county law enforcement agencies and the public.
- Ability to train and direct the work of other professional and non-professional staff members.
- Ability to communicate with and relate calmly, logically and sensitively to crime victims, police, other attorneys, County departments, labor union representatives, community organizations, the media and the public.

MINIMUM QUALIFICATIONS:

For Assistant Division Directors in Pre-Trial Justice; Criminal; Juvenile; Civil; Victim, Witness and Community Services; or Human Services Legal Divisions:

Education: Graduation from an accredited college of law.

Experience: Six years of experience as a practicing attorney.

Certifications/Licensure: Licensed to practice law in the State of Minnesota and completion of 45 credits of legal education every three years.

For Assistant Division Directors in Child Support Services Division:

Education: Bachelor's Degree in public administration, business administration or a related field.

Experience: Six years of administrative/managerial experience in a comparable environment.

Substitution: Experience may substitute for education, and education for experience on a year-for-year basis.

Revisions: 09-25-19, 04-21-17, 04-04-16, 07-25-14, 05-12-03

Board of Commissioners

Request for Board Action

Item Number: 2021-280

Meeting Date: 6/15/2021

Sponsor: Property Tax & Election Services

Title

Sale of a Tax-Forfeited Property Located at 390 Fry Street to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota

Recommendation

1. Approve the sale of the tax-forfeited property located at 390 Fry Street (33-29-23-41-0065) to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota for \$7,275.00, plus maintenance costs and recording fees, with a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing; and
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

Background and Rationale

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (“HRA”) requests to acquire the tax-forfeited property located at 390 Fry Street for a price less than its market value. The property is an unimproved residential lot, 40 by 120 feet. The County Assessor’s Office has determined the market value to be \$29,100.00. The HRA has partnered with Next 7th Properties, LLC, to develop new affordable housing. The development is expected to take place within 18 months from the date HRA acquires title to the property, which meets expectations as set in Section 4.57.60.b.1 of Ramsey County’s Admin Code.

Minnesota Statutes, section 282.01, subd. 1a (d) allows the county board to sell tax-forfeited land for less than its market value to a government subdivision of the state if it believes that a reduced price will lead to the development of affordable housing. The government subdivision must document its specific plans for developing affordable housing and the specific law or laws that empower it to acquire real property in furtherance of the plans.

Property Tax, Records & Election Services has reviewed the specific plans and authorizations required by statute and recommends that the property be sold to the HRA. A Memorandum of Understanding between the County and the HRA requires the HRA to place and enforce a deed restriction and/or declaration of restrictive covenant on the property requiring that it will only be sold to parties qualifying for affordable housing for the next seven years.

On August 20, 2019 the County Board approved lowering the maximum threshold to qualify for the owner-occupied affordable housing discount from 115% of the area median household income as adjusted for family size (“AMI”) to 80% AMI. For this sale, a qualifying purchaser is a homebuyer who continuously occupies and homesteads the property and whose household income at the time of written application to acquire the property does not exceed 80% of the area median income as adjusted for family size. Duplex and triplex properties may include rental units. Since the development will be for affordable housing the recommended sale price at 25% of the market value or \$7,275.00, plus maintenance costs and recording fees, is consistent with the County Board policy describing the terms under which it will sell property for less than market value for affordable housing.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

There is a 32.7% disparity in homeownership rates between white and non-white households in the City of Saint Paul, with only 28.5% of non-white households living in a space they own and control, as opposed to paying rent. Homeownership has been shown as an effective way to transfer wealth/prosperity between generations and the lack of homeownership has future implications on the prosperity of these households. For non-white, low-income households, the recent increases in rents mean that there is limited affordable rental housing available. The increase in home values means that there are fewer options for affordable home ownership as a choice or as an alternative to renting. While the numbers are relatively small, the program of selling tax forfeited property for the development of owner-occupied and affordable rental housing helps to increase the number of properties available for low income families, including non-white families.

For more information on housing affordability by race see

<https://www.stpaul.gov/departments/planning-economic-development/racial-equity-metrics> and <https://www.ramseycounty.us/sites/default/files/Government/Leadership/Board%20of%20Commissioners/Board%20workshops%20%26%20discussions/02-26-19%20Discussion%20Packet%20-%20Housing%20Affordability.pdf> and pages 6 to 8 of <https://www.ramseycounty.us/sites/default/files/Budget%20and%20Finance/2020-2021%20Budget/County%20Auditor%20Treasurer%202020%20property%20tax%20trends%20presentation.pdf>

Community Participation Level and Impact

The community is informed about this action through County Board documentation, which is published on the County’s website at <https://www.ramseycounty.us/your-government/leadership/board-commissioners/board-meetings-information>

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Revenue from sales of tax-forfeited property is deposited into the Tax Forfeited Land Sale Fund. Net proceeds in the Fund, after paying administration costs and assessments, are distributed 40% to the County, 40% to the School District and 20% to the City of Saint Paul on an annual basis.

County Manager Comments

The proposed action is consistent with Minnesota Statutes and County Board policy dealing with the sale of tax-forfeited land to a government subdivision for less than market value for the development of affordable housing. The Memorandum of Understanding providing for a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing helps to ensure that the property will be used for affordable housing.

Last Previous Action

On August 20, 2019, the County Board lowered the maximum qualifying threshold for the owner-occupied affordable housing discount from 115% of the area median household income as adjusted for family size to 80% AMI. The Board also provided that the income qualification requirements will terminate in the case of foreclosure or foreclosure related activity (Resolution B2019-202).

On February 26, 2019, the County Board held a workshop and discussed Housing Affordability.

On October 24, 2017 the County Board approved the amended terms of sale and enforcement requirements for the sale of non-conservation tax-forfeited property for less than market value to a governmental subdivision of the state for the development of affordable housing and expanded the program to allow for the development of rental property for affordable housing (Resolution B2017-274).

On July 23, 2013 the County Board adopted a policy establishing the terms and conditions to sell tax-forfeited property for less than market value to a governmental subdivision of the state if it believes that a reduced price will lead to the development of affordable housing (Resolution 2013-210).

Attachments

- 1.Resolution No. RES PH 20-202, Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, Dated: April 16, 2021
- 2.Memorandum of Understanding between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and Ramsey County
- 3.Map of property



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Certified Copy

Resolution-Public Hearing: RES PH 20-202

File Number: RES PH 20-202

Authorization to acquire the tax forfeited parcel located at 612 Wells Street and convey such parcel to Dayton's Bluff Neighborhood Housing Services; to acquire the tax forfeited parcel located at 390 Fry Street and convey to Next 7th Properties, LLC; to acquire the tax forfeited parcel located at 1179 Seminary Avenue and convey to Community Action Partnership of Ramsey and Washington Counties, all for the development of affordable housing, Districts 5, 13 and 11, Wards 6 and 4

WHEREAS, the HRA recognizes the problems created by vacant lots and blighted properties not being maintained or being of value to the community, and it also recognizes the need to take the initiative to convert these lots and dilapidated structures into decent, safe, and sanitary housing for persons of low and moderate income; and

WHEREAS, the HRA supports increased volume in the treatment of vacant lots and dilapidated structures where possible by all developers, including for-profit and nonprofit entities, and with these objectives in mind, the HRA needs to assist other potential developers of properties and take full advantage of the opportunity to redevelop properties into housing for persons of low and moderate income; and

WHEREAS, Ramsey County approved a policy by Resolution B2017-274, as amended B2019-202, to create incentives for development of affordable housing ("Ramsey County Resolution"); and

WHEREAS, HRA approved a policy under HRA Resolution 14-867 ("HRA Resolution") for properties acquired by HRA which is complementary to the Ramsey County Resolution and defines the process for holding and sale of Tax Forfeit properties; and

WHEREAS, HRA has the power to engage in housing projects development activities under Chapter 469 of the Minnesota Statutes, Housing and Redevelopment Act, and by authority of said Act engages in activities relating to: 1) housing projects and development; 2) removal or prevention of the spread of conditions of blight or deteriorations; 3) bringing substandard buildings and improvements in compliance with public standards; 4) disposition of land for private development; and 5) improving the tax base and the financial stability of the community; and

WHEREAS, the HRA engages in the aforementioned activities when housing projects or development needs cannot be met through reliance solely upon private initiative, and may engage in said activities in targeted communities; and

WHEREAS, the HRA was notified by the Taxation Department of Ramsey County of the availability of a certain parcel of land located in the City of Saint Paul which has been forfeited to Ramsey County because of unpaid taxes, such parcel being located at 612 Wells Street, Saint Paul, Minnesota and legally described as Lot 7, Stinson's Subdivision of Block 36 of Arlington Hills Addition to St. Paul and 390 Fry Street, Saint Paul, Minnesota and legally described as Lot 21, Block 2, Milham Park and 1179 Seminary Avenue, Saint Paul, Minnesota and legally described as Lot 26, Block 3, Gilbert's Addition (individually referred to as the "Parcel" and collectively as the "Parcels"); and

WHEREAS, the Parcels described in this resolution are being acquired for the price determined by

Ramsey County based on the intended developer designation and use which is necessary to provide for the redevelopment of the Parcels for affordable housing and constitutes HRA public purposes; and

WHEREAS, the developers Dayton's Bluff Neighborhood Housing Services, Next 7th Properties, LLC and Community Action Partnership of Ramsey and Washington Counties ("Developers") will provide funds for the acquisition and development of the Parcels and have agreed to the terms and conditions of the Ramsey County Policy; and

WHEREAS, a public hearing was held on September 23, 2020 to authorize conveyance of the Parcels to the Developers.

NOW, THEREFORE, BE IT RESOLVED by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, that the public acquisition from Ramsey County and subsequent conveyance to the Developers of the Parcels identified as:

- **612 Wells Street** in District 5, Ward 6, (Lot 7, Stinson's Subdivision of Block 36 of Arlington Hills Addition to St. Paul); Purchaser: Dayton's Bluff Neighborhood Housing Services
- **390 Fry Street** in District 13, Ward 4 (Lot 21, Block 2, Milham Park); Purchaser: Next 7th Properties, LLC
- **1179 Seminary Avenue** in District 11, Ward 4, Lot 26, Block 3, Gilbert's Addition; Purchaser: Community Action Partnership of Ramsey and Washington Counties

is authorized by applicable law, including Minnesota Statutes section 469.012, subdivision 1g, and is hereby approved for public purposes in accordance with the following:

1. That the Tax Forfeited Parcel 612 Wells Street Parcel is being acquired for conveyance to Dayton's Bluff Neighborhood Housing Services for new construction to be sold or rented for affordable housing and for homeownership consistent with the Ramsey County Resolution and HRA Resolution. The development will take place within 18 months from the date HRA acquires title to the Parcel. The acquisition meets the public purposes of Minnesota Statute Chapter 469.

2. That the Tax Forfeited Parcel 390 Fry Street Parcel is being acquired for conveyance to Next 7th Properties, LLC for new construction to be sold or rented for affordable housing and for homeownership consistent with the Ramsey County Resolution and HRA Resolution. The development will take place within 18 months from the date HRA acquires title to the Parcel. The acquisition meets the public purposes of Minnesota Statute Chapter 469.

3. That the Tax Forfeited Parcel 1179 Seminary Avenue Parcel is being acquired for conveyance to Community Action Partnership of Ramsey and Washington Counties for new construction to be sold or rented for affordable housing and for homeownership consistent with the Ramsey County Resolution and HRA Resolution. The development will take place within 18 months from the date HRA acquires title to the Parcel. The acquisition meets the public purposes of Minnesota Statute Chapter 469.

4. That funds for the redevelopment costs and acquisition price for the Parcels will come from Dayton's Bluff Neighborhood Housing Services, Next 7th Properties, LLC and Community Action Partnership of Ramsey and Washington Counties for the respective Parcels.

5. The HRA Executive Director and staff are hereby authorized and directed to take all actions

needed to implement this Resolution, including without limitation the preparation of documents, and the HRA Executive Director is authorized to execute all documents, instruments and agreements as are necessary and proper, are approved by the City Attorney, and do not substantially and adversely affect the rights and obligations of the HRA except that the deed of conveyance from the HRA to the Developer shall be executed by the HRA Chair.

I, Tina Sheldon, HRA Recording Secretary, certify that this is a true and correct copy of RES PH 20-202 as adopted by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota on 9/23/2020.

Attest: 
Sheldon, Tina

April 16, 2021
Date Certified

Memorandum of Understanding

This Memorandum of Understanding ("Memorandum") is made and entered by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "HRA"), and the County of Ramsey ("County" or "Ramsey County").

Recitals

WHEREAS, the HRA wishes to purchase the tax-forfeited property located at 390 Fry Street, PIN: 33.29.23.41.0065 (the "Property"), for less than its market value for the purpose of developing affordable housing in partnership with Next 7th Properties, LLC; and

WHEREAS, the HRA can purchase the Property for less than market value only if the Property will be used for the development of affordable housing; and

WHEREAS, the County is willing to accommodate the HRA's request to purchase the Property on the terms and conditions contained in this Memorandum.

NOW THEREFORE, in consideration of the recitals, and other good and valuable consideration, and intending to be legally bound, the HRA and County agree as follows:

1. The HRA has provided to the County its specific plans for developing affordable housing on the Property and the specific law or laws that empower it to acquire the Property in furtherance of those plans.
2. **Identity of the Developer.** The HRA identifies Next 7th Properties, LLC, as the developer (the "Developer") of the Property. The HRA agrees that the Developer meets the requirements for developers set forth in Section 4.57.60.b.1. of the Ramsey County Administrative Code.
3. The County Assessor has determined that the Property has a current market value of \$29,100. In consideration of the Property's use for affordable housing, the County will sell the Property to the HRA for 25% of its market value, which is \$7,275 plus maintenance costs and recording fees.
4. The HRA agrees to sell the Property for affordable housing to only a "qualified homebuyer", which is defined as a buyer agreeing to continuously occupy and homestead the Property and whose household income does not exceed 80% of area median income as adjusted for family size. Income qualification must only be satisfied at time of the written application by the qualified homebuyer. If the

HRA will first convey the Property to the Developer before construction commences, this requirement will not apply to the initial sale of the Property to the Developer.

5. Any resale of the Property by the initial qualified homebuyer during the seven (7) years after the purchase of the Property by the initial qualified homebuyer from the Developer must be to another qualified homebuyer.
6. The HRA will place a Declaration of Conditions and Restrictions of record to assure compliance with sections 4 and 5 of this Memorandum. The HRA shall require in its purchase agreement with the qualified homebuyer that if the qualified homebuyer fails to maintain the Property as the homebuyer's homestead as set forth in Section 4 above, the qualified homebuyer is liable for a pro-rated share of the Property's discounted market value paid by the qualified homebuyer to be repaid to the County. The HRA will either enforce the Declaration or the terms of its purchase agreement with the qualified homebuyer. Ramsey County has no obligation to enforce the Declaration.
7. The income qualification requirements set forth in Section 4, as well as the Declaration described in Section 6 and accompanying provisions to recapture benefits will terminate upon occurrence of any of the following events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD or to a conventional mortgage lender.

SIGNATURE PAGE FOLLOWS

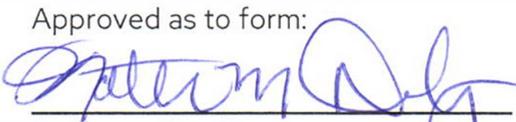
IN WITNESS WHEREOF, the HRA and County have executed this Memorandum by its authorized representatives as of the last date written below ("Effective Date").

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

By: 
Chris Tolbert
Its: Chair or Commissioner
Date: 4/11/21

By: 
Nicolle Goodman
Its: Executive Director
Date: _____

By: 
John McCarthy or Michael Solomon
Its: Director or Designee, Office of
Financial Services
Date: 4-9-2021

Approved as to form:

Assistant City Attorney
Date: 4-9-2021

COUNTY OF RAMSEY

By: _____
Toni Carter, Chair
Board of County Commissioners
Date: _____

By: _____
Abby Goldsmith, Interim Chief Clerk
Board of County Commissioners
Date: _____

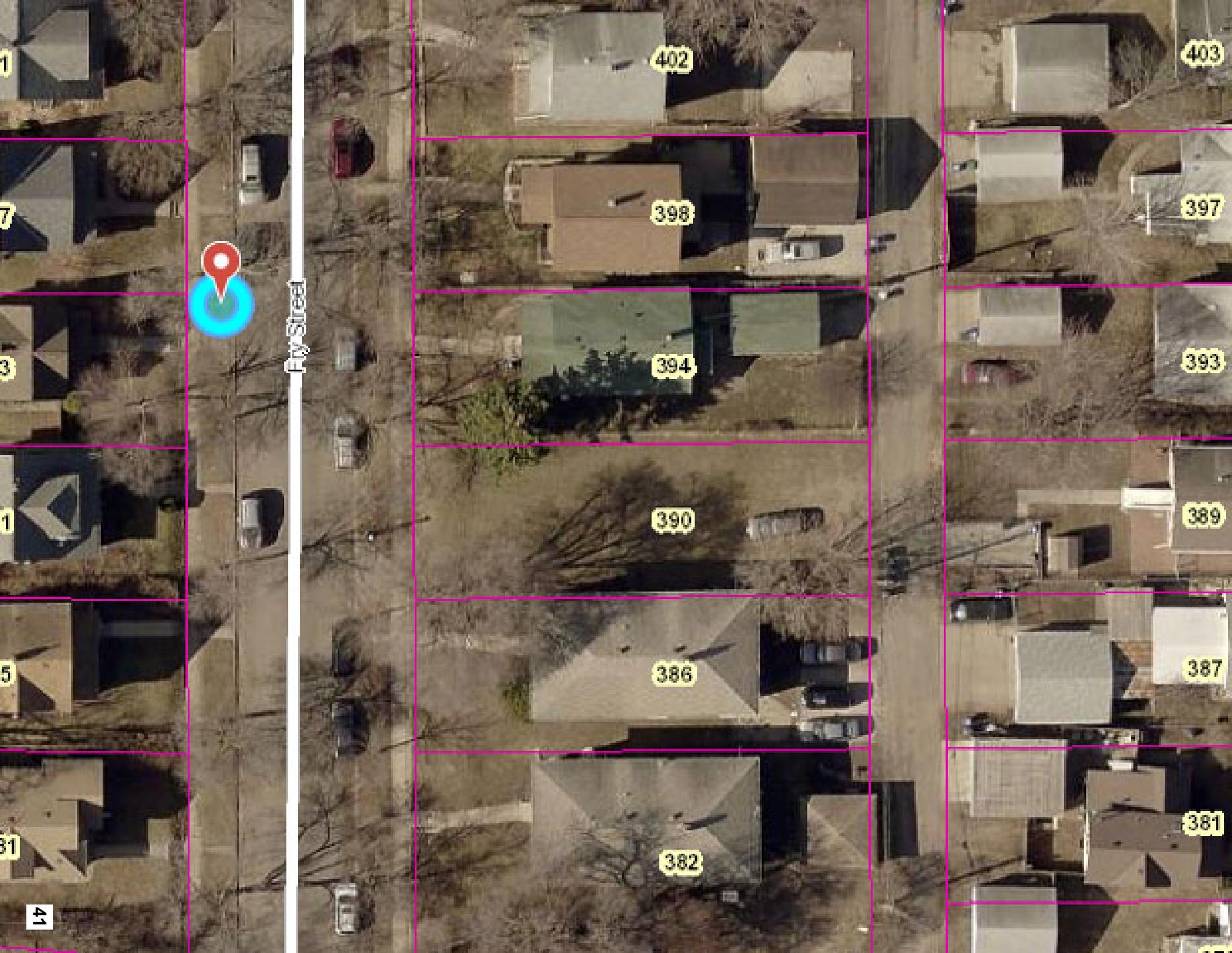
Approval recommended:

By: 
Heather Bestler
County Auditor/Treasurer
Date: 04/21/2021

Approved as to form:


Assistant County Attorney
Date: April 21, 2021

This instrument was drafted by:
Ramsey County Property Tax and Election Services
Tax Forfeited Land Section
90 Plato Blvd. W.
St. Paul, MN 55107



Fly Street



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7

3

1

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Board of Commissioners

Request for Board Action

Item Number: 2021-281

Meeting Date: 6/15/2021

Sponsor: Property Tax & Election Services

Title

Sale of a Tax-forfeited Property Located at 612 Wells Street to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota

Recommendation

1. Approve the sale of the tax-forfeited property located at 612 Wells Street (29-29-22-42-0195) to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota for \$3,500.00, plus maintenance costs and recording fees, with a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing; and
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding

Background and Rationale

The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("HRA") requests to acquire the tax-forfeited property located at 612 Wells Street for a price less than its market value. The property is an unimproved residential lot, 40 by 125 feet. The County Assessor's Office has determined the market value to be \$14,000.00. The HRA has partnered with Dayton's Bluff Neighborhood Housing Services, to develop new affordable housing. The development is expected to take place within 18 months from the date HRA acquires title to the property, which meets expectations as set in Section 4.57.60.b.1 of Ramsey County's Admin Code.

Minnesota Statutes, section 282.01, subd. 1a (d) allows the county board to sell tax-forfeited land for less than its market value to a government subdivision of the state if it believes that a reduced price will lead to the development of affordable housing. The government subdivision must document its specific plans for developing affordable housing and the specific law or laws that empower it to acquire real property in furtherance of the plans.

Property Tax, Records & Election Services has reviewed the specific plans and authorizations required by statute and recommends that the property be sold to the HRA. A Memorandum of Understanding between the County and the HRA requires the HRA to place and enforce a deed restriction and/or declaration of restrictive covenant on the property requiring that it will only be sold to parties qualifying for affordable housing for the next seven years.

On August 20, 2019 the County Board approved lowering the maximum threshold to qualify for the owner-occupied affordable housing discount from 115% of the area median household income as adjusted for family size ("AMI") to 80% AMI. For this sale, a qualifying purchaser is a homebuyer who continuously occupies and homesteads the property and whose household income at the time of written application to acquire the property does not exceed 80% of the area median income as adjusted for family size. Duplex and triplex properties may include rental units. Since the development will be for affordable housing the recommended sale price at 25% of the market value or \$3,500.00, plus maintenance costs and recording fees, is consistent with the County Board policy describing the terms under which it will sell property for less than market value for affordable housing.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

There is a 32.7% disparity in homeownership rates between white and non-white households in the City of Saint Paul, with only 28.5% of non-white households living in a space they own and control, as opposed to paying rent. Homeownership has been shown as an effective way to transfer wealth/prosperity between generations and the lack of homeownership has future implications on the prosperity of these households. For non-white, low-income households, the recent increases in rents mean that there is limited affordable rental housing available. The increase in home values means that there are fewer options for affordable home ownership as a choice or as an alternative to renting. While the numbers are relatively small, the program of selling tax forfeited property for the development of owner-occupied and affordable rental housing helps to increase the number of properties available for low income families, including non-white families.

For more information on housing affordability by race see

<https://www.stpaul.gov/departments/planning-economic-development/racial-equity-metrics> and <https://www.ramseycounty.us/sites/default/files/Government/Leadership/Board%20of%20Commissioners/Board%20workshops%20%26%20discussions/02-26-19%20Discussion%20Packet%20-%20Housing%20Affordability.pdf> and pages 6 to 8 of <https://www.ramseycounty.us/sites/default/files/Budget%20and%20Finance/2020-2021%20Budget/County%20Auditor%20Treasurer%202020%20property%20tax%20trends%20presentation.pdf>

Community Participation Level and Impact

The community is informed about this action through County Board documentation, which is published on the County’s website at <https://www.ramseycounty.us/your-government/leadership/board-commissioners/board-meetings-information>

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Revenue from sales of tax-forfeited property is deposited into the Tax Forfeited Land Sale Fund. Net proceeds in the Fund, after paying administration costs and assessments, are distributed 40% to the County, 40% to the School District and 20% to the City of Saint Paul on an annual basis.

County Manager Comments

The proposed action is consistent with Minnesota Statutes and County Board policy dealing with the sale of tax-forfeited land to a government subdivision for less than market value for the development of affordable housing. The Memorandum of Understanding providing for a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing helps to ensure that the property will be used for affordable housing.

Last Previous Action

On August 20, 2019, the County Board lowered the maximum qualifying threshold for the owner-occupied affordable housing discount from 115% of the area median household income as adjusted for family size to 80% AMI. The Board also provided that the income qualification requirements will terminate in the case of foreclosure or foreclosure related activity (Resolution B2019-202).

On February 26, 2019, the County Board held a workshop and discussed Housing Affordability.

On October 24, 2017 the County Board approved the amended terms of sale and enforcement requirements for the sale of non-conservation tax-forfeited property for less than market value to a governmental subdivision of the state for the development of affordable housing and expanded the program to allow for the development of rental property for affordable housing (Resolution B2017-274).

On July 23, 2013 the County Board adopted a policy establishing the terms and conditions to sell tax-forfeited property for less than market value to a governmental subdivision of the state if it believes that a reduced price will lead to the development of affordable housing (Resolution 2013-210).

Attachments

1. Resolution No. RES PH 20-202, Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, Dated: April 16, 2021
2. Memorandum of Understanding between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota and Ramsey County
3. Map of property



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Certified Copy

Resolution-Public Hearing: RES PH 20-202

File Number: RES PH 20-202

Authorization to acquire the tax forfeited parcel located at 612 Wells Street and convey such parcel to Dayton's Bluff Neighborhood Housing Services; to acquire the tax forfeited parcel located at 390 Fry Street and convey to Next 7th Properties, LLC; to acquire the tax forfeited parcel located at 1179 Seminary Avenue and convey to Community Action Partnership of Ramsey and Washington Counties, all for the development of affordable housing, Districts 5, 13 and 11, Wards 6 and 4

WHEREAS, the HRA recognizes the problems created by vacant lots and blighted properties not being maintained or being of value to the community, and it also recognizes the need to take the initiative to convert these lots and dilapidated structures into decent, safe, and sanitary housing for persons of low and moderate income; and

WHEREAS, the HRA supports increased volume in the treatment of vacant lots and dilapidated structures where possible by all developers, including for-profit and nonprofit entities, and with these objectives in mind, the HRA needs to assist other potential developers of properties and take full advantage of the opportunity to redevelop properties into housing for persons of low and moderate income; and

WHEREAS, Ramsey County approved a policy by Resolution B2017-274, as amended B2019-202, to create incentives for development of affordable housing ("Ramsey County Resolution"); and

WHEREAS, HRA approved a policy under HRA Resolution 14-867 ("HRA Resolution") for properties acquired by HRA which is complementary to the Ramsey County Resolution and defines the process for holding and sale of Tax Forfeit properties; and

WHEREAS, HRA has the power to engage in housing projects development activities under Chapter 469 of the Minnesota Statutes, Housing and Redevelopment Act, and by authority of said Act engages in activities relating to: 1) housing projects and development; 2) removal or prevention of the spread of conditions of blight or deteriorations; 3) bringing substandard buildings and improvements in compliance with public standards; 4) disposition of land for private development; and 5) improving the tax base and the financial stability of the community; and

WHEREAS, the HRA engages in the aforementioned activities when housing projects or development needs cannot be met through reliance solely upon private initiative, and may engage in said activities in targeted communities; and

WHEREAS, the HRA was notified by the Taxation Department of Ramsey County of the availability of a certain parcel of land located in the City of Saint Paul which has been forfeited to Ramsey County because of unpaid taxes, such parcel being located at 612 Wells Street, Saint Paul, Minnesota and legally described as Lot 7, Stinson's Subdivision of Block 36 of Arlington Hills Addition to St. Paul and 390 Fry Street, Saint Paul, Minnesota and legally described as Lot 21, Block 2, Milham Park and 1179 Seminary Avenue, Saint Paul, Minnesota and legally described as Lot 26, Block 3, Gilbert's Addition (individually referred to as the "Parcel" and collectively as the "Parcels"); and

WHEREAS, the Parcels described in this resolution are being acquired for the price determined by

Ramsey County based on the intended developer designation and use which is necessary to provide for the redevelopment of the Parcels for affordable housing and constitutes HRA public purposes; and

WHEREAS, the developers Dayton's Bluff Neighborhood Housing Services, Next 7th Properties, LLC and Community Action Partnership of Ramsey and Washington Counties ("Developers") will provide funds for the acquisition and development of the Parcels and have agreed to the terms and conditions of the Ramsey County Policy; and

WHEREAS, a public hearing was held on September 23, 2020 to authorize conveyance of the Parcels to the Developers.

NOW, THEREFORE, BE IT RESOLVED by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, that the public acquisition from Ramsey County and subsequent conveyance to the Developers of the Parcels identified as:

- **612 Wells Street** in District 5, Ward 6, (Lot 7, Stinson's Subdivision of Block 36 of Arlington Hills Addition to St. Paul); Purchaser: Dayton's Bluff Neighborhood Housing Services
- **390 Fry Street** in District 13, Ward 4 (Lot 21, Block 2, Milham Park); Purchaser: Next 7th Properties, LLC
- **1179 Seminary Avenue** in District 11, Ward 4, Lot 26, Block 3, Gilbert's Addition; Purchaser: Community Action Partnership of Ramsey and Washington Counties

is authorized by applicable law, including Minnesota Statutes section 469.012, subdivision 1g, and is hereby approved for public purposes in accordance with the following:

1. That the Tax Forfeited Parcel 612 Wells Street Parcel is being acquired for conveyance to Dayton's Bluff Neighborhood Housing Services for new construction to be sold or rented for affordable housing and for homeownership consistent with the Ramsey County Resolution and HRA Resolution. The development will take place within 18 months from the date HRA acquires title to the Parcel. The acquisition meets the public purposes of Minnesota Statute Chapter 469.

2. That the Tax Forfeited Parcel 390 Fry Street Parcel is being acquired for conveyance to Next 7th Properties, LLC for new construction to be sold or rented for affordable housing and for homeownership consistent with the Ramsey County Resolution and HRA Resolution. The development will take place within 18 months from the date HRA acquires title to the Parcel. The acquisition meets the public purposes of Minnesota Statute Chapter 469.

3. That the Tax Forfeited Parcel 1179 Seminary Avenue Parcel is being acquired for conveyance to Community Action Partnership of Ramsey and Washington Counties for new construction to be sold or rented for affordable housing and for homeownership consistent with the Ramsey County Resolution and HRA Resolution. The development will take place within 18 months from the date HRA acquires title to the Parcel. The acquisition meets the public purposes of Minnesota Statute Chapter 469.

4. That funds for the redevelopment costs and acquisition price for the Parcels will come from Dayton's Bluff Neighborhood Housing Services, Next 7th Properties, LLC and Community Action Partnership of Ramsey and Washington Counties for the respective Parcels.

5. The HRA Executive Director and staff are hereby authorized and directed to take all actions

needed to implement this Resolution, including without limitation the preparation of documents, and the HRA Executive Director is authorized to execute all documents, instruments and agreements as are necessary and proper, are approved by the City Attorney, and do not substantially and adversely affect the rights and obligations of the HRA except that the deed of conveyance from the HRA to the Developer shall be executed by the HRA Chair.

I, Tina Sheldon, HRA Recording Secretary, certify that this is a true and correct copy of RES PH 20-202 as adopted by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota on 9/23/2020.

Attest: 
Sheldon, Tina

April 16, 2021
Date Certified

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is made and entered by and between the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (the "HRA"), and the County of Ramsey ("County" or "Ramsey County").

Recitals

WHEREAS, the HRA wishes to purchase the tax-forfeited property located at 612 Wells Street, PIN: 29.29.22.42.0195 (the "Property"), for less than its market value for the purpose of developing affordable housing in partnership with Dayton's Bluff Neighborhood Housing Services; and

WHEREAS, the HRA can purchase the Property for less than market value only if the Property will be used for the development of affordable housing; and

WHEREAS, the County is willing to accommodate the HRA's request to purchase the Property on the terms and conditions contained in this Memorandum.

NOW THEREFORE, in consideration of the recitals, and other good and valuable consideration, and intending to be legally bound, the HRA and County agree as follows:

1. The HRA has provided to the County its specific plans for developing affordable housing on the Property and the specific law or laws that empower it to acquire the Property in furtherance of those plans.

2. The HRA identifies Dayton's Bluff Neighborhood Housing Services, as the developer (the "Developer") of the Property. The HRA agrees that the Developer meets the requirements for developers set forth in Section 4.57.60.b.1. of the Ramsey County Administrative Code.

3. The County Assessor has determined that the Property has a current market value of \$14,000. In consideration of the Property's use for affordable housing, the County will sell the Property to the HRA for 25% of its market value, which is \$3,500 plus maintenance costs and recording fees.

4. The HRA agrees to sell the Property for affordable housing to only a "qualified homebuyer", which is defined as a buyer agreeing to continuously occupy and homestead the Property and whose household income does not exceed 80% of area median income as adjusted for family size. Income qualification must only be satisfied at time of the written application by the qualified homebuyer. If the HRA will first convey the Property to the Developer before construction commences, this requirement will not apply to the initial sale of the Property to the Developer.

5. Any resale of the Property by the initial qualified homebuyer during the seven (7) years after the purchase of the Property by the initial qualified homebuyer from the Developer must be to another qualified homebuyer.

6. The HRA will place a Declaration of Conditions and Restrictions of record to assure compliance with Sections 4 and 5 of this Memorandum. The HRA shall require in its purchase agreement with the qualified homebuyer that if the qualified homebuyer fails to maintain the Property as the homebuyer's homestead as set forth in Section 4 above, the qualified homebuyer is liable for a pro-rated share of the Property's discounted market value paid by the qualified homebuyer to be repaid to the County. The HRA will either enforce the Declaration or the terms of its purchase agreement with the qualified homebuyer. Ramsey County has no obligation to enforce the Declaration.

7. The income qualification requirements set forth in Section 4, as well as the Declaration described in Section 6 and accompanying provisions to recapture benefits will terminate upon occurrence of any of the following events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD or to a conventional mortgage lender.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the HRA and County have executed this Memorandum by its authorized representatives as of the last date written below ("Effective Date").

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

COUNTY OF RAMSEY

By: 
Chris Tolbert
Its: Chair or Commissioner
Date: 4/11/21

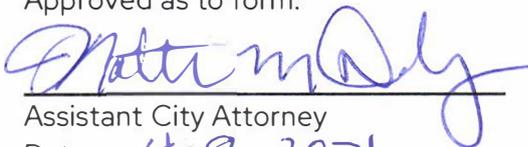
By: _____
Toni Carter, Chair
Board of County Commissioners
Date: _____

By: 
Nicolle Goodman
Its: Executive Director
Date: _____

By: _____
Abby Goldsmith, Interim Chief Clerk
Board of County Commissioners
Date: _____

By: 
John McCarthy or Michael Solomon
Its: Director or Designee, Office of
Financial Services
Date: 4-9-2021

Approval recommended:
By: 
Heather Bestler
County Auditor/Treasurer
Date: 04/21/2021

Approved as to form:

Assistant City Attorney
Date: 4-9-2021

Approved as to form:

Assistant County Attorney
Date: April 21, 2021

This instrument was drafted by:
Ramsey County Property Tax and Election Services
Tax Forfeited Land Section
90 Plato Blvd. W.
St. Paul, MN 55107

Wells Street

600

604

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612

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Board of Commissioners

Request for Board Action

Item Number: 2021-282

Meeting Date: 6/15/2021

Sponsor: Property Tax & Election Services

Title

Repurchase of a Tax-forfeited Property Located at 1700 Barclay Street North, Maplewood, MN 55109

Recommendation

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
Commissioner District 7
PIN: 15-29-22-34-0022
Property Address: 1700 Barclay Street North, Maplewood, MN 55109
Repurchase Amount Due to Date: \$23,372.06
2. Approve the repurchase of the above tax-forfeited property by Richard A. Lang, fee owner at the time of forfeiture, ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will a) execute a repurchase contract; and b) provide the required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs and maintenance costs at the time of execution.

Background and Rationale

The subject property is located at 1700 Barclay Street North and is an occupied residential single-family house located in the Wakefield Park subdivision in the city of Maplewood. Property taxes for 2014, 2015, 2016, 2017 and 2018 were unpaid and the property forfeited to the state on August 3, 2019. The repurchase applicant is Richard A. Lang, fee owner at the time of forfeiture, ("Repurchaser").

The City of Maplewood was notified of the pending repurchase and provided opportunity to review application for police, building, and property maintenance code violations within the past five years. The City of Maplewood declined to provide comment or recommendation about the repurchase to the Board of Ramsey County Commissioners.

The Department of Property Tax & Election Services ("Department") has reviewed the repurchase application and supporting documentation and finds Repurchaser has experienced personal and financial hardship which eventually led to the forfeiture of the property.

Based on these findings the Department recommends approval of the repurchase application, thereby correcting any undue hardship or injustice resulting from the forfeiture due to the loss of the property.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

While the racial equity impact of repurchasing one parcel is unclear, municipal and county racial demographics provide marginal insight. Less than 31% of residents in the City of Maplewood are persons of color, as

compared to 32.9% throughout all of Ramsey County, which makes the City of Maplewood less racially diverse than most of Ramsey County.

Community Participation Level and Impact

Click or tap here to enter text.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

Revenue from sales of tax-forfeited property is deposited into the Tax Forfeited Land Sale Fund. Net proceeds in the Fund, after paying administration costs and assessments, are distributed 40% to the County, 40% to the School District and 20% to the City of Saint Paul on an annual basis.

County Manager Comments

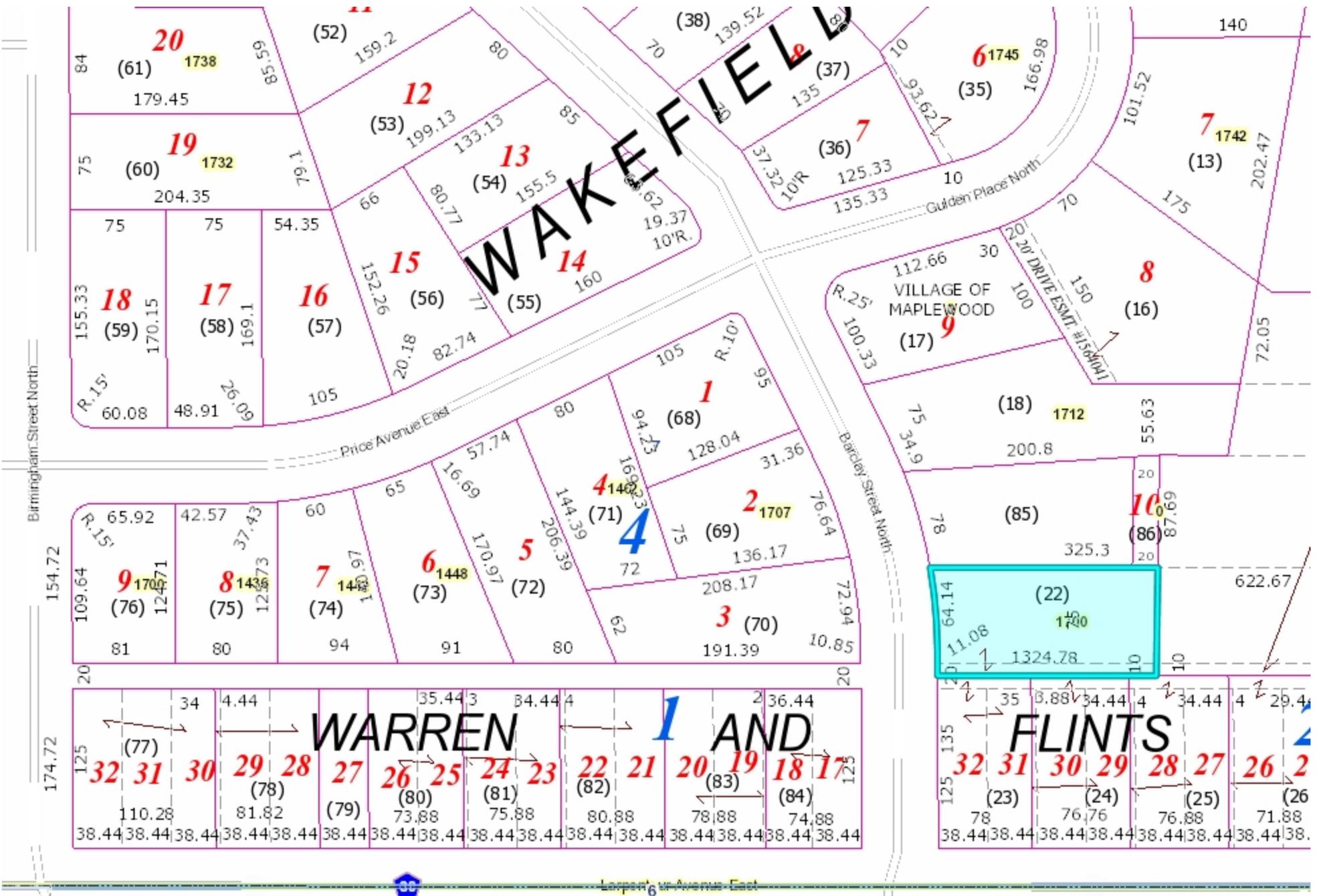
Minnesota Statutes, section 282.241, subd. 1 requires the County Board to make a final determination of whether or not undue hardship or injustice resulting from the forfeiture will be corrected, or that permitting the repurchase will promote the use of the land that will best serve the public interest. Minnesota Statutes, section 282.261, subd. 5 requires the County Board to approve conditions on repurchase of tax forfeited lands limiting the use of the parcel subject to the repurchase.

Last Previous Action

None.

Attachments

- 1.Map of property



Item Number: 2021-276

Meeting Date: 6/15/2021

Sponsor: Public Health

Title

Memorandum of Understanding with the State of Minnesota for Participation in the Minnesota Early Childhood Longitudinal Data System

Recommendation

1. Approve the Memorandum of Understanding with the State of Minnesota on behalf of its Department of Education for participation in the Minnesota Early Childhood Longitudinal Data System.
2. Authorize the County Manager to execute the Memorandum of Understanding.

Background and Rationale

Minnesota's Early Childhood Longitudinal Data System (ECLDS) is an evolving tool that answers questions about young children and their development, and it is Minnesota's foundation for filling gaps in knowledge on children. This innovative tool combines data by the state departments of Education, Human Services and Health into one online interactive database. This system honors the privacy of the individual child, by only showing population results, as all data is de-identified. The system shows children's growth and achievement in relation to their participation in a variety of education and social programs over time. This information is a tool used for early childhood research and evaluation to provide timely and relevant information to inform policy and practices.

In 2018, Public Health began exploring the ECLDS through a revenue agreement with Child Trends, Inc. Over the last three years, Public Health's Family Health Division has been a committed partner with Minnesota Department of Education (MDE) in the continued development of the ECLDS. A Family Health Manager serves on the Governance Body and provides input on the strategic direction and decision making authority for the system. Family Health Data Analysts serve on the Research and Data Committee and provide input on operational direction of the system.

Through the Memorandum of Understanding (MOU), Public Health will continue to be a contributing agency to ECLDS. The MOU establishes responsibilities and expectations of both Public Health and MDE to support its partnership in ECLDS. This work will raise up and align our strategic priority work of strengthening the families we serve. Analysis of Public Health's Family Home Visiting data will promote quality insights into public health factors that affect children's readiness to learn, grow, and thrive.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

The county is committed to racial and healthy equity for all of its residents which includes experiencing fair outcomes, achieving the highest level of health and wellbeing, and having opportunities for advancement and growth. Contributing data and supporting the ECLDS clearly aligns with strategic priorities of racial and health equity along with strengthening the families served through county programs. Public Health has determined that providing Family Home Visiting de-identified data in combination with variables from other partnering

agencies, will promote quality insights into public health factors that affect all children's readiness to learn, grow and thrive.

In 2020, Public Health's Family Home Visiting program provided services to diverse communities: 32.8% Asian, 31.9% Black/African American, 0.7% American Indian/Alaskan, and 17.3% Hispanic, with 18 different languages spoken. Black, Indigenous, People of Color (BIPOC) communities face the greatest disparities especially in health and education. In order for the county to change the trajectory of the BIPOC disparities there is a need for sophisticated tools and systems such as ECLDS to work with and continuously inform stakeholders of the most vulnerable populations as it relates to education, health and cumulative effects of racial inequities. Coordinating efforts with community in connecting families to services and early childhood resources reflects the county's continued commitment to this strategic priority.

Community Participation Level and Impact

The community is informed of this action through county board documentation that is published on the county's website at <https://ramseycountymn.legistar.com/Calendar.aspx>.

Inform Consult Involve Collaborate Empower

Fiscal Impact

There is no fiscal impact as a result of this Memorandum of Understanding.

County Manager Comments

County Board approval is required for inter-governmental agreements.

Last Previous Action

None

Attachments

1.Memorandum of Understanding for Participation in ECLDS

STATE OF MINNESOTA
MEMORANDUM OF UNDERSTANDING
BETWEEN RAMSEY COUNTY AND
THE STATE OF MINNESOTA
FOR PARTICIPATION IN ECLDS

This Memorandum of Understanding (MOU) is entered into by the State of Minnesota on behalf of its Department of Education (MDE) and Ramsey County, a political subdivision of the State of Minnesota, on behalf of Saint Paul-Ramsey County Public Health (SPRCPH) to outline participation in the Minnesota Early Childhood Longitudinal Data System (ECLDS). ECLDS was developed to help its partner agencies and others within the state answer questions about the practices, services, and policies for Minnesota's young children. The ECLDS is primarily populated with education, health, human services, Head Start, and higher education data collected from the partner state agencies MDE, the Minnesota Department of Health (MDH), the Minnesota Department of Human Services (DHS), and the Minnesota Office of Higher Education (OHE). Minnesota IT Services (MN.IT) is the state agency responsible for providing information technology services, management, and security to Minnesota state agencies, and performs technology services for development and implementation of the ECLDS.

This MOU outlines responsibilities of both SPRCPH and MDE in response to SPRCPH's participation in ECLDS.

1. Parties

- A. SPRCPH provides a range of services to protect and improve the health of people and the environment in Ramsey County. Through federal and state mandates, the department works to: prevent the spread of disease, protect against environmental hazards, prevent injuries, promote and encourage healthy behaviors, plan and respond to health emergencies, and ensure the quality and accessibility of health services. SPRCPH is a local public health department in Minnesota, serving Saint Paul and all other cities in Ramsey County. It is guided by the provisions of chapters 145 and 145A, and other related local public health provisions under state and federal law. Upon submission of SPRCPH Family Home Visiting data for use in ECLDS, SPRCPH became a contributing county agency in ECLDS.

- B. MDE is the state agency charged with adopting goals for and exercising general supervision over public schools and public educational agencies in the state. The agency is responsible for carrying out the provisions of chapters 120A to 129C and other related education provisions under state and federal law. MDE is the state agency authorized to receive and maintain educational data from local educational agencies (LEAs) and programs pursuant to federal and state statutes, rules, and regulations, including but not limited to, Minnesota Statutes Chapter 125B.07. MDE oversees various early learning services pursuant to state and federal laws. MDE, in partnership with DHS and MDH, initiated building the ECLDS in 2012, with MDE as the administrative agency. MDE

facilitates ECLDS governance, including the Governing Body and the Research and Data Committee, that includes representatives from MDE, MDH, and DHS (collectively, the Partner Agencies) and provides additional oversight and direction for ECLDS activities. SPRCPH, as a data partner, is also represented in ECLDS governance. MDE is the lead agency for ECLDS administration through an interagency agreement with OHE for staffing and administration of ECLDS. OHE also provides state funding for operations and maintenance of ECLDS.

2. Purpose of Agreement

- A. The ECLDS is part of Minnesota's P20W system, integrating data across multiple state agencies to inform policies and practices on behalf of Minnesotans. The ECLDS enhances the State's ability to use data from across programs and agencies to answer broad and meaningful questions regarding outcomes for Minnesota's young children and guide and evaluate collective state program activities. In Minnesota, early childhood services are coordinated across multiple state agencies, including MDH, MDE, and DHS. The ECLDS creates a linkable data repository to identify, organize, and analyze early learning data and allow for public summary reports to be created from data reported by multiple sources. It also creates data analytic tools for early childhood research and evaluation to provide timely and relevant information for policy and practice. All data are de-identified.
- B. This MOU establishes responsibilities and expectations of both SPRCPH and MDE to support its partnership in ECLDS. SPRCPH Family Home Visiting data is gathered through an electronic health record, and includes basic family information as well as visit documentation. SPRCPH has determined that providing MDE with access to private and confidential data and analyzing it in combination with variables from the partnering state agencies will promote quality insights into public health factors that affect children's readiness to learn, grow, and thrive. Resulting analysis will be shared through aggregated public-facing reports available through the ECLDS website.

3. Scope

- A. **SPRCPH responsibilities.** As a contributing county agency, SPRCPH will:
 - To the extent permitted by applicable federal and state laws relating to privacy and security of data, provide Family Home Visiting data to MDE;
 - Use secure file transfer protocols and processes when transmitting data to MDE;
 - Receive signed written consent from each participant for whom data is shared with MDE for the purposes of this agreement;
 - Notify MDE of any limitations, restrictions, changes, or revocation of permission by an individual to use or disclose the data, to the extent that such limitations, restrictions, changes or revocation may affect the use or disclosure of the data for the ECLDS;

- Provide documentation of its consent form tracking procedures in the event the ECLDS is audited;
- Work closely with MN.IT and the Partner Agencies' staff to ensure appropriate validation of the data provided by SPRCPH;
- Provide subject matter expertise on county Family Home Visiting data when participating on the ECLDS Research and Data Committee and other related work groups that are convened to develop, implement, and maintain the ECLDS;
- Work with the Partner Agencies and the ECLDS Governing Body to identify appropriate data access and use protocols that protect individual privacy, including development of training, reference materials, and procedures whose scope includes data privacy and security measures that conform to federal and state privacy laws governing SPRCPH;
- Work with the Partner Agencies and the ECLDS Governing Body to support the creation of Summary Data, including analytic reports and a public portal that provides public data on specific trends and outcomes; and
- Meet with ECLDS representatives regularly over the course of this agreement.

B. MDE responsibilities. As the administrative entity overseeing ECLDS activities under OHE authority, MDE will:

- Provide overall administrative oversight to the ECLDS and MN.IT to assure data security and information technology support to the ECLDS and administrative support to the ECLDS Governing Body and the ECLDS Research and Data Committee;
- With the Partner Agencies, the ECLDS Research and Data Committee, and the ECLDS Governing Body, identify the broad and meaningful questions regarding outcomes for Minnesota's young children, guide and evaluate collective state program activities; and work with SPRCPH to identify specific data elements that are necessary for inclusion in the ECLDS so as to enhance the ECLDS's ability to analyze and respond to the questions;
- Assure that MN.IT works with SPRCPH program staff to ensure appropriate validation of data;
- Ensure that SPRCPH program staff have Level 1B access to raw matched or unmatched data sets only for the purposes of data validation, in accordance with the ECLDS Data Guide;
- With the Partner Agencies and the ECLDS Governing Body, identify appropriate data access and use protocols that protect individual privacy, including development of

training, reference materials, and procedures whose scope includes data privacy and security measures that conform to federal and state privacy laws governing SPRCPH;

- Assure that the data provided by SPRCPH is used only for ECLDS purposes;
- Notify SPRCPH immediately in the event that any SPRCPH data provided has been compromised, released inadvertently, or requested by a third party;
- Assure that all identifiable data on individuals provided by SPRCPH are destroyed following protocols and time frames agreed upon by the Partner Agencies and the ECLDS Governing Body;
- Assure that all non-identifiable data in the ECLDS are destroyed following protocols and time frames agreed upon by the Partner Agencies and the ECLDS Governing Body; and
- Meet with SPRCPH representatives regularly over the course of this agreement.

4. Data Practices

MDE and SPRCPH must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by SPRCPH to MDE under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by MDE under this agreement. The civil remedies and penalties of Minnesota Statutes, section 13.08 apply to the release of the data referred to in this clause by either MDE or SPRCPH.

SPRCPH is authorized to share Family Home Visiting data with MDE for which it has received written and signed consent from families as data subjects.

SPRCPH owns all rights, title, and interest in all of the data provided by SPRCPH under this agreement, and in all individually-identifiable data created under this agreement.

5. Security Provisions

MDE must take all necessary and appropriate actions to ensure the privacy and security of not public data provided by SPRCPH, and not public data derived from such data, during the term of this agreement until the time the data is destroyed or returned to SPRCPH as provided in this agreement.

6. Consideration

The consideration for this agreement shall be limited to the parties' mutual promises stated in this agreement. No payment is required by either MDE or SPRCPH to the other.

7. Costs

There will be no funds paid out by either party under this agreement.

8. Liability

Each party will be responsible for its own acts and omissions and the results thereof.

9. Transfer

No party may assign or transfer any rights or obligations under this MOU without prior written consent of the other party.

10. Amendment

Any amendments to this MOU shall be in writing and shall be executed as an amendment to the MOU.

11. Cancellation

This MOU may be canceled by any party at any time, with or without cause, upon thirty (30) days written notice to the other parties. Each party specifically reserves the right to immediately cancel this MOU should a party, in its sole discretion, determine that private or confidential student information has been released in a manner inconsistent with this MOU or has not been maintained in a secure manner. Upon cancellation, MDE will assure that all data and all back-ups of the data with any individually-identifiable data are destroyed.

12. Authorized Representatives

- A. SPRCPH Authorized Representative for Family Home Visiting data is Kathy Filbert, Family Health Division Manager, Saint Paul – Ramsey County Public Health, 555 Cedar St, Saint Paul, MN 55101, 651-266-1840, kathy.filbert@co.ramsey.mn.us, or her successor.
- B. MDE Authorized Representative is Jennifer Verbrugge, Early Childhood Data Policy Coordinator, Early Learning Services, Minnesota Department of Education, 1500 Highway 36 West, Roseville, MN 55113, 651-582-8356, jennifer.verbrugge@state.mn.us, or her successor.

13. Effective Dates

The terms of this MOU shall take effect upon signature of both parties and will remain in effect until December 31, 2024.

The parties have caused this MOU to be duly executed, intending to be bound by it.

Signatures to follow on next page.

14. Signatures

Ramsey County

County Manager

Date

Director of Public Health

Date



Assistant County Attorney

3/11/2021

Date

Minnesota Department of Education



March 10, 2021

Heather Mueller, Ed.D
Deputy Commissioner

Date

Item Number: 2021-271

Meeting Date: 6/15/2021

Sponsor: Public Works

Title

Amended and Restated Joint Powers Agreement Establishing the Gold Line Joint Powers Board

Recommendation

1. Approve the Amended and Restated Joint Powers Agreement Establishing the Gold Line Joint Powers Board with Washington County, Washington County Regional Railroad Authority and Ramsey County Regional Railroad Authority for the Gold Line Joint Powers Board.
2. Authorize the Chair and Chief Clerk to execute the document.

Background and Rationale

The METRO Gold Line Bus Rapid Transit (BRT) Project connects Saint Paul to Woodbury. The Ramsey County Regional Railroad Authority has partnered with the Washington County Regional Railroad Authority since 2009 on the advancement of this important transitway through the Gateway Corridor Commission/Gold Line Partners Joint Powers Board.

On January 19, 2018 the METRO Gold Line BRT Project entered the Project Development Phase of the Federal Transit Administration's Capital Investment Grants (New Starts) Program. The entry into Project Development was a major milestone that marked the transition of project leadership from the counties to the Metropolitan Council. Additionally, entry into the New Starts Program allowed funding from the Ramsey County and Washington County sales taxes to be used on the project in addition to the funding provided by the regional railroad authorities. The transition led to the creation of the Gold Line Project Office to manage the development of the project through the Project Development, Engineering and Construction phases of the New Starts Program. Creation of this office resulted in a duplication of efforts with the Gateway Corridor Commission/Gold Line Partners Joint Powers Board, while leaving gaps in how the project's finances would be overseen by its funders.

On July 23, 2019 Ramsey County approved Resolution B2019-184 forming the Gold Line Joint Powers Board with Ramsey County Regional Railroad Authority, Washington County, and the Washington Regional Railroad Authority. This joint powers board provides fiscal oversight and contingency management, and holds funding agreements with the Metropolitan Council. On December 17, 2019 Ramsey County approved Resolution B2019-184 dissolving the Gateway Corridor Commission/Gold Line Partners Joint Powers Agreement and transferring its remaining funds to the Gold Line Joint Powers Board.

The Gold Line Joint Powers Board has worked since 2019 to secure liability insurance. The board directed staff to solicit quotes for insurance in 2020. The Minnesota Counties Insurance Trust responded to the solicitation, stating its interest in providing the insurance and noting areas where language clarifications were needed to the joint powers agreement. Staff worked with the Minnesota Counties Insurance Trust to remedy most of these clarifications within the existing joint powers agreement language, however language changes related to liability are required by Minnesota Counties Insurance Trust prior to their extension of an offer of coverage. Article XII, part 1 of the Joint Powers Agreement provides that "[t]his Agreement may be amended

by unanimous agreement of the Parties as evidenced by resolutions adopted by the respective governing bodies.”

The Amended and Restated Gold Line Joint Powers Agreement Establishing the Gold Line Joint Powers Board and its attachment reflect amendments to Article XI of the original Joint Powers Agreement required by the Minnesota Counties Insurance Trust.

These changes were presented to the Gold Line Joint Powers Board at its April 28, 2021 meeting and the joint powers board passed Resolution GLJPB #2021-07 recommending approval of the Amended and Restated Joint Powers Agreement Establishing the Gold Line Joint Powers Board.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

The METRO Gold Line BRT Project is in an ethnically and culturally diverse area that is home to people who rely on transit for access to jobs and services. Within the METRO Gold Line BRT Project corridor, 11.1% of all households do not own an automobile, and 16.6% of the population lives in poverty. Approximately 44% of the population are people of color. The East Side area of concentrated poverty, which covers 16 census tracts and includes the Dayton’s Bluff and Sunray-Battle Creek-Highway neighborhoods of Saint Paul, is served by the METRO Gold Line BRT Project. People of color are frequently overrepresented in areas of poverty.

The METRO Gold Line BRT Project will improve access to opportunities by providing more frequent transit service and all-day transit service where none currently exists. This service will be better connected to job centers, neighborhoods, and other parts of the regional transit system. It will also be an incentive for redevelopment of the vacant land and reinvestment in underutilized land, improving economic stability and creating jobs. Station area planning for the METRO Gold Line BRT Project has been done collaboratively with the cities of Saint Paul and Maplewood to maximize affordable housing opportunities and mitigate displacement of existing housing units. Contracts for construction of the Metro Gold Line BRT Project will comply with federal rules for hiring of disadvantaged and minority-owned businesses.

Community Participation Level and Impact

Public engagement is essential to informed and transparent decision making. Public engagement to date was conducted throughout the Alternatives Analysis, Draft Environmental Impact Statement and the Environmental Assessment. Public engagement included large community meetings, presentations to district councils and business associations, pop-up meetings in public places, small group meetings with area residents, engaging people at national Night Out celebrations, tabling information and public events, information shared through social media (website and Facebook), and through Ramsey County GovDelivery email. METRO Gold Line Corridor Management Committee meetings were advertised and open to the public. Gold Line Joint Powers Board meetings are advertised and open to the public offering increased transparency in financial decision-making for the METRO Gold Line Bus Rapid Transit Project.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Funding for the Gold Line Engineering Phase as well as property acquisition in the amount of \$37,500,000 is available in the Public Works Multi-Modal Planning Capital Projects.

County Manager Comments

The METRO Gold Line BRT Project will greatly improve mobility and access to opportunity for a growing

population that needs improved transit service and will be a catalyst for redevelopment and reinvestment. Additional information on the project can be found at: <https://www.metrotransit.org/gold-line-project>.

Last Previous Action

On July 23, 2019, Ramsey County approved the Joint Powers Agreement for the Gold Line Joint Powers Board (Resolution B2019-184).

Attachments

1. Amended and Restated Gold Line Joint Powers Agreement

Amended and Restated
Joint Powers Agreement Establishing the Gold Line Joint Powers Board

Adopted July 23, 2019

Amended June 1, 2021

THIS AGREEMENT (“Agreement”) is entered into by and between the Ramsey County Regional Railroad Authority (“RCRRA”), the county of Ramsey (“Ramsey”), the Washington County Regional Railroad Authority (“WCRRA”), and the county of Washington, collectively the “Parties,” pursuant to Minnesota Statutes Sections 471.59 and 398A.04.

RECITALS

WHEREAS, the Parties are committed to safe and efficient transit service to meet the existing and long-term mobility and accessibility needs of residents and businesses in the eastern portion of the Twin Cities Metropolitan Region; and

WHEREAS, the proposed METRO Gold Line Bus Rapid Transit (BRT) Project will be located in Ramsey and Washington Counties and extend approximately ten miles, running between Saint Paul, Maplewood, Landfall, Oakdale and Woodbury; and

WHEREAS, BRT in a dedicated guideway was selected by the counties and cities in the corridor as the locally preferred alternative; and

WHEREAS, the Metropolitan Council (Council), jointly with the Parties, is proposing to design, construct, and operate the METRO Gold Line BRT Project (Project); and

WHEREAS, the Council, as federal grantee, is pursuing federal funding pursuant to the Capital Investment Grants Program and anticipates a 45% federal share of funding for the Project; and

WHEREAS, Parties intend to commit up to 55% share of Project funding, subject to certain conditions; and

WHEREAS, the purpose of this Agreement is to create a joint powers board to receive and distribute local funding for engineering, right of way acquisition and construction pursuant to grant agreements, to provide financial oversight of the use of such funds, and to provide a mechanism for coordination among the Parties.

NOW, THEREFORE, in consideration of the mutual promises, agreements, benefits and obligations in this Agreement, the Parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is to create a structure for the joint funding and financial oversight of the “Gold Line Bus Rapid Transit Project (“Project”). Specifically, this Agreement establishes a joint powers board to: 1. receive funding from the Parties and distribute such funding for the engineering and construction phases of the Project; 2. provide financial oversight of the expenditure of such funds; 3. provide a mechanism to jointly address issues arising in the development, design and construction of the Project, and 4. coordinate outreach and intergovernmental activities.

ARTICLE II. DEFINITIONS

The following definitions apply in this Agreement:

1. Agreement shall mean this Joint Powers Agreement as it now exists and as it may hereafter be amended.
2. Board shall mean the Gold Line Joint Powers Board established by this Agreement.
3. Bylaws shall mean the bylaws adopted by the Board as provided in Article V.2.c.
4. Corridor shall mean the bus rapid transit corridor that extends approximately ten miles, running between Saint Paul, Maplewood, Landfall, Oakdale and Woodbury.

5. County or Counties shall mean Ramsey and/or Washington Counties as the context may require.
6. FTA shall mean the Federal Transit Administration.
7. Fiscal Agent shall mean the County providing financial management services as provided in Article VII.4.a.
8. Full Funding Grant Agreement (FFGA) shall mean the agreement used to provide federal financial assistance for the Capital Investment Grants Program under Title 49 United States Code Section 5309, et seq.
9. Joint Development shall mean activities consistent with this definition from the FTA Guidance Circular 7050.1A, dated December 29, 2016, or as that term may subsequently be defined by the FTA, and shall mean a public transportation project that integrally relates to, and often co-locates with commercial, residential, mixed use, or other non-transit development. For purposes of this agreement, joint development shall not include public development that is integrally related to and co-located with the project.
10. Member shall mean a commissioner appointed by the governing board of each of the Parties to serve on the Board.
11. Project shall mean the Gold Line Bus Rapid Transit Project running along the Corridor and connecting to the Metro Green Line at the Union Depot in St. Paul.
12. Regional Railroad Authorities or RRA's shall mean the Ramsey and/or Washington Regional Railroad Authority as the context may require.

ARTICLE III. TERM

This Agreement shall be effective and the joint powers board established herein may commence exercising the powers authorized in this Agreement on the day that the Agreement has been approved by resolution by action of the governing boards of each Party and duly executed by each of the Parties. The

Agreement shall remain in full force and effect until terminated by the Parties pursuant to Article IX of the Agreement.

ARTICLE IV. JOINT POWERS BOARD

1. Establishment and Composition

- a. The Parties hereby establish a joint powers board to be known as the Gold Line Joint Powers Board to jointly exercise such powers and authorities as are necessary to achieve its purposes and fulfill its duties as provided for herein. The Board shall be a public entity separate from the Parties and shall not be deemed to be an agent or partner of the Parties to this Agreement or the Metropolitan Council, nor shall the Parties be liable for the actions of the Board or the Metropolitan Council.
- b. The Board shall consist of one commissioner appointed by resolution of the governing board of each of the Parties. Each Party shall also appoint one or more alternates. Each Member and alternate must be a member of the governing body which appoints him or her, and must remain so during his or her term on the Board.

2. Voting

- a. Each Member shall be entitled to one vote. If a Member is absent from a meeting, the Member's alternate may cast his or her vote.
- b. Except for budget items, all actions of the Board require a simple majority of the Board.
- c. All actions involving the adoption of the budget shall require a unanimous vote of the Members.
- d. A quorum of the Board shall be three Members.

ARTICLE V. POWERS OF THE BOARD

1. General Powers

The Board is hereby authorized to exercise the authority and powers as is necessary and convenient to carry out its purposes and fulfill its duties under this Agreement without individual approval of the Parties unless otherwise specified in this Agreement.

2. Specific Powers

- a. The Board shall adopt an annual budget, together with a statement of the amount of funding required of each Party, in accordance with the provisions set forth in Article VII.
- b. The Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and enforce such contracts to the extent available in equity or at law. The Board may approve any contract relating to its administration up to the amount approved in the annual administrative budget. All written instruments made by the Board shall be executed in its name by the Chair of the Board and by the clerk of the Board. In the event either is unavailable, written instruments shall be signed by such other officers as designated in the bylaws.
- c. The Board shall have the power to adopt such bylaws that it may deem necessary or desirable for the conduct of its business. Such bylaws shall be consistent with this Agreement and any applicable law or regulation.
- d. The Board may apply for and accept gifts, grants or loans of money, other property or assistance from the United States Government, the State of Minnesota, or any political subdivision of the State of Minnesota, or any person, association or agency for any of its purposes; enter into any agreement in connection therewith; and hold, use, and dispose of such money, other property or assistance in accordance with the terms of the gift, grant or loan relating thereto.
- e. The Board may acquire, lease, hold, use and dispose of property, both real and personal, including a transfer from the State of Minnesota, a county or other political subdivision, to accomplish the purposes of this Agreement and upon termination of this Agreement, shall make distribution of such property as is provided for in this Agreement.
- f. The Board may incur debts, liabilities, or obligations in accordance with the provisions of this Agreement, but the Board shall not have the authority to issue bonds.
- g. The Board may sue and be sued in its own name, purchase insurance as is deemed advisable, and may otherwise take action to enforce its rights in equity or in law.

ARTICLE VI. OFFICERS AND STRUCTURE OF THE BOARD

1. Terms

- a. The Board of Commissioners of each county and Regional Railroad Authority shall appoint one Member and one or more alternates, by resolution, to serve on the Board for a term of one year. Members and alternates must be members of the appointing Board of Commissioners. Initial appointments must be made by resolution upon execution of this Agreements. Thereafter, appointments must be made by January 15 of each year by resolution of the appointing board.
- b. In the event that a Member or alternate has not been appointed by January 15 in any year, the incumbent Member shall serve until a successor has been appointed by resolution of the appointing board, unless the incumbent Member is no longer a board member of the Party in which case the incumbent alternate shall serve for that Party until a permanent Member is appointed by resolution of the appointing board. Removal of any Member or alternate during the term for which the Member has been appointed may be done at any time but shall be done only by resolution of the appointing board.

2. Chair and Vice Chair

- a. The Board shall elect a chair (“Chair”) and a vice chair (“Vice Chair”) from its membership at its first regular meeting. The Chair and Vice Chair shall be elected by the Board from its membership for a one-year term. The Chair and Vice Chair may not be from the same County or County RRA. The Chair and Vice Chair shall rotate between the Counties on an annual basis.
- b. The Chair shall preside at all meetings of the Board and shall perform other duties and functions as may be determined by the Board. The Vice Chair shall preside over and act for the Board during the absence of the Chair. The Board may elect other officers in accordance with its bylaws.

3. Vacancies

- a. If an appointment of any Member or alternate is vacated before the end of the term, the vacancy shall be filled by appointment by the appropriate Board of Commissioners. A vacancy shall be

deemed to have occurred when any of the conditions specified in Minn. Stat. Section 351.02 exist or if a Member fails to qualify or act as an elected official.

4. Meetings

- a. The Board shall meet at regular intervals at such times and places as the Board shall establish in its bylaws. Special meetings may be held on reasonable notice of the Chair upon terms and conditions that conform to the Minnesota Open Meeting Law, Minn. Stat. Chapter 13D.

ARTICLE VII. FUNDING

1. Annual Budget

For the calendar year next following the calendar year in which the Effective Date occurs and all subsequent years, the Board shall establish and approve a budget. The Board shall establish its first budget within sixty (60) days of the commencement of the Board. All subsequent Annual Budgets shall be adopted by August 15 and will include funding for the Board's administrative costs, including any contracts entered into by the Board, funding for FFGA eligible expenses and funding non-FFGA eligible expenses as approved pursuant to the grant agreement.

2. Budget Approval

- a. Adoption of the budget requires a unanimous vote of the Members.
- b. Member contributions to the Annual Budget shall be subject to the approval of each Party providing funding.
- c. The Board's fiscal year shall be the calendar year.

3. Contributions

- a. Financial contributions to the Annual Budget shall be allocated as follows:
 - i. 50% of the funding shall be provided by Ramsey County and/or the Ramsey County Regional Railroad Authority.
 - ii. 50% of the funding shall be provided by Washington County and/or the Washington County Regional Railroad Authority.
- b. The Parties may agree to modify the allocation of contributions for non-FFGA expenses by resolution of the governing board of each Party.

- c. Contributions shall be paid by each contributing Party by January 15 of each year. The initial contribution shall be paid within 60 days of the adoption of the initial budget pursuant to Paragraph 1, above.
4. Budgeting, Accounting, Fiscal Agent, and Other Services.
- a. The Board may contract with one Party to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the Board and otherwise act as the Board's fiscal agent. Such services shall include, but not be limited to, management of all funds, including contributions of the Parties and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the Party so selected shall apply to the transactions of the Board. Such Party shall identify a staff person to work as liaison with the Board.
 - b. All funds shall be accounted for according to generally accepted accounting principles. A report on all receipts and disbursements shall be forwarded to the Board on an annual basis. The Members have, at any time, the authority to request and receive reports pertaining to any and all budgeting and accounting services. All interest earned from established Board funds shall be credited back to that same fund.

ARTICLE VIII. GRANT MANAGEMENT

1. Annual Grant
- a. The Board may enter into grants for the purposes of completing the Engineering Phase and Construction Phase of the FTA's Capital Investment Grant process and related activities. Such grants shall be consistent with funding commitments made by the Members.
 - b. The Board may establish conditions on the use of funds and shall include such conditions in the grant agreement. Conditions shall include, but not be limited to:
 - i. Grant funds may only be used for Capital Investment Grants Program federally-eligible activities, but shall not include Joint Development activities as defined by the Federal Transit Administration. Any exception to this condition is

- subject to the consent of the Board, pursuant to the process set forth in the grant agreement.
- ii. No funds may be used for advanced construction activities pursuant to a Letter of No Prejudice from the FTA. Any waiver of this condition will require approval of each Party.
 - iii. Grant funds may be used for right of way acquisition and utility relocation as authorized by FTA as pre-award authority activities under the conditions:
 1. The Board must provide prior approval of a request submitted to the Board by the Council.
 2. The Council must demonstrate that the need for the pre-award expenditure is critical and that the impact of failing to proceed will have a significant impact on the project schedule and budget.
 - iv. The Council will take no action that will impair the tax-exempt or tax favored status of bonds issued by one or more Parties for the funding of the Project.
 - v. The Board shall serve as the change control board and shall establish a process and procedures for the Board's oversight of the use of contingency funds. Such procedures may provide that the Metropolitan Council Chair, and/or a Council member designated by the Chair, may sit as a voting member(s) of the change control board. All contingency funds will be managed in accordance with such process.
 - vi. Any other condition deemed necessary by the Board and incorporated into the Grant Agreement to protect the Members' investments in the Project.

ARTICLE IX. WITHDRAWAL AND TERMINATION

1. Withdrawal

- a. Any Party may withdraw from this Agreement upon 90 days prior written notice, evidenced by resolution of the withdrawing Party's governing body. In the event of withdrawal of one Party, the governing body of the withdrawing Party may allocate its vote by resolution to the other Party representing the county.

In the event of withdrawal by one Party, this Agreement shall remain in full force and effect as to all remaining Parties.

- b. A Party withdrawing from this Agreement shall, prior to withdrawal, pay the full amount of any unpaid assessments to the Board. A Party withdrawing from this Agreement shall not receive a distribution of property or funds until such time as this Agreement is terminated by all Parties pursuant to this Article IX. Such disposition of property shall be in accordance with the provisions of Paragraph 3 of this Article IX.

2. Termination

- a. This Agreement shall terminate upon the occurrence of any one of the following events:
 - i. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
 - ii. When the Parties agree, by resolution adopted by their respective Board of Commissioners, to terminate this Agreement and all obligations of the Board shall have been paid or otherwise defeased in full.
 - iii. When both Parties representing the same county withdraw pursuant to paragraph 1 above.

3. Disposition of Property and Funds

- a. At such time as this Agreement, any property interest remaining in the Board, following the discharge of all obligations owed by the Board, shall be disposed of and the proceeds of the property along with any surplus monies shall be returned to the Parties in proportion to their contribution.

ARTICLE X. NOTICES

For purposes of delivery of any notices to the Parties hereunder, the notice shall be effective if delivered in writing to:

Ramsey County: 1425 Paul Kirkwold Drive, Arden Hills, MN 55112

Ramsey County Regional Railroad Authority: 214 4th Street East, St. Paul, MN 55101

Washington County: 14949 62nd Street North, Stillwater, MN 55082

Washington County Regional Railroad Authority: 11660 Myeron Road North, Stillwater, MN 55082

ARTICLE XI. LIABILITY

1. Responsibility for Own Acts
 - a. Each Party agrees that it will be responsible for its own acts and omissions, the acts and omissions of its commissioners, officers and employees and any liability resulting therefrom to the extent authorized by law. No Party shall be responsible for the acts of the other Parties and the results thereof. Each Party acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota state statutes. Each Party agrees to promptly notify all Parties if it becomes aware of any potential Board related claim(s) or facts giving rise to such claims.
2. No Waiver
 - a. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Party's or the Board's statutory or common law immunities or limitations on liability, including but not limited to Minn. Stat. Chapter 466. Further, the Party's and the Board's obligations set forth in this Article and otherwise in this Agreement, are expressly limited by the provisions of Minn. Stat. Chapter 466, Minn. Stat. Section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Parties and to the Board.
3. Indemnification

- a. The GL JPB shall fully defend, indemnify and hold harmless the Parties, their elected officials, agents, employees, and volunteers against all claims, losses, liability, suits, judgments, costs and expenses, including reasonable attorney’s fees, arising directly or indirectly from any act or omission of the Board, its officers or agents. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a (a).

ARTICLE XII. MISCELLANEOUS

1. Amendments

This Agreement may be amended by unanimous agreement of the Parties as evidenced by resolutions adopted by the respective governing bodies.

2. Records, Accounts, and Reports

The Board shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the Board shall be subject to the provisions of Minn. Stat. Chapter 13, the Minnesota Government Data Practices Act and Minn. Stat. Section 16C.05, subd. 5. The Board, within one hundred twenty (120) days after the close of each fiscal year shall give a complete written report of all financial activities for such fiscal year to the Parties.

3. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

4. Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of the Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Agreement.

5. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements relating to the Board.

6. Alternative Dispute Resolution

In the event of a dispute arising under this Agreement, the Parties and the Board agree to attempt to resolve their dispute by following the process described below:

- a. A Party shall provide written notice to the Board describing the perceived conflict, positions, and underlying reasons.
- b. The Board shall provide written response to notice within seven (7) days of receipt of notice.
- c. The Parties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Collaboration and Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
- d. At the first meeting, the facilitator will assist the Parties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation or arbitration.
- e. In developing the process, the Parties will be guided by the following principles:
 - i. The Parties will attempt in good faith to reach a negotiated settlement.
 - ii. The Parties agree that there must be fair representation of the parties directly involved on the dispute.
 - iii. The Parties will use legal proceedings as a last resort.
 - iv. In the event that the Parties are unable to resolve the dispute, each Party retains all rights, remedies, or defenses that it had prior to entering the process.
- f. The parties will report to the Board within 60 days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

Rafael Ortega, Chair Date

Approval Recommended:

Ted Schoenecker Date
Public Works Director

Approved as to form:

Assistant County Attorney Date

Item Number: 2021-294

Meeting Date: 6/15/2021

Sponsor: County Attorney's Office

Title

2021 Violence Against Women Act Services, Training, Officers Prosecutors Special Projects Grant from the State of Minnesota

Recommendation

1. Ratify the Violence Against Women Act Services, Training, Officers Prosecutors Special Projects 2021 grant application to the Office of Justice Programs for effective law enforcement and prosecution services to combat violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence and stalking.
2. Accept the Violence Against Women Act Services, Training, Officers Prosecutors Special Projects 2021 Grant and approve the grant agreement with the Office of Justice Programs for effective law enforcement and prosecution services for the period of April 1, 2021 through December 31, 2022 in the amount of \$350,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Approve an increase in the personnel complement of the County Attorney's Office by 1.0 Full Time Equivalent Assistant County Attorney.
5. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 Full Time Equivalent Deputy Sheriff.

Background and Rationale

In January of 2021, the State of Minnesota through its Office of Justice Programs requested proposals for Violence Against Women Act Services, Training, Officers Prosecutors special projects grant (VAWA STOP) to develop and strengthen effective law enforcement and prosecution strategies to combat violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence and stalking. These grant funds are for time-limited special projects to create systems change by improving the criminal justice system's response to violence against women and eligible projects must be a collaborative effort between criminal justice system agencies and community-based sexual assault and/or domestic violence programs.

Ramsey County's groundbreaking two-year study of 646 reported sexual assaults revealed that far too few incidents of sexual violence are ever reported and, of those that are, only a small fraction result in perpetrators being charged and brought to justice. The study culminated in a report, Ramsey County Sexual Assault Systems Review (SASR) (<https://www.ramseycounty.us/your-government/leadership/county-attorneys-office/community-initiatives/sexual-assault-systems-review>), which outlined multiple recommendations to improve the justice system response to ensure victims feel supported in reporting to law enforcement. In response to the findings, Ramsey County, the City of Saint Paul and the City of Roseville reallocated resources to provide additional sexual assault investigators and Ramsey County created two key grant-funded positions to systemically improve the way law enforcement, prosecutors and justice system partners respond to sexual violence. To improve collaboration among the agencies, the Ramsey County Attorney's Office, Ramsey County Sheriff's Office, and Public Health's Sexual Offense Services developed an inter-agency coalition to facilitate victim-centered investigations, prosecutions and support. This enabled us to establish best-practice protocols by having prosecutors engage earlier with investigators and patrol officers.

To continue to build this more effective system of response, train staff across agencies, create performance measures and track success, the County Attorney’s Office requested 2021 funding from the State of Minnesota through its Office of Justice Programs from the VAWA STOP special projects grant for two dedicated staff: 1.0 full-time equivalent investigator in Ramsey County Sheriff’s Office and 1.0 full-time equivalent prosecutor in the Ramsey County Attorney’s Office. Without these dedicated resources, both offices do not have the capacity to devote the time and expertise needed to change systems without negatively impacting caseloads. This grant enables the Sheriff’s Office and County Attorney’s Office to work collaboratively with the increased capacity of the Saint Paul Police and Public Health’s Sexual Offense Services.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Racial disparities for victims of sexual assault in Ramsey County contributes to barriers in accessing the criminal justice system, following through investigation, and receiving a fair trial. Through multidisciplinary and collaborative efforts between the County Attorney’s Office, Sheriff’s Office, and Public Health’s Sexual Offense Services, staff aim to reform the response to victim/survivors from systematically marginalized communities. The County’s approach will involve initiatives that recognize the intersectionality of race and the criminal justice system, barriers that exist for Black/African American, Native/Indigenous communities, and people of color, and provide for public discourse and systematic reform.

Community Participation Level and Impact

This action will help county staff in collaboration with Ramsey County providing a robust response that promotes victim-centered investigations, prosecutions and support when residents need the County’s support and respect the most. This grant will allow the Ramsey County Attorney’s Office to engage with community advocacy and survivors on the system changes that are intended to be improved by this grant.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

Grant revenues will fund this request and a \$350,000 grant will be established in the County Attorney’s budget.

County Manager Comments

County Board approval is required for all grant awards over \$100,000 and to increase the personnel complement.

Last Previous Action

On June 16, 2020, the County Board approved the grant agreement extension for the 2019 Violence Against Women Act Services, Training, Officers Prosecutors Special Projects Grant through March 31, 2021 (Resolution B2020-122).

On September 24, 2019, the County Board proclaimed its support for the County’s Attorney’s Office’s partnership with the City of Roseville to provide thorough, robust investigations to ensure victims of sexual assault are provided a compassionate and diligent response to their reports of sexual violence (Resolution B2019-225).

On March 12, 2019, the County Board accepted the 2019 Violence Against Women Act Services, Training, Officers Prosecutors Special Projects Grant and approved an increase in the personnel complement by two full-time equivalent positions to fund an Investigator and an Assistant County Attorney through 2020 (Resolution B2019-067).

On June 26, 2018, the County Board approved increase in personnel complement by two Full-Time Equivalent positions for Public Health SOS Program Assistants and budget authority to fund two new Saint Paul Police sexual assault investigators through 2019 from the County Attorney's civil asset forfeiture account. (Resolution B2018-186).

Attachments

1. Violence Against Women Act (VAWA) STOP Grant Agreement



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: VAWA STOP Special Projects 2021 Grant Contract Agreement No.: A-VAWA-2021-RAMSEYAO-00012
Grantee: Ramsey County Attorney's Office 345 Wabasha Street North, Suite 120 St Paul, Minnesota 55102-1553	Grant Contract Agreement Term: Effective Date: 4/1/2021 Expiration Date: 12/31/2022
Grantee’s Authorized Representative: Ryan O’Connor, County Manager Ramsey County Attorney's Office 15 West Kellogg Boulevard, Suite 250 St. Paul, Minnesota 55102 (651) 266-8009 Dennis.gerhardstein@ramseycounty.us	Grant Contract Agreement Amount: Original Agreement \$350,000.00 Matching Requirement \$0.00
State’s Authorized Representative: Casey Cashman, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 201-7352 Casey.cashman@state.mn.us	Federal Funding: CFDA 16.588 FAIN: 2019WFAX0011, 2020WFAX00019 State Funding: None Special Conditions: Special Conditions: Attached and incorporated into this grant agreement. See page 3.

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 VAWA STOP Special Projects 2021 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 VAWA STOP Special Projects 2021 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-VAWA-2021-RAMSEYAO-00012 / 3-73151

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: [Signature]

Print Name: John Choi

Title: COUNTY ATTORNEY

Date: 5/26/21

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Special Conditions



Special Conditions

1. Time limitations on funding use:

\$2,000.00 is available from April 1, 2021 through June 30, 2021.

\$241,236.00 is available from April 1, 2021 through June 30, 2022.

\$106,764.00 is available from July 1, 2021 through December 31, 2022

VAWA STOP Special Projects 2021

EXHIBIT A

Organization: Ramsey County Attorney's Office

A-VAWA-2021-RAMSEYAO-00012

Budget Summary

Budget			
Budget Category	VAWA	State	Match
Personnel			
Assistant County Attorney 3	\$171,895.00	\$0.00	\$0.00
Deputy Sheriff - Investigator	\$128,977.00	\$0.00	\$0.00
Total	\$300,872.00	\$0.00	\$0.00
Payroll Taxes & Fringe			
Health/Dental Insurance - Attorney	\$28,105.00	\$0.00	\$0.00
Health/Dental Insurance - Investigator	\$21,023.00	\$0.00	\$0.00
Total	\$49,128.00	\$0.00	\$0.00
Total	\$350,000.00	\$0.00	\$0.00

Board of Commissioners

Request for Board Action

Item Number: 2021-298

Meeting Date: 6/15/2021

Sponsor: County Attorney's Office

Title

Grant Award from Minnesota Department of Commerce for Minnesota Auto Theft Prevention Program - Youth Intervention Project

Recommendation

1. Accept a grant award of \$499,929.60 and approve a grant agreement with the Minnesota Department of Commerce for Auto Theft Prevention Program - Youth Intervention Program for the period of July 1, 2021 to June 30, 2023.
2. Authorize the Chair and Chief Clerk to execute the grant agreement.
3. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 FTE Deputy Sheriff.
4. Approve an increase in the personnel complement of the County Attorney's Office by 1.0 FTE Assistant County Attorney.

Background and Rationale

This board action is one of two requests related to auto theft prevention grants from the Minnesota Department of Commerce, Commerce Fraud Bureau, Minnesota Auto Theft Prevention Program. Both the Sheriff's Office and County Attorney's Office applied for and were awarded grant funds from the Minnesota Auto Theft Prevention Program for the next two state fiscal years (July 1, 2021 to June 30, 2023).

The Minnesota Automobile Theft Prevention Program is intended to reduce auto theft and auto theft related crimes. Under this state program, grant funds are awarded for programs and services that aid in the reduction of auto thefts, increase education and awareness of the community, respond to auto theft incidents, and prosecute offenders. This grant, administered by the Minnesota Department of Commerce, Commerce Fraud Bureau, provides financial support to communities that (1) engage in collaborative efforts to reduce auto theft and (2) have the greatest rates of automobile theft.

Ramsey County has some of greatest auto theft rates in the state:

- Ramsey County accounts for 9% of the state's population, but 28% of its auto thefts.
- Of the 417 law enforcement agencies in Minnesota, only six agencies responded to more auto thefts in 2019 than the Sheriff's Office.
- In the past year, approximately 40% of persons involved in auto thefts in Ramsey County were under the age of 25.
- Recent data suggests an increase in auto vehicle thefts accompanied by a more serious charge of aggravated robbery or assault (i.e., "car-jacking").
- Incidents of car-jackings in Ramsey County have mostly involved individuals operating as a group and under the age of 25.
- From 2018 to 2020, the number of juvenile auto-theft cases referred to the County Attorney's Office increased nearly 25%, accompanied by an increase in repetitive criminal conduct.

This grant provides a rare opportunity for the County Attorney’s Office, Sheriff’s Office, and the community to partner together to focus resources on intervention and prevention of auto theft and auto theft related offenses. In the past year, approximately 40% of persons involved in motor vehicle thefts in Ramsey County were under the age of 25. Recent data suggests an increase in motor vehicle thefts accompanied by a more serious charge of aggravated robbery or assault (i.e., “car-jacking”).

Employing the fundamentals of an approach known as focused deterrence, this grant will implement a pilot project aimed at deterring and reducing juvenile and young adult motor vehicle thefts. The core components of this work incorporate three basic elements: community members with moral authority over group members to deliver a credible message against violence; law enforcement to place individuals and groups on prior notice about the consequences of further group-involved violence for the group; and, support and outreach providers making a genuine offer of help to those who want it.

With this grant, funding will be provided for a focused deterrence Assistant Ramsey County Attorney (prosecutor), a focused deterrence Deputy Sheriff, a community-based partner (contract services), and a restorative justice specialist (contract services).

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

The Sheriff’s Office and County Attorney’s Office remains committed to monitoring and reviewing program outcomes through a racial equity lens. Both elected offices will monitor this program for any disparities.

Community Participation Level and Impact

The County Attorney’s Office and Sheriff’s Office has engaged community groups, including with the African American Leadership Council and Black Ministerial Alliance. With this grant, the two elected offices will seek community members as volunteers to serve as circle participants who will provide a critical layer of support to young people and their families who reach out and make connections to community-based services.

In addition, information about this action is available through County Board documentation that is published on the County’s website at

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

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

State grant funds of \$499,929.60 will pay for personnel and non-personnel expenditures through June 30, 2023.

County Manager Comments

County Board approval is required to accept grant awards over \$100,000 and to increase the personnel complement.

Last Previous Action

On November 24, 2015, the County Board approved the Auto Theft Prevention Grant Agreement with the Minnesota Department of Commerce (Resolution B2015-562).

On June 16, 2015, the County Board Approved an increase in the personnel complement of the County Attorney’s Office by 0.5 FTE Assistant County Attorney, designated to the unclassified service, for the Auto Theft Prevention Grant (Resolution B2015-290).

On September 4, 2012, the County Board approved the Auto Theft Prevention Grant Agreement with the Minnesota Department of Commerce (Resolution 2012-249).

Attachments

1. Grant Agreement - Youth Auto Theft Intervention Project (General Auto Theft Prevention)

SWIFT Contract No. _____

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce ("State") and Ramsey County Attorney's Office 345 Wabasha St. N. #120, St. Paul, MN 55102 ("Grantee").

Recitals

1. Under Minn. Stat. § 65B.84, the State is empowered to enter into this grant.
2. The State is in need of projects to reduce the incidence of automobile theft and automobile theft related crime. Grant awards pursuant to its Request for Proposals have been made for that purpose.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. § 16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract**1 Term of Grant Contract**

1.1 **Effective date:** July 1, 2021, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 3 years in increments as determined by the State, through a duly executed amendment.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties**2.1 Activities.**

The Grantee, who is not a state employee, will perform project activities in accordance with the specified tasks and line-item budget approved by the State, which is attached and incorporated into this contract as Exhibit A, and will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1).

2.2 Reporting Requirements.

Grantee shall report to the State as specified in the Grant Manual of the Office of Justice Program, which is posted online at <https://dps.mn.gov/divisions/ojp/grants/Documents/grant-manual.pdf> and is incorporated by reference into this grant contract.

(1) Financial Reporting.

Grantee shall submit a financial reporting form to the State's Authorized Representative utilizing the format identified by the State within 30 days after the end of the reporting period.

(2) Progress Reporting.

Grantee shall use forms prescribed by the State to submit a quarterly progress detailing progress achieved towards the accomplishment of the program goals and objectives within 30 days after the

end of the reporting period.

(3) **Other Requirements.**

Grantee shall submit such other reports and attend meetings and training as State shall reasonably request.

(4) **Evaluation.**

The State shall have the authority, during the course of this grant period, to conduct evaluations of the performance of the Grantee.

(5) **Requirement Changes.**

The State may modify or change all reporting forms at its discretion during the grant period.

(6) **Special Requirements.**

The State reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

2.3 Equipment

(1) **Definitions.**

Equipment and materials include items and supplies purchased with grant funds. This may include, but is not limited to, GPS trackers, cameras, computer software, ALPR's, and bait cars.

Capital equipment is defined as a single item purchased with a value of \$5,000 or more.

(2) **Purpose.**

All equipment and materials purchased with grant funds shall be used primarily for the purpose of the grant for the entire duration of the term of the agreement.

(3) **Inventory.**

The Grantee shall place all equipment and materials having a value of over \$100 purchased with grants funds on a grant property inventory form. The inventory form must be submitted with quarterly reports. The Grantee shall provide a copy of the grant inventory to the State's Authorized Representative.

(4) **Inspection.**

The Grantee shall make all equipment and materials purchased with grants funds available for inspection by the State's Authorized Representative.

(5) **Replacement.**

The Grantee is responsible for replacing or repairing property which is lost, stolen, damaged or destroyed. Any loss, damage or theft of equipment must be investigated and fully documented and made part of the official grant contract records. Stolen property must be reported promptly to the appropriate law enforcement agency and a copy of the report retained in the program files.

(6) **Discontinuation of Use During Grant Term.**

If the Grantee ceases using equipment (including capital equipment) or materials for the intended purpose during the term of the agreement, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

(7) **Discontinuation of Use of Capital Equipment.**

Capital equipment must be retained in inventory for a five-year period or when the value of the equipment has depreciated to less than \$5,000, whichever comes first. If the Grantee ceases using capital equipment for the intended purpose during this time, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

2.3 Personnel

If the grant provides funding for personnel, the funded personnel shall work on grant activities. Full-time funded positions must work exclusively on grant activities, excluding ancillary duties such as training, meetings, covering a court calendar, assisting others on a short-term project. Part-time or

overtime funding positions must keep a record of their hours spent on grant activities. The Grantee shall inform the State's Authorized Representative of the staff names who are assigned to and funded by the grant. If staff are reassigned or discontinued for more than 14 days, the grantee shall promptly notify the State's Authorized Representative.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation.

The Grantee will be reimbursed for activities and budget amounts according to the line-item budget approved by the State in Exhibit A:

- (1) \$249,964.80 is available for fiscal year 2022
- (2) \$249,964.80 is available for fiscal year 2023

Grant funds available for fiscal year 2022 are permitted to be carried forward into fiscal year 2023 only upon written request and with written approval in advance by the State's Authorized Representative.

(b) Line-item Changes.

Expenditures specified in Exhibit A may not be moved from one line-item to another unless in accordance with the requirements listed below:

- (1) Any changes to the line-item budget must advance the purpose of the Automobile Theft Prevention Grant Program and must remain within the total dollar amount available for each fiscal year.
- (2) Any fund transfers must be approved in advance in writing by the State's Authorized Representative and will not be effective until an amendment to this Agreement has been executed.
- (3) The State may refer approval requests for line-item transfer(s) to the Automobile Theft Prevention Advisory Board to review for reasonableness.

(c) Travel Expenses.

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the amount identified and approved for travel in Exhibit A; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$499,929.60.

4.2 Payment

(a) Invoices.

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the costs actually performed and the State's Authorized Representative accepts the invoiced services.

Invoices must be submitted timely upon completion of services, but not more often than monthly. The state fiscal year is July 1 to June 30 of each year. Amounts submitted on each invoice must reflect goods ordered and services rendered prior to June 30 of each fiscal year. The final invoice pertaining to each state fiscal year of this grant contract must be received by the close of business on July 31 following the end of the fiscal year.

(b) Unexpended Funds.

The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements.

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Joseph Boche, Grant Manager, 85-7th Place E, St. Paul, MN, 651-539-1605, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is John Choi Ramsey County Attorney's Office 345 Wabasha St. N. #120, St. Paul, MN 55102. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 Assignment.

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

7.2 Amendments.

Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver.

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

7.4 Grant Contract Complete.

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

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any

claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction 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 end of this grant 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.

10 Government Data Practices and Intellectual Property

10.1. Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2. Intellectual Property Rights.

Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The 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 Publicity and Endorsement

12.1 Publicity.

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with

respect to the program, publications, or services provided resulting from this grant contract.

12.2 **Endorsement.**

The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

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

14 **Termination**

14.1 **Termination by the State.**

The State may immediately terminate this grant contract with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.**

The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature; or
- b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 **Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the 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 the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Other Provisions**

16 Activities Requiring Prior Written Approval

The following require prior written approval:

- (1) Material program modifications:
 - a. Expanding your geographic area.
 - b. Changing organizations involved in activities (expansion, contraction or revision)
 - c. Revising activities and timelines.

- d. Amending the number of activities or number of individuals you proposed to serve.
- e. Revising your target population.
- (2) Purchase of capital equipment.
- (3) Purchase of equipment not specified within the grant agreement.
- (4) Reallocation of funds from one line item to another.
- (5) Contracts of \$5,000 or more.
- (6) Out of state travel when grant funds are used.
- (7) Disposal of equipment purchased with grant funds during the term of the grant.
- (8) Disposal of capital equipment at any time during the during the term of the grant, and for 5 years from the date of purchase of the equipment or when the equipment has a value less than \$5,000, whichever comes first.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

Phone: _____

Email: _____

By:  _____

Title: _____ County Attorney _____

Date: 6/18/2021

Phone: 651-266-3074

Email: dennis.gerhardstein@co.ramsey.mn.us

Exhibit A – Ramsey Youth

Ramsey County Youth Auto Theft Intervention Project	Approved FY 2022	Approved FY 2023	Total Approved
Personnel			
Prosecutor	\$ 67,128.00	\$ 67,128.00	\$ 134,256.00
Deputy	\$ 78,676.00	\$ 78,676.00	\$ 157,352.00
Payroll Taxes & Fringe			
Prosecutor	\$ 13,425.60	\$ 13,425.60	\$ 26,851.20
Deputy	\$ 15,735.20	\$ 15,735.20	\$ 31,470.40
Contract Services			
Community Partner	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
Restorative Justice Specialist	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00
Total	\$ 249,964.80	\$ 249,964.80	\$ 499,929.60

- Salary and benefits will be paid 25% per quarter.

Board of Commissioners

Request for Board Action

Item Number: 2021-299

Meeting Date: 6/15/2021

Sponsor: County Attorney's Office

Title

Grant Award from Minnesota Dept of Commerce for Minnesota Auto Theft Prevention Program - Dedicated Personnel & Training

Recommendation

1. Accept a grant award of \$568,969.60 and approve a grant agreement with the Minnesota Department of Commerce for Auto Theft Prevention - Dedicated Personnel & Training for the period of July 1, 2021 to June 30, 2023.
2. Authorize the Chair and Chief Clerk execute the grant agreement.
3. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 Full Time Equivalent Deputy Sheriff.

Background and Rationale

This board action is one of three requests related to auto theft prevention grants from the Minnesota Department of Commerce, Commerce Fraud Bureau, Minnesota Auto Theft Prevention Program. Both the Sheriff's Office and County Attorney's Office applied for and were awarded grant funds from the Minnesota Auto Theft Prevention Program for the next two state fiscal years (July 1 to June 30).

The Minnesota Automobile Theft Prevention Program is intended to reduce auto theft and auto theft related crimes. Under this state program, grant funds are awarded for programs and services that aid in the reduction of auto thefts, increase education and awareness of the community, respond to auto theft incidents and prosecute offenders. This grant, administered by the Minnesota Department of Commerce, Commerce Fraud Bureau, provides financial support to communities that (1) engage in collaborative efforts to reduce auto theft and (2) have the greatest rates of automobile theft.

Ramsey County has some of greatest auto theft rates in the state:

- Ramsey County accounts for 9% of the state's population, but 28% of its auto thefts.
- Of the 417 law enforcement agencies in Minnesota, only six agencies responded to more auto thefts in 2019 than the Sheriff's Office.
- In the past year, approximately 40% of persons involved in auto thefts in Ramsey County were under the age of 25.
- Recent data suggests an increase in auto vehicle thefts accompanied by a more serious charge of aggravated robbery or assault (i.e., "car-jacking").
- Incidents of car-jacking in Ramsey County have mostly involved individuals operating as a group
- From 2018-2020, the number of juvenile auto-theft cases referred to the County Attorney's Office increased nearly 25%, accompanied by an increase in repetitive criminal conduct.

This board action approves the General Auto Theft Prevention Grant for the County Attorney's Office. This grant provides funding for dedicated personnel (an Assistant County Attorney, Deputy Sheriff, and Paralegal) and training. With this grant, dedicated personnel will handle all auto theft and auto theft related offenses

presented to the County Attorney's Office for formal charging, including conducting follow-up investigations. The Deputy Sheriff will be embedded in the County Attorney's Office to improve case outcomes, similar to both the Dedicated Sexual Assault Investigator and the Dedicated General Crime Deputy Sheriff already assigned to the County Attorney's Office.

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

The Sheriff's Office and County Attorney's Office remains committed to monitoring and reviewing program outcomes through a racial equity lens. Both elected offices will monitor this program for any disparities.

Community Participation Level and Impact

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

www.ramseycounty.us/your-government/leadership/board-commissioners/board-meetings-information

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

 Inform Consult Involve Collaborate Empower**Fiscal Impact**

State grant funds of \$568,969.60 will pay for personnel and non-personnel expenditures through June 30, 2023.

County Manager Comments

County Board approval is required to accept grant awards over \$100,000 and to increase the personnel complement.

Last Previous Action

On November 24, 2015, the County Board approved the Auto Theft Prevention Grant Agreement with the Minnesota Department of Commerce (Resolution B2015-562).

On June 16, 2015, the County Board Approved an increase in the personnel complement of the County Attorney's Office by 0.5 FTE Assistant County Attorney, designated to the unclassified service, for the Auto Theft Prevention Grant (Resolution B2015-290).

On September 4, 2012, the County Board approved the Auto Theft Prevention Grant Agreement with the Minnesota Department of Commerce (Resolution 2012-249).

Attachments

1. Grant Agreement - General Auto Theft Prevention

SWIFT Contract No. _____

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce ("State") and Ramsey County Attorney's Office 345 Wabasha St. N. #120, St. Paul, MN 55102 ("Grantee").

Recitals

1. Under Minn. Stat. § 65B.84, the State is empowered to enter into this grant.
2. The State is in need of projects to reduce the incidence of automobile theft and automobile theft related crime. Grant awards pursuant to its Request for Proposals have been made for that purpose.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. § 16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** July 1, 2021, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration date:** June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 3 years in increments as determined by the State, through a duly executed amendment.
- 1.3 **Survival of Terms.**
The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

2.1 Activities.

The Grantee, who is not a state employee, will perform project activities in accordance with the specified tasks and line-item budget approved by the State, which is attached and incorporated into this contract as Exhibit A, and will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1).

2.2 Reporting Requirements.

Grantee shall report to the State as specified in the Grant Manual of the Office of Justice Program, which is posted online at <https://dps.mn.gov/divisions/ojp/grants/Documents/grant-manual.pdf> and is incorporated by reference into this grant contract.

(1) Financial Reporting.

Grantee shall submit a financial reporting form to the State's Authorized Representative utilizing the format identified by the State within 30 days after the end of the reporting period.

(2) Progress Reporting.

Grantee shall use forms prescribed by the State to submit a quarterly progress detailing progress achieved towards the accomplishment of the program goals and objectives within 30 days after the

end of the reporting period.

(3) **Other Requirements.**

Grantee shall submit such other reports and attend meetings and training as State shall reasonably request.

(4) **Evaluation.**

The State shall have the authority, during the course of this grant period, to conduct evaluations of the performance of the Grantee.

(5) **Requirement Changes.**

The State may modify or change all reporting forms at its discretion during the grant period.

(6) **Special Requirements.**

The State reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

2.3 Equipment

(1) **Definitions.**

Equipment and materials include items and supplies purchased with grant funds. This may include, but is not limited to, GPS trackers, cameras, computer software, ALPR's, and bait cars. Capital equipment is defined as a single item purchased with a value of \$5,000 or more.

(2) **Purpose.**

All equipment and materials purchased with grant funds shall be used primarily for the purpose of the grant for the entire duration of the term of the agreement.

(3) **Inventory.**

The Grantee shall place all equipment and materials having a value of over \$100 purchased with grants funds on a grant property inventory form. The inventory form must be submitted with quarterly reports. The Grantee shall provide a copy of the grant inventory to the State's Authorized Representative.

(4) **Inspection.**

The Grantee shall make all equipment and materials purchased with grants funds available for inspection by the State's Authorized Representative.

(5) **Replacement.**

The Grantee is responsible for replacing or repairing property which is lost, stolen, damaged or destroyed. Any loss, damage or theft of equipment must be investigated and fully documented and made part of the official grant contract records. Stolen property must be reported promptly to the appropriate law enforcement agency and a copy of the report retained in the program files.

(6) **Discontinuation of Use During Grant Term.**

If the Grantee ceases using equipment (including capital equipment) or materials for the intended purpose during the term of the agreement, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

(7) **Discontinuation of Use of Capital Equipment.**

Capital equipment must be retained in inventory for a five-year period or when the value of the equipment has depreciated to less than \$5,000, whichever comes first. If the Grantee ceases using capital equipment for the intended purpose during this time, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

2.3 Personnel

If the grant provides funding for personnel, the funded personnel shall work on grant activities. Full-time funded positions must work exclusively on grant activities, excluding ancillary duties such as training, meetings, covering a court calendar, assisting others on a short-term project. Part-time or

overtime funding positions must keep a record of their hours spent on grant activities. The Grantee shall inform the State's Authorized Representative of the staff names who are assigned to and funded by the grant. If staff are reassigned or discontinued for more than 14 days, the grantee shall promptly notify the State's Authorized Representative.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation.

The Grantee will be reimbursed for activities and budget amounts according to the line-item budget approved by the State in Exhibit A:

- (1) \$282,484.80 is available for fiscal year 2022
- (2) \$286,484.80 is available for fiscal year 2023

Grant funds available for fiscal year 2022 are permitted to be carried forward into fiscal year 2023 only upon written request and with written approval in advance by the State's Authorized Representative.

(b) Line-item Changes.

Expenditures specified in Exhibit A may not be moved from one line-item to another unless in accordance with the requirements listed below:

- (1) Any changes to the line-item budget must advance the purpose of the Automobile Theft Prevention Grant Program and must remain within the total dollar amount available for each fiscal year.
- (2) Any fund transfers must be approved in advance in writing by the State's Authorized Representative and will not be effective until an amendment to this Agreement has been executed.
- (3) The State may refer approval requests for line-item transfer(s) to the Automobile Theft Prevention Advisory Board to review for reasonableness.

(c) Travel Expenses.

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the amount identified and approved for travel in Exhibit A; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$568,969.60.

4.2 Payment

(a) Invoices.

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the costs actually performed and the State's Authorized Representative accepts the invoiced services.

Invoices must be submitted timely upon completion of services, but not more often than monthly. The state fiscal year is July 1 to June 30 of each year. Amounts submitted on each invoice must reflect goods ordered and services rendered prior to June 30 of each fiscal year. The final invoice pertaining to each state fiscal year of this grant contract must be received by the close of business on July 31 following the end of the fiscal year.

(b) Unexpended Funds.

The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements.

Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Joseph Boche, Grant Manager, 85-7th Place E, St. Paul, MN, 651-539-1605, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is John Choi Ramsey County Attorney's Office 345 Wabasha St. N. #120, St. Paul, MN 55102. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 Assignment.

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

7.2 Amendments.

Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver.

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

7.4 Grant Contract Complete.

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

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The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any

claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

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Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction 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 end of this grant 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.

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10.2. Intellectual Property Rights.

Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

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12.1 Publicity.

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with

respect to the program, publications, or services provided resulting from this grant contract.

12.2 **Endorsement.**

The Grantee must not claim that the State endorses its products or services.

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

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14.1 **Termination by the State.**

The State may immediately terminate this grant contract with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.**

The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature; or
- b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 **Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the 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 the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Other Provisions**

16 Activities Requiring Prior Written Approval

The following require prior written approval:

- (1) Material program modifications:
 - a. Expanding your geographic area.
 - b. Changing organizations involved in activities (expansion, contraction or revision)
 - c. Revising activities and timelines.

- d. Amending the number of activities or number of individuals you proposed to serve.
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- (7) Disposal of equipment purchased with grant funds during the term of the grant.
- (8) Disposal of capital equipment at any time during the during the term of the grant, and for 5 years from the date of purchase of the equipment or when the equipment has a value less than \$5,000, whichever comes first.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

Phone: _____

Email: _____

By:  _____

Title: _____ County Attorney _____

Date: 6/8/2021

Phone: 651-266-3074

Email: dennis.gerhardstein@co.ramsey.mn.us

Exhibit A – RCAO

Ramsey County Attorney's Office	Approved FY 2022	Approved FY 2023	Total Approved
Personnel			
Auto Theft Attorney - Senior	\$ 143,790.00	\$ 143,790.00	\$ 287,580.00
Auto Theft Investigator	\$ 74,750.00	\$ 74,750.00	\$ 149,500.00
Paralegal .25 FTE	\$ 16,864.00	\$ 16,864.00	\$ 33,728.00
Payroll Taxes & Fringe			
Auto Theft Attorney - Senior	\$ 28,758.00	\$ 28,758.00	\$ 57,516.00
Auto Theft Investigator	\$ 14,950.00	\$ 14,950.00	\$ 29,900.00
Paralegal .25 FTE	\$ 3,372.80	\$ 3,372.80	\$ 6,745.60
Training			
4 People		\$ 4,000.00	\$ 4,000.00
Total	\$ 282,484.80	\$ 286,484.80	\$ 568,969.60

- **Salary and benefits will be paid 25% per quarter.**

Board of Commissioners

Request for Board Action

Item Number: 2021-293

Meeting Date: 6/15/2021

Sponsor: County Attorney's Office

Title
County Attorney Report on 2020 Civil Asset Forfeiture Funds

Recommendation

Accept the County Attorney Report on Civil Asset Forfeitures - County Attorney 2020 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 - .5318. Expenditures from these funds are for projects or programs which are supplemental to the agency's operating fund.

On November 3, 1986, the County Board adopted Resolution 86-680 establishing Criminal Property Forfeiture funds for the Ramsey County Attorney. Also, on December 15, 1992, the 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 2020 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. Reducing and eliminating fines and fees will have positive and significant racial equity impact on the community.

Community Participation Level and Impact

Information about this action is available through County Board documentation that is published on the County's website at <https://www.ramseycounty.us/your-government/leadership/board-commissioners/board-meetings-information>.

Inform Consult Involve Collaborate Empower

Fiscal Impact

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

County Manager Comments

This report is required by County Board Resolutions 86-680 and 92-740.

Last Previous Action

The Ramsey County Board of Commissioners has accepted County Attorney Reports on Activity in Civil Asset Forfeiture Funds since 1990.

Attachments

1. Civil Asset Forfeitures - County Attorney 2020 Activity

**Civil Asset Forfeitures - County Attorney
2020 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.

Beginning Balance January 8, 2020	\$ 771,646.92
Add:	
Revenue	72,070.55
Less:	
Disbursements:	
Community Bail Fund transfer to County Manager's Office	(40,000.00)
Minnesota County Attorney's Association Education Foundation	(2,000.00)
Understanding and Responding to Mass Incarceration conference speaker	(500.00)
Cold Storage for Restricted Sexual Assault Kits	(3,656.66)
Ramsey County Gun Lock Safety Program	(1,980.00)
East Metro Crime Prevention re: Vaping seminar costs	(519.07)
Safety masks for employees	(2,634.94)
	(51,290.67)

Criminal Forfeitures - County Attorney
Commitments on Funds

Ending Balance January 22, 2021	\$ 832,426.80
Less:	
Commitments on Account:	
2 FTE SPPD Investigators for Start by Believing - \$55,780 per quarter	(55,780.00)
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 2020-May 2021) - Human Services	(80,000.00)
Pathway to Public Service Attorney Fellowship Program (August 2020-May 2021) - Criminal	(80,000.00)
	<u>(340,780.00)</u>
Uncommitted funding available	<u>\$ 491,646.80</u>

Board of Commissioners

Request for Board Action

Item Number: 2021-302

Meeting Date: 6/15/2021

Sponsor: Sheriff's Office

Title

Fiscal Agent Agreement for the High Intensity Drug Trafficking Area Program Grant.

Recommendation

1. Approve the Fiscal Agent Agreement with the cities of New Brighton, Roseville, Saint Paul, Maplewood, Mounds View and White Bear Lake for the High Intensity Drug Trafficking Area Program Grant for the term beginning July 1, 2021 through December 31, 2022.
2. Authorize the Chair and Chief Clerk to execute the Fiscal Agent Agreement.
3. Authorize the County Manager to approve and execute amendments to the Fiscal Agent Agreement including amendments to renew the term of the agreements with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

Background and Rationale

On September 12, 2017, the County Board approved a Memorandum of Understanding with the North Central High Intensity Drug Trafficking Areas (HIDTA) and accepted the HIDTA program grant from the United States Office of National Drug Control Policy (Resolution B2017-220). On April 14, 2020, the County Board reauthorized the HIDTA program grant (Resolution B2020-102). With the ongoing continuation of the HIDTA grant program, an updated Fiscal Agent Agreement is now required to include the City of Mounds View. A Fiscal Agent Agreement is required when a county department or elected office provides financial management, accounting, and reporting services on behalf of one or more public organizations.

The United States Office of National Drug Control Policy (ONDCP) administers the HIDTA grant program. Congress established this program to operate under the direction of the ONDCP by the Anti-Drug Abuse Act of 1988. Under this program, a coalition of federal, state, local, and tribal law enforcement agencies from a specific geographic area join together to apply for, and to receive, federal grants to facilitate specific drug control goals. A HIDTA coalition does not possess its own law enforcement authority. The agencies that participate in HIDTA carry out activities to accomplish a set of specific measurable goals. There are presently 33 HIDTAs in all 50 states, as well as in Puerto Rico, the U.S. Virgin Islands, and the District of Columbia.

The purpose of HIDTA is to reduce drug trafficking and production by:

- Facilitating cooperation among federal, state, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities
- Enhancing law enforcement intelligence sharing among federal, state, local, and tribal law enforcement agencies
- Providing reliable law enforcement intelligence to law enforcement agencies to facilitate the design of effective enforcement strategies and operations
- Supporting coordinated law enforcement strategies that make the most of available resources to reduce the supply of illegal drugs in designated areas of the United States

In Ramsey County, HIDTA operates within the Violent Crime Enforcement Team (VCET). VCET is an east

metro multi-agency law enforcement task force comprised of deputies from the Sheriff's Office along with officers from the Saint Paul, Roseville, Mounds View, Maplewood, White Bear Lake, and New Brighton Police Departments and agents from the Department of Homeland Security Investigations. VCET collaborates with the United States Drug Enforcement Administration (DEA) and the Bureau of Alcohol, Tobacco, and Firearms (ATF). Additional partners include the Ramsey County Attorney's Office and the Minnesota National Guard Counter-Drug Task Force. VCET focuses enforcement efforts to identify, arrest, and prosecute upper level narcotics distributors, violent offenders, gang members, and career criminals to stop the flow of narcotics and weapons into the region. VCET also collaborates with other local state and federal agencies and offers public education and awareness to communities on drugs, gangs, and violent offenders.

This Fiscal Agent Agreement is between the county, through the Sheriff's Office, with the City of New Brighton, the City of Roseville, the City of Saint Paul, the City of Maplewood, the City of Mounds View, and the City of White Bear Lake. This agreement has been approved by the County Attorney's Office.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

While there is no direct racial impact associated with this administrative item, the Sheriff's Office remains committed to reviewing program outcomes for any racial disparities.

Community Participation Level and Impact

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

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

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

There is no financial impact due to the Fiscal Agent Agreement related to this action.

County Manager Comments

County Board approval is required for the issuance of a Fiscal Agent Agreement and is consistent with the County Board's policies and procedures.

Last Previous Action

On April 14, 2020, the County Board reauthorized the HIDTA program grant (Resolution B2020-102).

On September 12, 2017, the County Board approved a Memorandum of Understanding with the North Central HIDTA and accepted the HIDTA program grant from the United States Office of National Drug Control Policy (Resolution B2017-220).

Attachments

1. Fiscal Agent Agreement



Fiscal Agent Agreement

This is a Fiscal Agent Agreement (“Agreement”) between Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Sheriff’s Office, 425 Grove Street, Saint Paul, Minnesota 55101 (“County”), and the City of Maplewood, the City of New Brighton, the City of Roseville, the City of St. Paul, the City of Mounds View, and the City of White Bear Lake (each, a “City” and collectively, the “Cities”).

Recitals

- A. The County has joined the North Central High Intensity Drug Trafficking Area (“HIDTA”) and receives federal HIDTA grant funding to pay overtime for investigators assigned to the Violent Crime Enforcement Team (“VCET”).
- B. The Cities wish to provide investigators to the VCET and require funding to pay overtime costs.
- C. The County agrees to act as fiscal agent to distribute to the Cities the HIDTA grant funds to pay overtime costs.

1. Term

The term of this Agreement shall be from June 1, 2021 through December 31, 2022. Agreement renewals shall be made by way of a written Amendment to this Agreement and signed by authorized representatives.

2. Scope of Service

The parties agree as follows:

2.1. The Cities agree that they will:

- 2.1.1. Produce a quarterly list of who is eligible for the Overtime including hours worked and case numbers assigned with hours worked (“Eligibility List”);

2.2. The County agrees that it will:

- 2.2.1. Receive invoices from the Cities for VCET overtime costs; and
- 2.2.2. Pay invoices of the Cities from funds received via the annual HIDTA Grant Agreement between the County and the federal Office of National Drug Control Policy (the “Grant Agreement”).

The parties agree that accounting, procurement and other fiscal agent services provided by County will comply with generally accepted accounting principles and County Finance Department policies.

2.3. Type of Audit and Frequency

The County will conduct fiscal and program audits annually. Audit findings and corrective actions will be issued in writing to the Cities 45 days after the completion of the audit. Cities will be required to respond to corrective actions in writing 30 days after the receipt of the written audit from the County.

2.4. Resolution Measures for Noncompliance with the Agreement

Resolution measures for non-compliance with the Agreement will consist of a written report that clearly states the areas of non-compliance, the corrective action needed to be in compliance and a timeline to complete each corrective action as stated in the written fiscal or program audit. On-going fiscal and program audits will occur to ensure compliance with the Agreement.

2.5. Payment Processing has adequate segregation of duties

The County and the Cities have adequate segregation of duties as stipulated by the Governmental Accounting Standards Board. The County accounting and procurement departments and other fiscal agent services comply with general accounting principles and the County Finance Department policies.

3. General Contract / Agreement Terms and Conditions

3.1. Payment

The Cities will forward invoices to the County on a quarterly basis for overtime expenses related to their participation in VCET.

The County will not receive payment for administrative costs or expenses related to this Agreement.

3.2. Application for Payments

- 3.2.1. Invoices for any goods or services not identified in this Agreement will be disallowed.
- 3.2.2. Each application for payment shall contain the Eligibility List, an itemized list of services furnished, dates of services provided, and total invoice amount.
- 3.2.3. Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges.
- 3.2.4. Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes § 471.425.

3.3. Independent Contractor

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

3.4. Data Practices

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

3.5. Indemnification

Subject to Minn. Stat. Ch. 466, each party is solely responsible for the acts or omissions of their respective employees when acting in the course and scope of their employment duties. No party

may be held liable for the acts or omissions of another party's employees, officers, or agents under this Agreement.

It is understood and agreed that each party's liability shall be limited by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either party, their respective officials and employees, may have under said Chapter 466, or any common-law immunity or limitation of liability.

3.6. Records Retention

Until the expiration of six years after the furnishing of services pursuant to the Agreement, the County shall retain a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the County relating to this Agreement.

3.7. Notices

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

Ramsey County: Commander Ryan O'Neil, 425 Grove Street, Saint Paul, MN 55101

City of Maplewood: Chief Scott Nadeau, 1830 County Road B E, Maplewood, MN 55109
City of New Brighton: Director Tony Paetznick, 785 Old Hwy 8 NW, New Brighton, MN 55112
City of Roseville: Chief Erika Scheider, 2660 Civic Center Drive, Roseville, MN 55113
City of St. Paul: Commander Axel Henry, 367 Grove Street, Saint Paul, MN 55101
City of Mounds View: Chief Nate Harder, 2401 County Highway 10, Mounds View, MN 55112
City of White Bear Lake: Chief Julie Swanson, 4701 Highway 61, White Bear Lake, MN 55110

3.8. Non-Assignability

The parties to this Agreement shall have no right to assign any interest in this Agreement and shall not transfer any interest in this Agreement by subcontract or assignment without the prior written consent of all other parties to the Agreement.

3.9. Force Majeure

No party shall be liable for any loss or damage incurred by any other party as a result of events outside the control of such party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

3.10. Unavailability of Funding – Termination

The services of County under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the

appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding is no longer available or is not appropriated by the Board of County Commissioners. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

3.11. Termination

- 3.11.1. The County may immediately terminate this Agreement if any proceeding or the other action is filed by or against any other party seeking reorganization, liquidation, dissolution, or insolvency of such party under any law relating to bankruptcy, insolvency, or relief of debtors.
- 3.11.2. If a City breaches any material terms or conditions of this Agreement, the County may, without prejudice to any right or remedy, give the breaching party fourteen (14) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the breaching party fails to cure the deficiency within the fourteen (14) day cure period, this Agreement shall terminate upon expiration of the cure period.
- 3.11.3. The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Cities.
- 3.11.4. Any City may terminate its participation in this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the other parties.
- 3.11.5. Any party may immediately terminate this Agreement if any proceeding or other action is filed by or against any other party seeking reorganization, liquidation, dissolution, or insolvency of such party under any law relating to bankruptcy, insolvency or relief of debtors.
- 3.11.6. In the event of termination of this Agreement pursuant to this section, funds will be distributed and payment of liabilities will occur as follows:
 - 3.11.6.1. The County will pay any outstanding expenses incurred by VCET, including reimbursing the Cities for any overtime expenses incurred as a result of participation in VCET.
 - 3.11.6.2. After all expenses have been paid as outlined above, any remaining funds will be returned to the source of the grant funding.

3.12. Interpretation of Agreement; Venue

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

3.13. Dispute Resolution and Escalation Procedures

In the event of a dispute, the disputing party will speak with the VCET commander. The disputing party and the VCET commander will work together to try to resolve the dispute. If both parties fail to come to a mutual agreement to resolve the dispute, the parties will engage in good faith negotiation to resolve the dispute before resorting to legal process. Negotiation may include mediation or arbitration through third parties if both parties agree. Nothing communicated during the course of negotiation, mediation or arbitration may be used against either party in legal process if the dispute is not resolved.

3.14. Severability

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

3.15. Alteration

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

3.16. Limitation of Liability.

The County is not responsible for providing services outside of the scope of the Agreement. The County is not liable for management decisions made by any City, or any other organization, and is also not responsible for cash shortfalls, such as bills not paid or charges for payments made with insufficient funds, due to funding shortfalls of any City or any other organization.

3.17. Entire Agreement

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

3.18. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one in the same document. All executed counterparts of this Agreement shall be forwarded to the Fiscal Agent. Upon receipt of executed counterparts from all parties, the Fiscal Agent will prepare one conformed copy of this Agreement and provide a copy to each Party.

Wherefore, the County and the Cities have executed this Fiscal Agent Agreement as of the last date written below.

RAMSEY COUNTY

CITY OF WHITE BEAR LAKE

Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

Abby Goldsmith
Acting Chief Clerk – County Board

Date: _____

Bob Fletcher
Ramsey County Sheriff

Date: _____

Approved as to form:

Kimberly Parker
Assistant Ramsey County Attorney

Date: _____

(signature)

Print Name: _____

Title: _____

Date: _____

RAMSEY COUNTY

CITY OF NEW BRIGHTON

Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

Abby Goldsmith
Acting Chief Clerk – County Board

Date: _____

Bob Fletcher
Ramsey County Sheriff

Date: _____

Approved as to form:

Kimberly Parker
Assistant Ramsey County Attorney

Date: _____

(signature)

Print Name: _____

Title: _____

Date: _____

RAMSEY COUNTY

CITY OF ROSEVILLE

Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

Abby Goldsmith
Acting Chief Clerk – County Board

Date: _____

Bob Fletcher
Ramsey County Sheriff

Date: _____

Approved as to form:

Kimberly Parker
Assistant Ramsey County Attorney

Date: _____

(signature)

Print Name: _____

Title: _____

Date: _____

RAMSEY COUNTY

CITY OF SAINT PAUL

Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

Abby Goldsmith
Acting Chief Clerk – County Board

Date: _____

Bob Fletcher
Ramsey County Sheriff

Date: _____

Approved as to form:

Kimberly Parker
Assistant Ramsey County Attorney

Date: _____

(signature)

Print Name: _____

Title: _____

Date: _____

RAMSEY COUNTY

CITY OF MOUNDS VIEW

Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

Abby Goldsmith
Acting Chief Clerk – County Board

Date: _____

Bob Fletcher
Ramsey County Sheriff

Date: _____

Approved as to form:

Kimberly Parker
Assistant Ramsey County Attorney

Date: _____

(signature)

Print Name: _____

Title: _____

Date: _____

RAMSEY COUNTY

CITY OF MAPLEWOOD

Toni Carter, Chair
Ramsey County Board of Commissioners

Date: _____

Abby Goldsmith
Acting Chief Clerk – County Board

Date: _____

Bob Fletcher
Ramsey County Sheriff

Date: _____

Approved as to form:

Kimberly Parker
Assistant Ramsey County Attorney

Date: _____

(signature)

Print Name: _____

Title: _____

Date: _____

Item Number: 2021-303

Meeting Date: 6/15/2021

Sponsor: Sheriff's Office

Title

Grant Award from Minnesota Department of Commerce for Minnesota Auto Theft Prevention Program - Dedicated Investigator, Training and Equipment.

Recommendation

1. Ratify the Auto Theft Prevention grant applications to the Minnesota Department of Commerce.
2. Accept a grant award of \$283,745 and approve a grant agreement with the Minnesota Department of Commerce for Auto Theft Prevention - Dedicated Personnel and Training for the period of July 1, 2021 to June 30, 2023.
3. Authorize the County Manager to execute future Auto Theft Prevention grants, in a form approved by the County Attorney's Office, through December 31, 2026.
4. Approve an increase in the personnel complement of the Sheriff's Office by 1.0 Full Time Equivalent Deputy Sheriff.

Background and Rationale

This board action is one of three requests related to auto theft prevention grants from the Minnesota Department of Commerce, Commerce Fraud Bureau, Minnesota Auto Theft Prevention Program. Both the Sheriff's Office and County Attorney's Office applied for and were awarded four grant funds from the Minnesota Auto Theft Prevention Program for the next two state fiscal years (July 1 to June 30).

The Minnesota Automobile Theft Prevention Program is intended to reduce auto theft and auto theft related crimes. Under this state program, grant funds are awarded for programs and services that aid in the reduction of auto thefts, increase education and awareness of the community, respond to auto theft incidents, and prosecute offenders. This grant, administered by the Minnesota Department of Commerce, Commerce Fraud Bureau, provides financial support to communities that (1) engage in collaborative efforts to reduce auto theft and (2) have the greatest rates of automobile theft.

Ramsey County has some of greatest auto theft rates in the state:

- Ramsey County accounts for 9% of the state's population, but 28% of its auto thefts.
- Of the 417 law enforcement agencies in Minnesota, only six agencies responded to more auto thefts in 2019 than the Sheriff's Office.
- In the past year, approximately 40% of persons involved in auto thefts in Ramsey County were under the age of 25.
- Recent data suggests an increase in auto vehicle thefts accompanied by a more serious charge of aggravated robbery or assault (i.e., "car-jacking").
- Incidents of car-jackings in Ramsey County have mostly involved individuals operating as a group and under the age of 25.
- From 2018-2020, the number of juvenile auto-theft cases referred to the County Attorney's Office increased nearly 25%, accompanied by an increase in repetitive criminal conduct.

This board action approves the Dedicated Auto Theft Investigator Grant and the General Auto Theft Prevention Grant for the Sheriff’s Office. The Dedicated Auto Theft Investigator Grant provides funding for a dedicated auto theft investigator and training. The General Auto Theft Prevention grant provides funding for overtime and equipment. These two grants will primarily serve the communities who contract with the Sheriff’s Office for patrol, investigation, and community services: Arden Hills, Falcon Heights, Little Canada, North Oaks, Shoreview, Vadnais Heights, and White Bear Township. The number of auto thefts in these communities increased 47% between 2019 and 2020.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

The Sheriff’s Office and County Attorney’s Office remains committed to monitoring and reviewing program outcomes through a racial equity lens. Both elected offices will monitor this program for any disparities.

Community Participation Level and Impact

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

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

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

State grant funds of \$283,745 will pay for personnel and non-personnel expenditures through June 30, 2023.

County Manager Comments

County Board approval is required to accept grant awards over \$100,000 and to increase in the personnel complement.

Last Previous Action

On November 24, 2015, the County Board approved the Auto Theft Prevention Grant Agreement with the Minnesota Department of Commerce (Resolution B2015-562).

On September 4, 2012, the County Board approved the Auto Theft Prevention Grant Agreement with the Minnesota Department of Commerce (Resolution 2012-249).

Attachments

1. Grant Agreement - Dedicated Auto Theft Investigator
2. Grant Agreement - General Auto Theft Prevention

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce ("State") and Ramsey County Sheriff's Office 425 Grove Street, St. Paul, Minnesota 55101 ("Grantee").

Recitals

1. Under Minn. Stat. § 65B.84, the State is empowered to enter into this grant.
2. The State is in need of projects to reduce the incidence of automobile theft and automobile theft related crime. Grant awards pursuant to its Request for Proposals have been made for that purpose.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. § 16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** July 1, 2021, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 3 years in increments as determined by the State, through a duly executed amendment.

1.3 **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

2.1 **Activities.**

The Grantee, who is not a state employee, will perform project activities in accordance with the specified tasks and line-item budget approved by the State, which is attached and incorporated into this contract as Exhibit A, and will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1).

2.2 **Reporting Requirements.**

Grantee shall report to the State as specified in the Grant Manual of the Office of Justice Program, which is posted online at <https://dps.mn.gov/divisions/ojp/grants/Documents/grant-manual.pdf> and is incorporated by reference into this grant contract.

(1) **Financial Reporting.**

Grantee shall submit a financial reporting form to the State's Authorized Representative utilizing the format identified by the State within 30 days after the end of the reporting period.

(2) **Progress Reporting.**

Grantee shall use forms prescribed by the State to submit a quarterly progress detailing progress achieved towards the accomplishment of the program goals and objectives within 30 days after the

end of the reporting period.

(3) **Other Requirements.**

Grantee shall submit such other reports and attend meetings and training as State shall reasonably request.

(4) **Evaluation.**

The State shall have the authority, during the course of this grant period, to conduct evaluations of the performance of the Grantee.

(5) **Requirement Changes.**

The State may modify or change all reporting forms at its discretion during the grant period.

(6) **Special Requirements.**

The State reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

2.3 Equipment

(1) **Definitions.**

Equipment and materials include items and supplies purchased with grant funds. This may include, but is not limited to, GPS trackers, cameras, computer software, ALPR's, and bait cars.

Capital equipment is defined as a single item purchased with a value of \$5,000 or more.

(2) **Purpose.**

All equipment and materials purchased with grant funds shall be used primarily for the purpose of the grant for the entire duration of the term of the agreement.

(3) **Inventory.**

The Grantee shall place all equipment and materials having a value of over \$100 purchased with grants funds on a grant property inventory form. The inventory form must be submitted with quarterly reports. The Grantee shall provide a copy of the grant inventory to the State's Authorized Representative.

(4) **Inspection.**

The Grantee shall make all equipment and materials purchased with grants funds available for inspection by the State's Authorized Representative.

(5) **Replacement.**

The Grantee is responsible for replacing or repairing property which is lost, stolen, damaged or destroyed. Any loss, damage or theft of equipment must be investigated and fully documented and made part of the official grant contract records. Stolen property must be reported promptly to the appropriate law enforcement agency and a copy of the report retained in the program files.

(6) **Discontinuation of Use During Grant Term.**

If the Grantee ceases using equipment (including capital equipment) or materials for the intended purpose during the term of the agreement, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

(7) **Discontinuation of Use of Capital Equipment.**

Capital equipment must be retained in inventory for a five-year period or when the value of the equipment has depreciated to less than \$5,000, whichever comes first. If the Grantee ceases using capital equipment for the intended purpose during this time, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

2.3 Personnel

If the grant provides funding for personnel, the funded personnel shall work on grant activities. Full-time funded positions must work exclusively on grant activities, excluding ancillary duties such as training, meetings, covering a court calendar, assisting others on a short-term project. Part-time or

overtime funding positions must keep a record of their hours spent on grant activities. The Grantee shall inform the State's Authorized Representative of the staff names who are assigned to and funded by the grant. If staff are reassigned or discontinued for more than 14 days, the grantee shall promptly notify the State's Authorized Representative.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation.

The Grantee will be reimbursed for activities and budget amounts according to the line-item budget approved by the State in Exhibit A:

(1) \$100,125.00 is available for fiscal year 2022

(2) \$103,780.00 is available for fiscal year 2023

Grant funds available for fiscal year 2022 are permitted to be carried forward into fiscal year 2023 only upon written request and with written approval in advance by the State's Authorized Representative.

(b) Line-item Changes.

Expenditures specified in Exhibit A may not be moved from one line-item to another unless in accordance with the requirements listed below:

(1) Any changes to the line-item budget must advance the purpose of the Automobile Theft Prevention Grant Program and must remain within the total dollar amount available for each fiscal year.

(2) Any fund transfers must be approved in advance in writing by the State's Authorized Representative, and will not be effective until an amendment to this Agreement has been executed.

(3) The State may refer approval requests for line-item transfer(s) to the Automobile Theft Prevention Advisory Board to review for reasonableness.

(c) Travel Expenses.

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the amount identified and approved for travel in Exhibit A; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$ 203,905.00.

4.2 Payment

(a) Invoices.

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the costs actually performed and the State's Authorized Representative accepts the invoiced services.

Invoices must be submitted timely upon completion of services, but not more often than monthly. The state fiscal year is July 1 to June 30 of each year. Amounts submitted on each invoice must reflect goods ordered and services rendered prior to June 30 of each fiscal year. The final invoice pertaining to each state fiscal year of this grant contract must be received by the close of business on July 31 following the end of the fiscal year.

(b) Unexpended Funds.

The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements.

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Joseph Boche, Grant Manager, 85-7th Place E, St. Paul, MN, 651-539-1605, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Bob Fletcher 425 Grove Street, St. Paul, Minnesota 55101. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

7.1 Assignment.

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

7.2 Amendments.

Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver.

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

7.4 Grant Contract Complete.

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

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any

claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction 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 end of this grant 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.

10 Government Data Practices and Intellectual Property

10.1. Government Data Practices.

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2. Intellectual Property Rights.

Grantee represents and warrants that materials produced or used under this grant contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. Grantee shall indemnify and defend the State, at Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the materials infringe upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to reasonable attorneys' fees arising out of this grant contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in Grantee's or the State's opinion is likely to arise, Grantee shall, at the State's discretion, either procure for the State the right or license to continue using the materials at issue or replace or modify the allegedly infringing materials. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11 Workers' Compensation

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The 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 Publicity and Endorsement

12.1 Publicity.

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices

prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 **Endorsement.**

The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

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

14 **Termination**

14.1 **Termination by the State.**

The State may immediately terminate this grant contract with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.**

The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature; or
- b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 **Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the 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 the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Other Provisions**

16 **Activities Requiring Prior Written Approval**

The following require prior written approval:

- (1) Material program modifications:
 - a. Expanding your geographic area.
 - b. Changing organizations involved in activities (expansion, contraction or revision)

- c. Revising activities and timelines.
- d. Amending the number of activities or number of individuals you proposed to serve.
- e. Revising your target population.
- (2) Purchase of capital equipment.
- (3) Purchase of equipment not specified within the grant agreement.
- (4) Reallocation of funds from one line item to another.
- (5) Contracts of \$5,000 or more.
- (6) Out of state travel when grant funds are used.
- (7) Disposal of equipment purchased with grant funds during the term of the grant.
- (8) Disposal of capital equipment at any time during the during the term of the grant, and for 5 years from the date of purchase of the equipment or when the equipment has a value less than \$5,000, whichever comes first.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Exhibit A - Full-Time Investigator (Metro MN)

Award	FY 2022	FY 2023*	Total
Full Time Investigator	\$ 100,000.00	\$ 100,000.00	\$ 200,000.00
IAATI 1 Year Registration		\$ 55.00	\$ 55.00
IAATI Certified Investigator Training & Registration	\$ 125.00		\$ 125.00
IAATI 2022 Conference Registration - Chicago, IL		\$ 475.00	\$ 475.00
IAATI 2022 Conference Travel (air, hotel, per diem, incidental) - Chicago, IL		\$ 3,000.00	\$ 3,000.00
IAATI 2023 Conference Registration - Bloomington, MN		\$ 250.00	\$ 250.00
TOTALS	\$ 100,125.00	\$ 103,780.00	\$ 203,905.00

- **Salary and benefits will be paid 25% per quarter.**
- ***Pending approval of satisfactory performance as determined by State's Authorized Representative by April, 2022.**

This grant contract is between the State of Minnesota, acting through its Commissioner of Commerce ("State") and Ramsey County Sheriff's Office 425 Grove Street, St. Paul, Minnesota 55101 ("Grantee").

Recitals

1. Under Minn. Stat. § 65B.84, the State is empowered to enter into this grant.
2. The State is in need of projects to reduce the incidence of automobile theft and automobile theft related crime. Grant awards pursuant to its Request for Proposals have been made for that purpose.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. § 16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** July 1, 2021, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first. The contract may be extended for up to an additional 3 years in increments as determined by the State, through a duly executed amendment.

1.3 **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

2.1 **Activities.**

The Grantee, who is not a state employee, will perform project activities in accordance with the specified tasks and line-item budget approved by the State, which is attached and incorporated into this contract as Exhibit A, and will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1).

2.2 **Reporting Requirements.**

Grantee shall report to the State as specified in the Grant Manual of the Office of Justice Program, which is posted online at <https://dps.mn.gov/divisions/ojp/grants/Documents/grant-manual.pdf> and is incorporated by reference into this grant contract.

(1) **Financial Reporting.**

Grantee shall submit a financial reporting form to the State's Authorized Representative utilizing the format identified by the State within 30 days after the end of the reporting period.

(2) **Progress Reporting.**

Grantee shall use forms prescribed by the State to submit a quarterly progress detailing progress achieved towards the accomplishment of the program goals and objectives within 30 days after the

end of the reporting period.

(3) **Other Requirements.**

Grantee shall submit such other reports and attend meetings and training as State shall reasonably request.

(4) **Evaluation.**

The State shall have the authority, during the course of this grant period, to conduct evaluations of the performance of the Grantee.

(5) **Requirement Changes.**

The State may modify or change all reporting forms at its discretion during the grant period.

(6) **Special Requirements.**

The State reserves the right to include in the grant, at any time during the term of the grant, special administrative requirements deemed necessary to assure the Grantee's successful implementation of the program. The State will notify the Grantee in writing of any special administrative requirements.

2.3 Equipment

(1) **Definitions.**

Equipment and materials include items and supplies purchased with grant funds. This may include, but is not limited to, GPS trackers, cameras, computer software, ALPR's, and bait cars.

Capital equipment is defined as a single item purchased with a value of \$5,000 or more.

(2) **Purpose.**

All equipment and materials purchased with grant funds shall be used primarily for the purpose of the grant for the entire duration of the term of the agreement.

(3) **Inventory.**

The Grantee shall place all equipment and materials having a value of over \$100 purchased with grants funds on a grant property inventory form. The inventory form must be submitted with quarterly reports. The Grantee shall provide a copy of the grant inventory to the State's Authorized Representative.

(4) **Inspection.**

The Grantee shall make all equipment and materials purchased with grants funds available for inspection by the State's Authorized Representative.

(5) **Replacement.**

The Grantee is responsible for replacing or repairing property which is lost, stolen, damaged or destroyed. Any loss, damage or theft of equipment must be investigated and fully documented and made part of the official grant contract records. Stolen property must be reported promptly to the appropriate law enforcement agency and a copy of the report retained in the program files.

(6) **Discontinuation of Use During Grant Term.**

If the Grantee ceases using equipment (including capital equipment) or materials for the intended purpose during the term of the agreement, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

(7) **Discontinuation of Use of Capital Equipment.**

Capital equipment must be retained in inventory for a five-year period or when the value of the equipment has depreciated to less than \$5,000, whichever comes first. If the Grantee ceases using capital equipment for the intended purpose during this time, the Grantee shall contact the State's Authorized Representative for disposition of property instructions. Disposition may include sale, transfer to the State, or transfer to another grantee.

2.3 Personnel

If the grant provides funding for personnel, the funded personnel shall work on grant activities. Full-time funded positions must work exclusively on grant activities, excluding ancillary duties such as training, meetings, covering a court calendar, assisting others on a short-term project. Part-time or

overtime funding positions must keep a record of their hours spent on grant activities. The Grantee shall inform the State's Authorized Representative of the staff names who are assigned to and funded by the grant. If staff are reassigned or discontinued for more than 14 days, the grantee shall promptly notify the State's Authorized Representative.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation.

The Grantee will be reimbursed for activities and budget amounts according to the line-item budget approved by the State in Exhibit A:

(1) \$69,340.00 is available for fiscal year 2022

(2) \$10,500.00 is available for fiscal year 2023

Grant funds available for fiscal year 2022 are permitted to be carried forward into fiscal year 2023 only upon written request and with written approval in advance by the State's Authorized Representative.

(b) Line-item Changes.

Expenditures specified in Exhibit A may not be moved from one line-item to another unless in accordance with the requirements listed below:

(1) Any changes to the line-item budget must advance the purpose of the Automobile Theft Prevention Grant Program and must remain within the total dollar amount available for each fiscal year.

(2) Any fund transfers must be approved in advance in writing by the State's Authorized Representative and will not be effective until an amendment to this Agreement has been executed.

(3) The State may refer approval requests for line-item transfer(s) to the Automobile Theft Prevention Advisory Board to review for reasonableness.

(c) Travel Expenses.

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed the amount identified and approved for travel in Exhibit A; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$79,840.00.

4.2 Payment

(a) Invoices.

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the costs actually performed and the State's Authorized Representative accepts the invoiced services.

Invoices must be submitted timely upon completion of services, but not more often than monthly. The state fiscal year is July 1 to June 30 of each year. Amounts submitted on each invoice must reflect goods ordered and services rendered prior to June 30 of each fiscal year. The final invoice pertaining to each state fiscal year of this grant contract must be received by the close of business on July 31 following the end of the fiscal year.

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The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements.

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

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The State's Authorized Representative is Joseph Boche, Grant Manager, 85-7th Place E, St. Paul, MN, 651-539-1605, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Sheriff Bob Fletcher 425 Grove Street, St. Paul, Minnesota 55101. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

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

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Any amendments to this grant contract 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 grant contract, or their successors in office.

7.3 Waiver.

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

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

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The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any

claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

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Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction 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 end of this grant 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.

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14.1 **Termination by the State.**

The State may immediately terminate this grant contract with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed.

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The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature; or
- b) If funding cannot be continued at a level sufficient to allow for the payment of the services covered here.

Termination must be by written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

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Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the 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 the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Other Provisions**

16 Activities Requiring Prior Written Approval

The following require prior written approval:

- (1) Material program modifications:
 - a. Expanding your geographic area.
 - b. Changing organizations involved in activities (expansion, contraction or revision)

- c. Revising activities and timelines.
- d. Amending the number of activities or number of individuals you proposed to serve.
- e. Revising your target population.
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- (5) Contracts of \$5,000 or more.
- (6) Out of state travel when grant funds are used.
- (7) Disposal of equipment purchased with grant funds during the term of the grant.
- (8) Disposal of capital equipment at any time during the during the term of the grant, and for 5 years from the date of purchase of the equipment or when the equipment has a value less than \$5,000, whichever comes first.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

By: _____

Title: _____

Date: _____

Phone: _____

Email: _____

Exhibit A – RCSO

RCSO	Approved		Total
	2022	2023	
Personnel			
Overtime	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
Payroll Taxes & Fringe			
Overtime	\$ 500.00	\$ 500.00	\$ 1,000.00
Equipment Over \$5,000 Per Unit			
LPR x 3	\$ 32,840.00	\$ -	\$ 32,840.00
High Speed Pursuit Alternatives -Star Chase x3	\$ 26,000.00	\$ -	\$ 26,000.00
TOTAL	\$ 69,340.00	\$ 10,500.00	\$ 79,840.00

Board of Commissioners

Request for Board Action

Item Number: 2021-304

Meeting Date: 6/15/2021

Sponsor: Sheriff's Office

Title

Sheriff's Office Reports on 2020 Civil Asset Forfeiture Reports.

Recommendation

Accept the Sheriff's Office Reports on Civil Asset Forfeitures - Sheriff's Office 2020 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 - .5318. Expenditures from these funds are for projects or programs which are supplemental to the agency's operating fund.

On November 3, 1986, the County Board adopted Resolution 86-681, establishing Civil Federal and Local Forfeiture funds for the Sheriff's Office. On December 8, 1998, the County Board adopted Resolution 98-488 establishing a Motor Vehicle Forfeiture fund. These resolutions requested the Sheriff's Office to report annually on the 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 go to the Sheriff's Office instead of the registered owner.

Accordingly, the Sheriff’s Office has prepared the following reports:

- Sheriff’s Federal Civil Asset Forfeiture Report for 2020
- Sheriff’s Local Civil Asset Forfeiture Report for 2020
- Sheriff’s Motor Vehicle Civil Asset Forfeiture Report for 2020

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

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

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

- 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

This report is required by County Board Resolutions 86-680 and 92-740.

Last Previous Action

The Ramsey County Board of Commissioners has accepted annual Sheriff’s Reports on Activity in Federal, Local, and Motor Vehicle Civil Asset Forfeiture Funds since 1998.

Attachments

1. Sheriff’s Federal Civil Asset Forfeiture Report for 2020
2. Sheriff’s Local Civil Asset Forfeiture Report for 2020
3. Sheriff’s Motor Vehicle Civil Forfeiture Report for 2020

Civil Asset Forfeitures - Sheriff's Office 2020 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 (12606)

BEGINNING BALANCE - January 1, 2020		\$ 33,447.40
 REVENUE:		
Criminal Court-Forfeitures	59,654.18	
Interest On Investments	128.03	
Total Revenue		<u>59,782.21</u>
 DISBURSEMENTS:		
Investigating Service	663.00	
Other Professional Services	335.90	
Investigation Supplies	3,285.00	
Law Enforcement Supplies	11,328.27	
Misc Supplies & Materials	375.00	
Remittance To State	436.90	
Total Disbursements		<u>16,424.07</u>
 ENDING BALANCE - December 31, 2020		 <u><u>\$ 76,805.54</u></u>

Civil Asset Forfeitures - Sheriff's Office 2020 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 (12602)

BEGINNING BALANCE - January 1, 2020		\$	8,576.43
REVENUE:			
None			-
	Total Revenue		-
DISBURSEMENTS:			
None			-
	Total Disbursements		-
ENDING BALANCE - December 31, 2020		\$	8,576.43

Civil Asset Forfeitures - Sheriff's Office
2020 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 (12605)

BEGINNING BALANCE - January 1, 2020		\$ 76,137.44
REVENUE:		
Criminal Court-Forfeitures	4,260.41	
Equipment & Machinery-Sales	19,747.20	
Total Revenue		24,007.61
DISBURSEMENTS:		
Law Enforcement Supplies	8,300.00	
Motor Vehicle Supplies	87.00	
Remittance To Municipalities	4,362.52	
Total Disbursements		12,749.52
ENDING BALANCE - December 31, 2020		\$ 87,395.53

Board of Commissioners

Request for Board Action

Item Number: 2021-279

Meeting Date: 6/15/2021

Sponsor: Social Services

Title

Appointment to Committees of the Citizens Advisory Council

Recommendation

Appoint individuals to serve on the committee of the Citizens Advisory Council (CAC) for the Social Services Department beginning with the date of appointment and terminating on June 30, 2022.

Background and Rationale

The Ramsey County Citizens Advisory Council (CAC) was established almost 40 years ago to advise the County Board on human services related programs and services. The Council has six committees, including Chemical Health, Intellectual and Developmental Disabilities, Adult Services, Children's Mental Health Advisory Council, Children's Services Review Panel, and Adult Mental Health Advisory Council. The latter three committees have additional responsibilities assigned in law. Each committee may have up to fifteen members.

Membership in the CAC committees has been dwindling. Many of the individuals awaiting approval have engaged meticulously in their respective committees. Part of their engagement has been on projects, community-county partnerships, and ensuring those receiving services are at the front of what we do.

Chemical Health

- Melanie Dombrowski
- Anne Emerson
- Gita Ghei
- Heather Heim
- Tanya Jones
- Ruth Kashmark
- Rachel McNeil
- Claude Oliver (John) Sykes III

Intellectual and Developmental Disabilities

- Katrina Jirik
- Katrina Simons

Adult Mental Health

- Mary McLeod
- Colleen Oftedahl

Adult Services Committee

- Suzi Stephenson

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The makeup of these committees is largely Caucasian. This is of great concern due to the disproportional make up of service recipients within Social Services programs. Yet, the many of the individuals on this list, though Caucasian, have communicated the need for a more diverse and equitable space; especially for the inclusion of service recipients.

Community Participation Level and Impact

The goal of these committees is to create a space where community can have a direct line to the Social Services Director as well as the Board of Commissioners. Furthermore, this space serves as a partnership between community and Social Services, the services it provides, and those being impacted by said services.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

Representatives on Ramsey County advisory boards and committees do not receive County compensation; they contribute their time and expertise to provide guidance and oversight to County policies and programs. Council members may be eligible for small stipends to cover parking and other expenses, based on financial need. The funds for these expenses are included in the departments' annual budgets.

County Manager Comments

County Board approval is required to appoint members to County advisory boards and committees. Input from residents participating in and/or affected by County social service programs is important to providing effective services. More information about the Citizen's Advisory Council can be found at <https://www.ramseycounty.us/your-government/leadership/advisory-boards-committees/citizens-advisory-council>.

Last Previous Action

On November 10, 2020, the Board of Commissioners approved new members for the Citizens Advisory Council (Item number 2020-287)

Attachments

1. Click or tap here to enter text.

Board of Commissioners

Request for Board Action

Item Number: 2021-289

Meeting Date: 6/15/2021

Sponsor: County Manager's Office

Title

Minnesota Council on Local Results and Innovation's Performance Measurement Program

Recommendation

1. Approve continuation of Ramsey County's participation in the Minnesota Council on Local Results and Innovation's Performance Measurement Program, as well as public distribution of the performance measures report via the County's website.
2. Ratify the County Manager's submission of Ramsey County's annual report of its adopted performance measures to the Office of the State Auditor.

Background and Rationale

In 2010, the Minnesota Legislature created the Council on Local Results and Innovation with the direction to develop standard performance measures and comprehensive performance measurement systems for cities and counties. The purpose of the Minnesota State Auditor Performance Measurement Program for Local Governments ("Program") is to "aid residents, taxpayers, and state and local elected officials in determining the efficacy and effectiveness of counties and cities in providing services, and measure residents' opinions of those services " (Minn. Stat. 6.90, Subd. 2). Each participating county is required to select at least ten measures from the twenty-seven items identified in the "Standard Measures for Counties" prepared by the Council on Local Results and Innovation (Attachment 4), implement a system for measuring them, and report the Minnesota Council on Local Results and Innovation - State Auditor Performance results to residents by the end of that calendar year. The report to residents should be distributed through publication, direct mailing, website posting or at a public hearing at which the budget and levy will be discussed and public input be allowed.

In 2013, Ramsey County staff examined the items listed in the "Standard Measures for Counties" and selected ten measures that provide a brief, high-level view of the county. These are the same measures that are proposed for submission this publishing year. On June 25, 2013, by Resolution 2013-182, the Ramsey County Board of Commissioners approved county participation in the Program and the list of measures. The County has continued to participate in the Program. The 2020 Ramsey County Minnesota Local Government Performance Measures Report was prepared according to the Program requirements. This report was posted on the County website. The same process for publishing and making the report available will be followed in 2021.

One of the benefits from participating in the Program is a reimbursement of up to \$25,000 from the State of Minnesota. In past years, the funds have been used to fund the work of the County's Policy & Planning Division in the County Manager's office to maintain and refine the County's performance measurement processes, and to fund the County's Progressive Internship Program.

To participate in this voluntary program, a county must submit a resolution each year to demonstrate the county's continued commitment to the program, including the submission of the report to the Office of the State Auditor and the release of its performance measures report to the public.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Tracking the County's performance over time in areas such as crime rates and low birth weight-indicators of outcomes that have disproportionate impact across race and ethnicity-help the County track its success in meeting its racial equity goals. Additionally, one benefit of participation in this program is a reimbursement from the state of up to \$25,000, which supports the County's Progressive Internship Program. The Progressive Internship Program provides paid internship opportunities to students of Saint Paul College and Metropolitan State University, institutions with highly diverse student bodies. Drawing from a more diverse pool of internship applicants enables the County to hire interns that more accurately represent the diversity of county residents.

Community Participation Level and Impact

Every year, when Ramsey County submits its Performance Measures Report to the Office of the State Auditor, it also publishes the report on its own website, in the interest of greater transparency and accountability.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The program has a financial benefit to encourage county participation: a reimbursement of \$0.14 per capita, not to exceed \$25,000. Ramsey County will be eligible for the \$25,000 maximum under this program due to the size of its population. The County Manager's 2020-2021 approved budget includes the estimated annual revenue from this program.

County Manager Comments

Participation in this program aligns with the County's ongoing efforts to maintain open and accessible data. For more information about this program, see the Office of the State Auditor's Performance Measurement Program webpage <<https://www.auditor.state.mn.us/default.aspx?page=20130214.000>>.

Last Previous Action

On June 25, 2013, the County Board approved participation in the State Auditor Performance Measurement Program and directed the County Manager to implement the program (Resolution 2013-182).

Since then, the Board annually has approved continued participation in the program as well as public distribution of the performance measures report via the county's website (Resolution B2020-127; Resolution B2019-180; Resolution B2018-183; Resolution B2017-152; Resolution B2106-179; Resolution B2015-194; and Resolution 2014-201).

Attachments

1. Minnesota Council on Local Results and Innovation's Performance Measurement Program: 2021 Report
2. Minnesota Council on Local Results and Innovation's Performance Measurement Program: 2020 Report
3. Standard Measures for Counties

Minnesota Council on Local Results and Innovation’s Performance Measurement Program: 2021 Report

Ramsey County participates in the Minnesota Council on Local Results and Innovation’s comprehensive performance measurement system for cities and counties. This program encourages local governments to publish and compare information on their activities. The data items were selected from a list provided by the state. Many of the items in the State system are included in the County’s own performance measures.

Public Safety: Crime Rates (per 100,000 people)	2016	2017	2018	2019
Part I Crimes (Serious Crimes)	3,054	3,814	3,472	3,779
Part II Crimes (Other Crimes)	3,221	3,751	3,463	3,670
Total	6,275	7,565	6,953	7,449

The uniform crime statistics program is a standard way of comparing crime patterns across jurisdictions. Source: State of Minnesota Department of Public Safety, Bureau of Criminal Apprehension, “Uniform Crime Report,” 2016 (Section 4.4.2), 2017 (Section 4.4.2), 2018 (Section 4.4.2) and 2019 (Section 4.4.2).

Public Works: Pavement Conditions	2017	2018	2019	2020
Average pavement condition rating for county roads	60	61	61.2	62.1*

Roads are regularly examined and rated, on a scale of 1 to 100, using a standardized system developed by MnDOT. The results are used to plan and implement county maintenance operations efficiently. *Due to processing delays related to the COVID-19 pandemic, the 2020 rating is a projection based on 2019 rate data. Source: Ramsey County Public Works.

Public Health, Social Services: Low Birth Weight	2016	2017	2018	2019
Low birth weight births (percent of all live, singleton births with weight < 2500 grams)	5.8%	6.1%	6.5%	8%*

Babies born weighing less than 2500 grams (5lb. 8 oz.) have greater health risks than babies born at a higher birth weight, including poorer health outcomes and a greater likelihood of death before their first birthday. Reducing such risks will reduce health care costs, decrease use of social services programs, and increase family wellbeing. Sources: Minnesota Department of Health, Minnesota County Health Tables (2013-2016), “Natality Table 2: Prematurity and Low Birth Weight of Singleton Births in Minnesota By State, County and Community Health Board (CHB)” ; Minnesota Department of Health, Minnesota County Health Tables, “Natality Table 10. Preterm and Birth Weight of Singleton Births by State/County/ CHB, Minnesota Residents,” 2017 and 2018; County Health Rankings & Roadmaps; *Minnesota Department of Health County Health Table data for 2019 was not available at the time of publication for this report, so alternative data on births from the National Center for Health Statistics that is drawn from the National Vital Statistics System is provided for 2019. This data is accessible at <http://www.countyhealthrankings.org/>. Due to this change in source, 2019 data is not comparable to percentages from previous years.

Property Records, Evaluation, Assessment: Assessment Ratios	2017	2018	2019	2020
Residential Assessment Ratio	94.85	94.48	96.40	94.78
Apartment Assessment Ratio	97.23	94.13	96.79	97.00
Commercial Assessment Ratio	99.84	95.20	96.80	92.89
Industrial Assessment Ratio	91.57	94.55	93.79	98.02

Assessment ratios of assessed values to market sales are part of the Minnesota Department of Revenue’s annual analysis of the accuracy of property value assessments. Assessors are required to have ratios between 90% and 105%. If values are less than 100, the assessed values tend to be lower than market sales. Source: Ramsey County Assessor.

Elections: Accuracy of post-election audit	2017	2018	2019	2020
Ballots counted accurately -- post-election review	*	100.00%	*	100.00%
After elections, the results of ballot counting are reviewed to determine the accuracy of the counting process. 99.5% is the minimum accuracy required by the state. Source: Ramsey County Elections. *State-county elections are not conducted in odd-numbered years.				

Veterans Services: Benefits Received by Veterans	2016	2017	2018	2019
Federal pension and disability benefits for veterans and survivor	\$72.97 million	\$70.42 million	\$67.24 million	\$78.02 million
Value of VA Medical Care Services which includes state of the art Primary and Specialty Care as well as many programs and services.	\$84.92 million	\$94.22 million	\$90.97 million	\$98.00 million
Veterans Services provides counseling and other assistance, including advocacy for veterans, their dependents, and survivors who are entitled to federal and state benefits; enrollment in the VA Medical Care System; and referral to other programs and services provided within the VA Medical Care System. Source: Ramsey County Veterans Services.				

Parks, Libraries: Visits	2017	2018	2019	2020
Ramsey County Regional Parks (visits per 1,000 residents)	8,125	8,759	5,719	N/A*
Ramsey County Library (physical visits per 1,000 residents)	6,378	5,853	5,825	1,404
Ramsey County Library (virtual visits per 1,000 residents)	13,054	14,253	14,685	26,351
Parks: Numbers indicate visits to Ramsey County's six regional parks and six regional trails. They do not include visits to nine county parks, which are not tracked. Sources: Metropolitan Council, "2018 Park Use Estimates Dashboard," https://metro council.org/Parks/Services/Parks-Research/Regional-Park-System-Annual-Use-Estimates.aspx (as the Metropolitan Council changed its methodology with its 2017 report, these numbers have been recalculated and are not comparable to the numbers in reports that Ramsey County previously submitted to the Office of the State Auditor); Metropolitan Council, "Appendix A: Detailed 2019 Visitation Estimate," https://metro council.org/Parks/Publications-And-Resources/PARK-USE-REPORTS/2019-Regional-Park-System-Use-Estimate-Methodology.aspx Due to COVID-19, the Metropolitan Council did not produce a parks use estimate in 2020. Libraries: Traditionally, libraries have tracked physical visits as a measure of services. As the use of digital library materials becomes more common, Ramsey County is also tracking virtual visits. Source: Ramsey County Library.				

Budget, Financial: Bond ratings	2017	2018	2019	2020
Standard & Poor's Ratings Services	AAA	AAA	AAA	AAA
Moody's Investor Services	Aaa	Aaa	Aaa	Aaa
Rating agencies examine a county's financial and management characteristics to rate whether the bonds will be safe investments. Source: Ramsey County Finance.				

Environment: Recycling percentage	2017	2018	2019	2020
Mixed municipal solid waste (MSW) recycled	55.4%	49.8%	50.3%	46.2%
Recycling is critical for reducing the impact of waste on the environment. Source: Saint Paul – Ramsey County Public Health.				

Minnesota Council on Local Results and Innovation's Performance Measurement Program: 2020 Report

Ramsey County participates in the Minnesota Council on Local Results and Innovation's comprehensive performance measurement system for cities and counties. This program encourages local governments to publish and compare information on their activities. The data items were selected from a list provided by the state. Many of the items in the State system are included in the County's own performance measures.

Public Safety: Crime Rates (per 100,000 people)	2015	2016	2017	2018
Part I Crimes (Serious Crimes)	3,356	3,054	3,814	3,472
Part II Crimes (Other Crimes)	3,903	3,221	3,751	3,463
Total	7,259	6,275	7,565	6,953
The uniform crime statistics program is a standard way of comparing crime patterns across jurisdictions. Source: State of Minnesota Department of Public Safety, Bureau of Criminal Apprehension, "Uniform Crime Report," 2015 (Tables 312 & 38), 2016 (Section 4.4.2), 2017 (Section 4.4.2), and 2018 (Section 4.4.2).				

Public Works: Pavement Conditions	2016	2017	2018	2019
Average pavement condition rating for county roads	60	60	61	61.2
Roads are regularly examined and rated, on a scale of 1 to 100, using a standardized system developed by MnDOT. The results are used to plan and implement county maintenance operations efficiently. Source: Ramsey County Public Works.				

Public Health, Social Services: Low Birth Weight	2015	2016	2017	2018
Low birth weight births (percent of all live, singleton births with weight < 2500 grams)	5.7%	5.8%	6.1%	6.5%
Babies born weighing less than 2500 grams (5lb. 8 oz.) have greater health risks than babies born at a higher birth weight, including poorer health outcomes and a greater likelihood of death before their first birthday. Reducing such risks will reduce health care costs, decrease use of social services programs, and increase family wellbeing. Sources: Minnesota Department of Health, Minnesota County Health Tables (2013-2016), "Natality Table 2: Prematurity and Low Birth Weight of Singleton Births in Minnesota By State, County and Community Health Board (CHB)"; Minnesota Department of Health, Minnesota County Health Tables, "Natality Table 10. Preterm and Birth Weight of Singleton Births by State/County/ CHB, Minnesota Residents," 2017 and 2018.				

Property Records, Evaluation, Assessment: Assessment Ratios	2016	2017	2018	2019
Residential Assessment Ratio	96.0	94.85	94.48	96.40
Apartment Assessment Ratio	104.0	97.23	94.13	96.79
Commercial Assessment Ratio	94.0	99.84	95.20	96.80
Industrial Assessment Ratio	99.5	91.57	94.55	93.79
Assessment ratios of assessed values to market sales are part of the Minnesota Department of Revenue's annual analysis of the accuracy of property value assessments. Assessors are required to have ratios between 90% and 105%. If values are less than 100, the assessed values tend to be lower than market sales. Values over 100 indicate that assessed values tend to be more than market sales. In 2016, the Commercial Assessment Ratio was divided into commercial and industrial ratios. Source: Ramsey County Assessor.				

Elections: Accuracy of post-election audit	2016	2017	2018	2019
Ballots counted accurately -- post-election review	99.97%	*	100.00%	*
After elections, the results of ballot counting are reviewed to determine the accuracy of the counting process. 99.5% is the minimum accuracy required by the state. Source: Ramsey County Elections. *State-county elections are not conducted in odd-numbered years.				

Veterans Services: Benefits Received by Veterans	2015	2016	2017	2018
Federal pension and disability benefits for veterans and survivor	\$68.63 million	\$72.97 million	\$70.42 million	\$67.24 million
Value of VA Medical Care Services which includes state of the art Primary and Specialty Care as well as many programs and services.	\$86.61 million	\$84.92 million	\$94.22 million	\$90.97 million
Veterans Services provides counseling and other assistance, including advocacy for veterans, their dependents, and survivors who are entitled to federal and state benefits; enrollment in the VA Medical Care System; and referral to other programs and services provided within the VA Medical Care System. Source: Ramsey County Veterans Services.				

Parks, Libraries: Visits	2016	2017	2018	2019
Ramsey County Regional Parks (visits per 1,000 residents)	6,512	8,125	8,759	5,719
Ramsey County Library (physical visits per 1,000 residents)	6,793	6,378	5,853	5,825
Ramsey County Library (virtual visits per 1,000 residents)	8,811	13,054	14,253	14,685
Parks: Numbers indicate visits to Ramsey County's six regional parks and six regional trails. They do not include visits to nine county parks, which are not tracked. Sources: Metropolitan Council, "2018 Park Use Estimates Dashboard," https://metrocouncil.org/Parks/Services/Parks-Research/Regional-Park-System-Annual-Use-Estimates.aspx (as the Metropolitan Council changed its methodology with its 2017 report, these numbers have been recalculated and are not comparable to the numbers in reports that Ramsey County previously submitted to the Office of the State Auditor); Metropolitan Council, "Appendix A: Detailed 2019 Visitation Estimate," https://metrocouncil.org/Parks/Publications-And-Resources/PARK-USE-REPORTS/2019-Regional-Park-System-Use-Estimate-Methodology.aspx				
Libraries: Traditionally, libraries have tracked physical visits as a measure of services. As the use of digital library materials becomes more common, Ramsey County is also tracking virtual visits. Source: Ramsey County Library.				

Budget, Financial: Bond ratings	2016	2017	2018	2019
Standard & Poor's Ratings Services	AAA	AAA	AAA	AAA
Moody's Investor Services	Aaa	Aaa	Aaa	Aaa
Rating agencies examine a county's financial and management characteristics to rate whether the bonds will be safe investments. Source: Ramsey County Finance.				

Environment: Recycling percentage	2016	2017	2018	2019
Mixed municipal solid waste (MSW) recycled	55.0%	55.4%	49.8%	50.3%
Recycling is critical for reducing the impact of waste on the environment. Source: Saint Paul – Ramsey County Public Health.				

Standard Measures for Counties

Category	#	Measure	Notes:
Public Safety	1.	Part I and II Crime Rates	Submit data as reported by the Minnesota Bureau of Criminal Apprehension
	2.	Citizens' rating of safety in their community (survey data, provide year completed and total responses)	Example of responses: excellent, good, fair, poor
	3.	Deputy Response Time	Time it takes on top-priority calls from dispatch to the first officer on scene
	4.	Percent of adult offenders with a new felony conviction within 3 years of discharge	MN Sentencing Guidelines Commission
	5.*	Total number of accidents that occur on County State Aid Highways, County Roads and Un-Organized Township Roads that involve fatalities and injury	Available in Towards Zero Death reports
Public Works	6.	Hours to plow complete system during a snow event	County records
	7.	Average county pavement condition rating	Pavement Quality/Condition Index. Provide average rating and the rating system program/type. Example, 70 rating on the Pavement Condition Index (PCI).
	8.	Citizens' rating of the road conditions in their county (survey data, provide year completed and total responses)	Example of responses: excellent, good, fair, poor. Alternatively: good condition, mostly good condition, many bad spots
	9.*	Average Bridge Sufficiency Rating	County records/MN Dept of Transportation
Public Health, Social Services	10.	General life expectancy	http://www.healthmetricsandevaluation.org/tools/data-visualization/life-expectancy-county-and-sex-us-country-comparison-global-1989-1999-2009#/overview/explore
	11.	Tobacco and Alcohol Use	www.countyhealthrankings.org
	12.	Workforce participation rate among MFIP and DWP recipients	Defined as "Percent of MFIP/DWP adults working 30 or more hours per week or off cash assistance three years after baseline"; data available from MN Dept of Human Services
	13.	Percentage of children where there is a recurrence of maltreatment within 12 months following an intervention	County records
	14.*	Child Support Program Cost Effectiveness	Recommended from 2012 Steering Committee report; Available from MN Dept of Human Services
	15.*	Percentage of low birth-weight births	MN Dept of Human Services or www.countyhealthrankings.org
Property Records, Valuation, Assessment	16.	Level of assessment ratio	If the median ratio falls between 90% and 105%, the level of assessment is determined to be acceptable; median ratio requested for all 3 types of assessment ratios submitted to Dept of Revenue
	17*	Turn-around time for recording, indexing and returning real estate documents	County records, MN Statutes 357.182, Subd 6 require a 10 day turn around time by the year 2011, 90% of the time
Elections	18.	Accuracy of post-election audit (% of ballots counted accurately)	County records
Veterans Services	19.	Percent of veterans surveyed who said their questions were answered when seeking benefit information from their County Veterans' Office (survey data, provide year completed and total responses)	Survey data
	20.*	Dollars brought into county for veterans' benefits	Federal and State dollars (this measure was recommended by 2008 OLA report)
	21.*	Percentage of veterans receiving federal benefits	This measure was recommended by 2008 OLA report
Parks, Libraries	22.	Citizens' rating of the quality of county parks, recreational programs, and/or facilities (survey data, provide year completed and total responses)	Example of responses: excellent, good, fair, poor
	23.	Number of annual visits per 1,000 residents	County records. (Number of visits / Population) x 1,000 = visits per 1,000 residents
Budget, Financial	24*	Bond rating	Standard & Poor's Ratings Services or Moody's Investor Services
Financial	25*	Debt service levy per capita; outstanding debt per capita	County records, Comprehensive Annual Financial Report
Environment	26*	Recycling percentage	Available in the SCORE report
	27*	Amount of hazardous household waste and electronics collected	County records

*New or amended measure