



# Board of Commissioners

## Agenda

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

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December 14, 2021 - 9 a.m.

Virtual meeting / Council Chambers - Courthouse  
Room 300

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Pursuant to Minnesota Statutes Section 13D.021, the Chair of the Ramsey County Board of Commissioners has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic and the prevalence of the Delta variant. Commissioners will participate by telephone or other electronic means. In addition, it may not be feasible for commissioners, staff, or members of the public to be present at the regular meeting location due to the COVID-19 pandemic and the prevalence of the Delta variant. The meeting broadcast will be available online and linked via [ramseycounty.us/boardmeetings](http://ramseycounty.us/boardmeetings). Members of the public and the media will be able to watch the public meeting live online.

### ROLL CALL

### PLEDGE OF ALLEGIANCE

1. **Agenda of December 14, 2021 is Presented for Approval.** [2021-569](#)

Sponsors: County Manager's Office

Approve the agenda of December 14, 2021.

2. **Minutes from November 23, 2021 are Presented for Approval** [2021-581](#)

Sponsors: County Manager's Office

Approve the November 23, 2021 Minutes.

### PRESENTATION OF AWARD

3. **Presentation of Ramsey County Employee Achievement Awards: Megan Koral, Communications & Public Relations; Andrea Jamison, Ramsey County Attorney's Office** [2021-625](#)

Sponsors: Human Resources

None. For information and discussion only.

### COVID UPDATE

### ADMINISTRATIVE ITEMS

4. **Grant Award from the City University of New York/Institute of State and Local Governance Committee for Reducing Revocation Challenge** [2021-637](#)

Sponsors: Community Corrections

1. Ratify the submittal of a grant application to the City University of New York/Institute of State and Local Governance Committee for Reducing Revocation Challenge
2. Accept a grant award from and approve a grant with the City of New York University/Institute of State and Local Governance Committee for Reducing Revocation Challenge for the period of October 1, 2021 through September 30, 2023 in the amount of \$430,438.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and amendments to agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

**5. Grant Award from Minnesota Housing Finance Agency for Homework Starts with Home** [2021-671](#)

Sponsors: Housing Stability

1. Ratify the Housing Stability Department sponsored submittal of the Solid Ground Minnesota Housing Finance Agency Homework Starts with Home application.
2. Accept a grant award from and approve a grant agreement with the Minnesota Housing Finance Agency for the period of October 1, 2021 through September 30, 2023 in the amount of \$444,700.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements and contracts in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the grant funding.

**6. Amendment to Agreement with NextGen Healthcare Information Systems, LLC for Electronic Health Record and Related Services** [2021-726](#)

Sponsors: Health and Wellness Administration

Authorize the County Manager to approve and execute Amendment 11 to Agreement CHS16 NextGen 01 21 with NextGen Healthcare Information Systems, LLC, 18111 Von Karman Avenue, Suite 700, Irvine CA 92612 for electronic health record, hosting, interfaces and related services for the period November 28, 2021 through November 27, 2026, with an additional one-time renewal option of five years, in accordance with the county's procurement policies and procedures.

**7. Repurchase of a Tax-forfeited Property Located at 90 Crocus Place, Saint Paul, MN 55102** [2021-644](#)

Sponsors: Property Tax and Records & 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 4  
PIN: 01-28-23-33-0013  
Property Address: 90 Crocus Place, Saint Paul, MN 55102  
Repurchase Amount Due to Date: \$130,096.54
2. Approve the repurchase of the above tax-forfeited property by Margaret Mindrum, 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.

**8. Repurchase of a Tax-forfeited Property Located at 2550 38th Avenue Northeast #111, Saint Anthony, MN 55421** [2021-647](#)

Sponsors: Property Tax and Records & 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 2
  - PIN: 31-30-23-33-0088
  - Property Address: 2550 38th Avenue Northeast #111, Saint Anthony, MN 55421
  - Repurchase Amount Due to Date: \$45,897.79
2. Approve the repurchase of the above tax-forfeited property by Karen Greiner, 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.

**9. Repurchase of a Tax-forfeited Property Located at 2690 Oxford Street North #252, Roseville, MN 55113** [2021-649](#)

Sponsors: Property Tax and Records & 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 2
  - PIN: 02-29-23-33-0159
  - Property Address: 2690 Oxford Street North #252, Roseville, MN 55113
  - Repurchase Amount Due to Date: \$5,829.50
2. Approve the repurchase of the above tax-forfeited property by Sheila Ryan, 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. Minnesota Opioids State-Subdivision Memorandum of Agreement and Multistate Opioids Settlements** [2021-735](#)

Sponsors: County Manager's Office

1. Support and agree to the Minnesota Opioids State-Subdivision Memorandum of Agreement.
2. Opt into the multistate settlements with McKesson, Cardinal Health, and AmerisourceBergen, and with Johnson & Johnson.
3. Authorize the County Manager to execute all necessary documents to ensure Ramsey County participation in the multistate settlements (including the participation agreement and accompanying release) and the Minnesota Opioids State-Subdivision Memorandum of

Agreement.

4. Support the amending of Minnesota Statutes Section 256.043, subdivision 3(d), to remove a provision which would appropriate approximately 50 percent of the state's settlement allocation to county social service agencies via the existing opiate epidemic response fund distribution mechanism for statutorily prescribed uses.

**11. Housing Endowment Fund - Sibley Cove Loan Payoff of a Housing Endowment Fund** [2021-658](#)

Sponsors: Economic Growth and Community Investment

Authorize the County Manager to transfer and appropriate \$312,242 from a loan receipt in the General Fund to the Community and Economic Development and the Housing Stability departments.

**12. Funding for Workforce Programs Through the American Rescue Plan Act** [2021-667](#)

Sponsors: Workforce Solutions, Financial Assistance Services and Human Resources

1. Allocate \$1,850,000 of the American Rescue Plan Act funds to support the new Ramsey County Early Childhood Academy and Public Health Career Pathways programs, in accordance with federal guidance.
2. Authorize the County Manager to establish grant accounts for the Early Childhood Academy and the Public Health Career Pathways programs and to transfer related expenses and revenue to these accounts.
3. Authorize the County Manager to enter into agreements and contracts and amendments to agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

**13. Civil Penalty Fine Schedule for Violations of Ramsey County Ordinances** [2021-646](#)

Sponsors: Public Health

Adopt a civil penalty fine schedule in association with Ramsey County Administrative Ordinance, section 6.02, item B, subitem 4.

**14. Appointment of Sara Hollie, Director - Public Health, as the Community Health Services Administrator and Agent of the Saint Paul - Ramsey County Community Health Board.** [2021-659](#)

Sponsors: Public Health

Appoint Sara Hollie, Director - Public Health, as the Community Health Services Administrator and Agent of the Saint Paul - Ramsey County Community Health Board.

**15. Cancellation of Board Meeting in First Quarter 2022** [2021-664](#)

Sponsors: Board of Commissioners

Cancel the Ramsey County board meeting of February 15, 2022.

## COUNTY CONNECTIONS

## OUTSIDE BOARD AND COMMITTEE REPORTS

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**BOARD CHAIR UPDATE**

**ADJOURNMENT**

Following County Board Meeting:

10:30 a.m. (estimated): Closed meeting (virtual) - **\*\*CLOSED TO PUBLIC\*\*** - re - Cybersecurity

1:30 p.m.: County Board Workshop: Ramsey County Early Childhood Care and Education

Join via Zoom Webinar:

<https://zoom.us/j/91686699374?pwd=a01keDFIVUlqVzZXWEQ4MGdZN1hkdz09>

Webinar ID: 916 8669 9374 Passcode: 925411 | Phone: 651-372-8299

Advance Notice:

December 21, 2021 County board meeting – Council Chambers

December 28, 2021 No county board meeting

January 4, 2022 County board meeting – Council Chambers

January 11, 2021 County board meeting – Council Chambers



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2021-569

**Meeting Date:** 12/14/2021

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**Sponsor:** County Manager's Office

**Title**

Agenda of December 14, 2021 is Presented for Approval.

**Recommendation**

Approve the agenda of December 14, 2021.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2021-581

**Meeting Date:** 12/14/2021

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**Sponsor:** County Manager's Office

**Title**

Minutes from November 23, 2021 are Presented for Approval

**Recommendation**

Approve the November 23, 2021 Minutes.

**Attachments**

1. November 23, 2021 Minutes



# Board of Commissioners

## Minutes

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

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November 23, 2021 - 9 a.m.

Virtual meeting / Council Chambers - Courthouse  
Room 300

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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

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

### PLEDGE OF ALLEGIANCE

1. Agenda of November 23, 2021 is Presented for Approval. [2021-568](#)

Sponsors: County Manager's Office

Approve the agenda of November 23, 2021.

Motion by Ortega, seconded by McGuire. Motion passed.

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

2. Minutes from November 16, 2021 are Presented for Approval [2021-580](#)

Sponsors: County Manager's Office

Approve the November 16, 2021 Minutes.

Motion by Reinhardt, seconded by Frethem. Motion passed.

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

### PROCLAMATION

3. Proclamation: Native American Heritage Month [2021-653](#)

Sponsors: County Manager's Office

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

### PRESENTATION OF AWARD

4. Award Presentation: American Public Works Association of Minnesota Chapter - Project of the Year Honorable Mention Award for the Dale Street/I-94 Interchange Project [2021-635](#)

Sponsors: Public Works

None. Presentation of award only.



Introduced by Commissioner Carter. Richard McCoy with the American Public Works Association of Minnesota (APWA-MN) presented the commissioners with the APWA-MN Chapter Project of the Year Honorable Mention Award for Ramsey County's Dale Street/I-94 project. Discussion can be found on archived video.

## COVID UPDATE

Presented by County Manager Ryan O'Connor, Sara Hollie, Director - Public Health, Dr. Ogawa, Medical Director - Public Health, and Laura Andersen, Deputy Incident Commander - Public Health. Discussion can be found on archived video.

## ADMINISTRATIVE ITEMS

5. Agreement with the University of Minnesota and Ramsey County for 4-H Youth Development Programs [2021-570](#)

Sponsors: Communications & Public Relations

1. Approve an agreement with the Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, MN 55108, for 4-H Youth Development programs for the term January 1, 2022 through December 31, 2023, in the amount of \$180,000 per year.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to approve and execute amendments to agreement in accordance with the provisions of the agreement, provided the amounts are within the limits of available funding.

Motion by Ortega, seconded by McDonough. Motion passed.

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

Resolution: [B2021-256](#)

6. Amendment to the Agreement with Legal Services for Juveniles INC. [2021-642](#)

Sponsors: Safety and Justice

1. Approve the amendment to the professional services agreement with Legal Services for Juveniles INC to provide legal representation services for proceedings in juvenile court for the period of January 1, 2022 through December 31, 2023, not to exceed the amount of \$2,550,000.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to approve and execute amendments to renew the term of the agreement in accordance with the provisions of the agreement, with all other terms and conditions remaining the same, in a form approved the County Attorney's Office.

Motion by Ortega, seconded by McDonough. Motion passed.

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

Resolution: [B2021-257](#)

7. Reappointment of the Ramsey County Medical Examiner and Amendment to Agreement for Forensic Services [2021-641](#)

Sponsors: Safety and Justice and County Manager's Office

1. Reappoint Kelly Mills, M.D. as the Medical Examiner of Ramsey County from January 1, 2022 through December 31, 2022.

2. Approve the amendment with Kelly Mills, 3486 Crosslough Trail, Rosemount, MN, 55068, DBA River Valley Forensic Services, PA, for a one-year period of January 1, 2022 through December 31, 2022, with up to two annual renewals by Ramsey County Board-approved amendment, in an amount of \$827,067 per year.
3. Authorize the Chair and Chief Clerk to execute the amendment.

Motion by Ortega, seconded by McDonough. Motion passed.

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

Resolution: B2021-258

8. Public Works Construction Quarterly Report for July 1, 2021 through September 30, 2021 [2021-638](#)

Sponsors: Public Works

Accept the Public Works Construction Quarterly Report for the period of July 1, 2021 through September 30, 2021.

Motion by Ortega, seconded by McDonough. Motion passed.

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

Resolution: B2021-259

## POLICY ITEM

9. Presentation: Funding for Workforce Programs through the American Rescue Plan Act [2021-643](#)

Sponsors: Workforce Solutions

None. For information and discussion only.

Presented by Ling Becker and Tina Curry. Discussion can be found on the archived video.

## ORDINANCE PROCEDURES

10. Amendments to the Ramsey County Administrative Ordinance [2021-559](#)

Sponsors: Public Health

Adopt amendments to the Ramsey County Administrative Ordinance, that provides authority for departments to issue administrative citations.

Motion by McDonough, seconded by Ortega. Motion passed.

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

Resolution: B2021-260

11. [2021-656](#)

Motion by Reinhardt, seconded by MatasCastillo. Motion passed.

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

Resolution: B2021-261

## COUNTY CONNECTIONS

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

**OUTSIDE BOARD AND COMMITTEE REPORTS**

Discussion can be found on archived video.

**BOARD CHAIR UPDATE**

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

**ADJOURNMENT**

Chair Carter declared the meeting adjourned at 11:13 a.m.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2021-625

**Meeting Date:** 12/14/2021

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**Sponsor:** Human Resources

**Title**

Presentation of Ramsey County Employee Achievement Awards: Megan Koral, Communications & Public Relations; Andrea Jamison, Ramsey County Attorney's Office

**Recommendation**

None. For information and discussion only.

**Background and Rationale**

The Ramsey County Achievement Award Program Selection Committee is a volunteer committee of employees from different departments of the County who research, review, and make final recommendations on nominations put forward in any of several categories of employee achievement or excellence.

The Selection Committee has approved the nomination of employee Megan Koral, health educator in Communications & Public Relations, to be recognized with an Employee Achievement Award in the category of *Excellent Job Performance*.

The Selection Committee has also approved the nomination of Andrea Jamison, paralegal in the Ramsey County Attorney's Office, to be recognized with an Employee Achievement Award in the category of *Excellent Job Performance*.

**Attachments**

- 1.Memorandum for Achievement Award Notice to Megan Koral
- 2.Memorandum for Achievement Award Notice to Andrea Jamison

December 14, 2021

**To:** Ramsey County Board of Commissioners  
**Cc:** Ryan O'Connor, County Manager  
Gail J. Blackstone, Director, Human Resources  
Ann Feaman, Director, Talent Division, Human Resources

**From:** Abel Piñeiro, Diversity, Inclusion & Organizational Development Specialist  
HR Liaison to RC Achievement Award Committee

**Subject:** Achievement Award for Megan Koral, Communications & Public Relations

### **Nomination Summary**

Megan Koral is a health educator with Communications & Public Relations. She was nominated for a Ramsey County Employee Achievement Award in the category of "Excellent Job Performance."

Koral is a strong innovator, always busy solving problems and looking for new solutions. Even though her job description does not mention a leadership role, she has helped and guided fellow co-workers and leads them indirectly.

She takes the lead on the Public Health webpages; coordinating design for the service team; utilizing the GovDelivery email system; and managing the SharePoint infrastructure.

Koral has been essential to the success of numerous responses to a range of public health emergencies and incidents by the county over the last two decades. She has helped to draft communications surrounding Ebola, lead poisoning, H1N1, COVID-19 and many public health issues.

Throughout the COVID-19 pandemic, Koral has successfully coordinated a vast amount of health education information on the basics of COVID-19 as well as testing and vaccination operations.

Her colleagues described her as having a genuine willingness to help, consistently taking charge when asked to do extra duties as well as always having a positive outlook and a talent for friendliness that has a positive effect on others in the department.

Koral is the embodiment of the county's Residents First focus, working every day to make the information and design of webpages, flyers, brochures, online and printed forms, signage and newsletters more accessible and easier to understand.

She is an invaluable member of the Communications & Public Relations department whose attitude and work is truly appreciated by Public Health and the other departments she interacts with.

In summary, the Achievement Award Selection Committee recommends that Megan Koral be awarded a Ramsey County Employee Achievement Award in the category of "Excellent Job Performance."

121 7th Place East, Suite 2100  
Saint Paul, MN 55101  
Phone: (651) 266-2700  
Fax: (651) 266-2727  
TDD: Dial 711  
[www.co.ramsey.mn.us](http://www.co.ramsey.mn.us)

December 14, 2021

**To:** Ramsey County Board of Commissioners  
**Cc:** Ryan O'Connor, County Manager  
Gail J. Blackstone, Director, Human Resources  
Ann Feaman, Director, Talent Division, Human Resources

**From:** Abel Piñeiro, Diversity, Inclusion & Organizational Development Specialist  
HR Liaison to RC Achievement Award Committee

**Subject:** Achievement Award for Andrea Jamison, Ramsey County Attorney's Office

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### Nomination Summary

Andrea Jamison is a paralegal in the Ramsey County Attorney's Office. She was nominated for a Ramsey County Employee Achievement Award in the category of Excellent Job Performance by John Kelly, first assistant to the county attorney, and Civil Division Director Sam Clark.

Jamison's performance, leadership, teamwork and can-do attitude have impressed her co-workers from day one of her two years on the paralegal team.

Rather than waiting to be told what to do, Jamison uses her creativity and problem-solving skills to bring new ideas to the table.

She is leading a team transition to a new case management system, exploring the new software and how it could work for her team.

Her colleagues also praised her problem-solving skills, saying she has "a talent for figuring things out quickly without a lot of help." One examples of her problem-solving skills in action was when she solved a communications problem between departments at a high-level meeting. Jamison's colleagues say her positive, can-do attitude helps elevate the entire paralegal team.

She has also taken on a training role. Her leadership supports new members of the paralegal team, she wants everyone to be successful, and she shares information and the spotlight.

Jamison's work is consistently well-beyond expectations, and her timeliness is described as "otherworldly." She turns projects around quickly and is a leader even in fields to which she is not assigned. She also took on an extern position over the summer. It can be hard to find work for Jamison to do, Kelly said, because she works above and beyond expectations.

On top of everything she does for Ramsey County, Jamison is also a full-time law student. Her work quality already exceeds that of a typical new attorney, Kelly said.

In summary, the Achievement Award Selection Committee recommends that Andrea Jamison be awarded a Ramsey County Employee Achievement Award in the category of "Excellent Job Performance."

21 7th Place East, Suite 2100  
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Fax: (651) 266-2727  
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**Item Number:** 2021-637

**Meeting Date:** 12/14/2021

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**Sponsor:** Community Corrections

**Title**

Grant Award from the City University of New York/Institute of State and Local Governance Committee for Reducing Revocation Challenge

**Recommendation**

1. Ratify the submittal of a grant application to the City University of New York/Institute of State and Local Governance Committee for Reducing Revocation Challenge
2. Accept a grant award from and approve a grant with the City of New York University/Institute of State and Local Governance Committee for Reducing Revocation Challenge for the period of October 1, 2021 through September 30, 2023 in the amount of \$430,438.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and amendments to agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

**Background and Rationale**

The Reducing Revocations Challenge (RRC), a national initiative funded by Arnold Ventures and led by the City University of New York's (CUNY) Institute for State and Local Governance, aims to transform probation supervision and reduce unnecessary failures that contribute to mass incarceration. The first phase of this initiative supported action research in 10 jurisdictions across the country to better understand why revocations occur and how they can be prevented. The research, facilitated through Action Research Teams, comprised of probation agency and research partners, was a critical focus in this initial phase of the initiative (Phase I).

The action research carried out in Phase I of the RRC shed a great deal of light on the factors and circumstances that can contribute to unnecessary failures on supervision. The research highlighted not only the range of different factors and circumstances at play, but also the complexity and nuance in how they interact and how they influence decisions made by probation and other system actors. It also illuminated the significant roles that probation policies and practices can play in hindering success on supervision.

Phase II of the RRC used the research from Phase I to inform the identification and development of specific policy and practice interventions that will enhance success on probation and confront racial inequities in outcomes. Some of these interventions may be piloted and tested in Phase II. The following jurisdictions were selected to participate in Phase II:

- Harris County, TX: Harris County Community Supervision & Corrections Department and Justice System Partners
- Monroe County, IN: Monroe Circuit Court Probation Department and Indiana University
- Pima County, AZ: Adult Probation Department of the Superior Court in Pima County and the National Center for State Courts
- Ramsey County, MN: Ramsey County Community Corrections and the Robina Institute
- Santa Cruz County, CA: Santa Cruz County Probation Department and Resource Development

Associates

Phase II is scheduled to begin October 2021 and run through October 2023. Ramsey County was awarded \$430,438. to do this work. The award will include contracted services for research with the Robina Institute (of the University of Minnesota), as well as the hiring of a project manager, navigator services provided by a community service provider and dollars for stipends and incentives. Phase II also sets forth a three-lane system for transforming probation in Ramsey County. The three lane system is a systemic strategy. Through this framework, the goal will be to tackle many of the issues identified in the RRC study while being strategic about when and for whom supervision, sanctions, and services are provided.

For more information on the CUNY Institute of State and Local Governance Reducing Revocations Challenge, please visit

<https://islg.cuny.edu/blog/pathways-to-success-in-probation>.

**County Goals** (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

This proposed three lane approach for Phase II of this work includes an emphasis on equity for each of the three lanes. For lane one, the vision is to equitably reduce the correctional footprint. For lane two, the vision is to amplify equitable social, health and welfare services and equitably reduce technical violations. For lane three, the vision is to equitably promote behavioral change and prevent reoffending by providing correctional interventions.

**Community Participation Level and Impact**

Community based agencies will be subcontracted to hire navigators to work on this project. The agency and navigators will be selected on criteria that include knowledge of and experience with adults who have experienced the criminal justice system. Community members will also sit on the Steering Committee for this grant.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

The full amount of this grant is \$430,438. Activities and programming will be provided in-kind. Programming for the CUNY/ISLG Reducing Revocations Grant will continue without budgetary impact as long as funding remains available.

**County Manager Comments**

No additional comments.

**Last Previous Action**

None.

**Attachments**

1. City University of New York/Institute for Local Governance Grant Agreement



**RESEARCH FOUNDATION OF CUNY**  
**230 WEST 41<sup>ST</sup> STREET, 7<sup>TH</sup> FL., NY, NY 10036**

**SUBAWARD NUMBER: CM00007039-00**  
**PROJECT ACCOUNT NO: 7V094-00-02**

**1. PASS-THROUGH ENTITY: RESEARCH FOUNDATION OF CUNY ON BEHALF OF:**  
**COLLEGE:** The City University of New York (CUNY), CUNY Institute for State & Local Governance (ISLG)  
**ADDRESS FOR INVOICES:** 10 East 34th Street, 5th Floor, New York, NY 10016

**2. SUBRECIPIENT:**  
**NAME:** County of Ramsey  
**ADDRESS:** 121 7th Place E, Suite 4000, St. Paul, Minnesota 55101

**3. PROJECT DESCRIPTION:**  
**SPONSOR:** The Laura and John Arnold Foundation (LJAF)  
**TITLE:** Reducing Revocation Challenge  
**SPONSOR ID:** 21-06050

**4. KEY PERSONNEL/PROJECT DIRECTOR:**  
**RFCUNY:** Michael Jacobson  
**SUBRECIPIENT:** Alexandra Kotzke

**5. KEY PERSONNEL/PROJECT DIRECTOR**  
**TELEPHONE #/EMAIL:**  
**RFCUNY:** 646-664-3481, Michael.Jacobson@islg.cuny.edu  
**SUBRECIPIENT:** 651-266-8040,  
 Alexandra.kotzke@co.ramsey.mn.us

**6. BUDGET:**  
  
**TOTAL SUBAWARD AMOUNT NOT TO EXCEED \$430,438.00\***  
  
 \*SEE APPENDIX B FOR PAYMENT DETAIL

**7. ATTACHMENTS:**  
  
**APPENDIX A: SCOPE OF WORK**  
**APPENDIX B: BUDGET, DELIVERABLES, TIMELINE & FEES**  
**APPENDIX C: GENERAL TERMS AND CONDITIONS**  
**APPENDIX D: SAMPLE INVOICE**

**8. CONDITION PRECEDENT:** Payment to RFCUNY from the Laura & John Arnold Foundation for performance of this Subaward is a condition precedent to Subrecipient's right to payment, hereunder. The Subrecipient relies on the credit of the Laura & John Arnold Foundation, not RFCUNY, for payment of this work. The Subrecipient agrees that its right to payment extends to only those funds made available by the Laura & John Arnold Foundation pursuant to this Subaward cover sheet.

**9. SUBAWARD TERM:** October 1, 2021 - September 30, 2023

**10. COMMENTS:** None

IN WITNESS WHEREOF, the parties agree to be bound by the terms and conditions of this Agreement.

**RESEARCH FOUNDATION OF CUNY**  
**ON BEHALF OF:**  
**CUNY INSTITUTE FOR STATE &**  
**LOCAL GOVERNANCE**

**SUBRECIPIENT**

**BY:** \_\_\_\_\_  
 (Signature)

**BY:** \_\_\_\_\_  
 (Signature)

**NAME:** \_\_\_\_\_  
 (Printed Name)

**NAME:** \_\_\_\_\_  
 (Printed Name)

**TITLE:** \_\_\_\_\_  
 (Printed Title)

**TITLE:** \_\_\_\_\_  
 (Printed Title)

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## APPENDIX A

**Scope of Work: Ramsey County**

Following a competitive process, Ramsey County Community Corrections and Robina Institute have been selected by the CUNY Institute for State and Local Governance (ISLG) and Arnold Ventures to receive funding in Phase II of the Reducing Revocations Challenge (RRC). The RRC is a national initiative that aims to increase the success of those on probation through identifying, piloting, and testing promising strategies grounded in a robust analysis and understanding of why revocations occur. In Phase I of the RRC, and in partnership with Robina Institute, Ramsey County Community Corrections conducted action research to explore the drivers of probation revocations and how they might be prevented, ultimately developing a proposal for a strategy to reduce the footprint of probation and/or increase the success of those under supervision. In Phase II of the RRC, Ramsey County Community Corrections is receiving funding to further develop and implement that strategy.

Ramsey County Community Corrections will lead an action research team (ART) for Ramsey County consisting of Ramsey County Community Corrections and Robina Institute. As the lead entity, Ramsey County Community Corrections will be responsible for ensuring that the ART completes required activities and deliverables in two areas of work: 1) strategy development, implementation, and monitoring, and 2) peer learning; and participates in regular check-in calls with ISLG and other partners throughout the process. The activities and deliverables to be completed and submitted in each of these areas are described in the remainder of this document.

**Strategy Development and Implementation**

Over a two-year period, Ramsey County Community Corrections and Robina Institute will carry out three stages of work designed to position them for maximum impact: 1) in-depth operational planning; 2) initial implementation; and 3) ongoing implementation and monitoring. Below is a brief description of the strategies that will be the focus of this work, followed by a description of each of the three stages of work:

Transforming probation in Ramsey County from its current state into a three-lane system based on the risk and needs of people on probation:

**Lane 1: Equitably reduce correctional footprint for those who do not need to be on probation.** People in Lane 1 will have the lightest touch by everyone in the system. The experiences in Lane 1 will include:

- No probation (no onramp)
- Unsupervised probation
- Quick exit for people on supervised probation who meet early discharge criteria (e.g., 6 months or less).

**Lane 2: Equitably amplify social, health, and welfare services and reduce technical violations for those currently oversupervised and in need a high level of social services/supports.** Lane 2 primarily targets people who are at a low and medium risk level and will encompass most misdemeanor/gross misdemeanor offenses as well as felonies for people who have a lower risk profile. The experiences in Lane 2 will include:

- Paring back correctional resources to those that are most necessary
- Increasing social services and supports to ensure that the person's basic needs are addressed
- Decreasing the use of incarceration; instead the preferred response will be grounded in social services and community-based interventions

**Lane 3: Equitably promote behavioral change and prevent reoffending by providing correctional interventions for those recommended for prison but receive probation or are at a high risk for reoffending.** People in Lane 3 will likely require more correctional resources (i.e., more frequent check-ins, cognitive behavioral therapy, more extensive assessment and case planning, etc.) than people in Lane 2.

Implementation of the three-lane system will be completed by a series of overlapping workgroups, including one addressing each lane, for which the members will include participants from the advisory committee, additional community members, and a race equity advisor. Robina will facilitate the workgroups with external partners, which will focus on policy changes that require agreement across the system. RCCC, with the support of the project manager, will facilitate internal workgroups, which will focus on practice changes in the probation department. The multidisciplinary advisory committee from Phase One will serve as the steering committee for this implementation phase.

The workgroups will focus on the following discrete issues:

**Lane One Workgroup** (people who don't need to be on probation):

- **Identify people who could be unsupervised:** Re-evaluate the types of cases that are placed on probation and determine whether there are groups of cases that could be unsupervised instead.
- **Develop early discharge policies:** Ramsey County recently revised its early discharge policy to simplify it and ensure broader application. Extend policy to misdemeanor and gross misdemeanor cases, and help identify people already on probation (didn't have the benefit of early discharge policies) who could be stepped down to unsupervised probation or early release.
- **Review long probation sentences:** Minnesota recently enacted a 5-year cap on felony probation terms that was not retroactive. Develop a protocol for systematically reviewing cases with longer than 5 years of probation for early discharge consideration.

**Lane Two Workgroup** (may be over-supervised; high social support needs):

- **Decrease Conditions:** Work with judicial partners to reduce the number of probation conditions overall and to individualize and tailor probation conditions to target criminogenic needs.
- **Increase Collaboration Between Agencies and Social Service Providers (RCCC internal workgroup):** Create a more integrated system between probation and social services. Develop a more rigorous needs assessment at the intake process and introduce a system of direct hand-offs to address the needs of individuals on probation, and streamline and reduce the number of duplicative processes people need to engage in to access services. We plan to seek assistance from local corporations who have experience in process improvement.
- **Incorporate Incentives and Other Policy Changes into Response Protocols (RCCC internal workgroup):** Currently, adult probation procedures are outlined in what was formally called the ROMP (Responses to Offender Misconduct) but is now called the AIM (Adult Intervention Model). It is a sanctions model, and does not currently include incentives to acknowledge or reward accomplishments. In this portion of the project, a team of probation department representatives will revise the AIM to incorporate incentives.

**Lane Three Workgroup** (dispositional departures; higher risk):

- **Create Navigator Positions:** Develop a new "navigator" system to guide individuals on probation and their families through probation. Navigators would likely be people who completed a term

of probation in the past. RCCC anticipates working with culturally specific community service providers to develop this as a contracted service.

- **Rethink Confinement Sanctions:** During the pandemic, the use of confinement was severely curtailed and did not have a negative impact to public safety; therefore, the advisory committee recommended continuing this trend by working with criminal justice partners to develop new guidelines for the use of confinement as a sanction focusing both on when it should be used and the recommended duration.
- **Examine Failure to Maintain Contact Violations (Absconding):** Phase One found that “failure to maintain contact with the probation officer” (absconding) was the most common reason for probation violations. Pinpointing the reasons behind absconding is necessary to understand alternative methods of resolving it. RCCC will partner with Robina to conduct a study on absconding and recommend potential policies and practices for addressing it. The Robina Institute will collect and analyze quantitative data and conduct interviews with current and former individuals on probation.

While the full shift to the three-lane system is anticipated to be a five-year process, during the first two years, the ART will develop and implement multiple policy changes to transition to the three-lane system. The remaining three years will be aimed at refining those policies, improving implementation, and measuring outcomes.

### ***Stage 1 (Months 1-5)***

Given that the strategy proposals submitted at the end of Phase I were fairly high-level, the planning stage will be a critical foundation for this work. During this stage, Ramsey County Community Corrections and Robina Institute will flesh out the operational details of their strategy and develop an implementation and monitoring plan. This plan will include a number of specific components in addition to the operational parameters, including a projected impact analysis that estimates how the strategy will change probation outcomes (e.g. revocations); proposed performance metrics; and a discussion of how the strategy will be sustained beyond the lifetime of the grant and leadership changes. Throughout the planning process, Ramsey County Community Corrections and Robina Institute will be required to consider the strategy from a racial equity lens, with a particular emphasis on unintended consequences and who will/will not benefit from it (both the impact analysis and the performance metrics will focus on disparities in outcomes in addition to overall outcomes). The racial equity TA provider will support them in these efforts, and ISLG and the RRC Advisory Board will also provide TA throughout this stage.

- **Key Deliverable:** Detailed strategy proposal and implementation plan that includes an impact assessment and monitoring plan/performance metrics.

### ***Stage 2 (Months 6-12)***

Once the more detailed strategy plan has been fleshed out, Ramsey County Community Corrections and Robina Institute will move on to implementation, including any activities necessary to officially “launch” the strategy as detailed during Stage 1. During initial implementation Robina Institute will also set up and begin tracking performance metrics—including establishing a baseline to enable it to assess impact.

- **Key Deliverable:** Progress report at Month 12 that describes what has been accomplished during the first year of implementation, including preliminary findings from performance metrics if available.

### ***Stage 3 (Months 13-24)***

In Stage 3, sites will focus on ongoing implementation and monitoring. For Robina Institute, this will involve continuing quality control processes, and making course adjustments as necessary in response to

challenges (anticipated or unanticipated) or to better position Ramsey County Community Corrections for impact. Ramsey County Community Corrections will do this with assistance and support from Robina Institute, who will be responsible for providing both quantitative and qualitative data and feedback to probation on an ongoing basis. Quantitative feedback will consist of performance metrics, which will be tracked and reported to the Ramsey County Community Corrections and ISLG on a quarterly basis. Robina Institute will also explore implementation qualitatively, through some combination of interviews, focus groups, observations, and/or other activities examining experiences with the process of implementation and initial perceptions of the strategies. Ramsey County Community Corrections and Robina Institute will be encouraged to meet regularly to discuss how the strategy is working, share metrics and findings, and evolve or make tweaks to the strategy as needed.

At the end of Stage 3, Ramsey County Community Corrections and Robina Institute will develop a short public-facing policy brief (five to seven pages) that describes the reforms implemented, how they addressed drivers, and preliminary impacts.

- **Key Deliverables:** Policy brief and quarterly metrics submissions/progress updates.

### **Peer Learning Activities**

Ramsey County Community Corrections will ensure that representatives from both Ramsey County Community Corrections and Robina Institute actively participate in peer learning activities throughout the contract period, including bi-monthly all-sites conference calls. Additionally, Ramsey County Community Corrections will also ensure that representatives of both Ramsey County Community Corrections and Robina Institute attend a full-day cross-site summit in early to mid-2023. At the summit, Ramsey County Community Corrections will ensure that both Ramsey County Community Corrections and Robina Institute share updates on their strategy work and other topics related to implementation successes and challenges with other jurisdictions, ISLG, and other attendees.

### **Timeline and Deliverables**

Ramsey County Community Corrections will complete all project activities in a two-year contract period beginning on October 1, 2021 and will be responsible for submitting all deliverables to ISLG. At around this time, Ramsey County Community Corrections will ensure that representatives of both entities comprising the ART attend a webinar hosted by ISLG to kick off Phase II of the Challenge; reiterate key dates, expectations, and roles; and provide guidance on administrative and substantive processes. The project period will end on September 30, 2023, and Ramsey County Community Corrections will complete and release their policy brief to the public on or before this date. The full schedule of key activities and deliverables is laid out in Table 1 below.

*Table 1.*

<b>Activity</b>	<b>Deliverable (to ISLG)</b>	<b>Due date</b>
Kick-off webinar	Participation	By October 15, 2021
Individual check-in calls with ISLG and TA providers, and all-sites conference calls	Participation	Ongoing
Racial equity learning sessions	Participation	Ongoing
Develop strategy implementation plans, including assessment of projected impact, including impact	Draft strategy implementation plan	March 1, 2022

on racial equity, and performance metrics	Financial/expenditure grant report	
Collect and analyze data on performance metrics	Quarterly performance metrics	Quarterly, start date TBD
	Interim narrative and year 1 financial/expenditure grant report	September 30, 2022
Collect and analyze data on performance metrics	Quarterly performance metrics for Q1 2023  Financial/expenditure grant report	Q1 2023
Conduct additional data collection and analyses as needed and draft policy brief	Draft policy brief	June 15, 2023
Finalize policy brief	Final policy brief	By September 25, 2023
Release final policy brief	Public release	September 30, 2023
	Final narrative and financial/expenditure grant report	October 31, 2023

**Appendix B****Deliverables, Timeline, and Fees**

Ramsey County Community Corrections will complete all project activities in a 2-year contract period beginning on October 1, 2021 and will be responsible for submitting all deliverables to ISLG. At the start of the contract term, Ramsey County Community Corrections will ensure that representatives of both entities comprising the Action Research Team for Ramsey County, Ramsey County Community Corrections and Robina Institute, attend a webinar hosted by ISLG to kick off Phase II of the Challenge; reiterate key dates, expectations, and roles; and provide guidance on administrative and substantive processes. The project period will end on September 30, 2023, and Ramsey County Community Corrections will complete and release their policy brief to the public on or before this date. Note that all grant spending must be concluded by no later than September 30, 2023. The schedule of key activities, deliverables, and payments is laid out in Table 1 below.

Table 1. Key Activities, Deliverables, and Payments<sup>1</sup>

<b>Activity</b>	<b>Deliverable (to ISLG)</b>	<b>Due date</b>	<b>Payment</b>
Kick-off webinar	Participation	By October 15, 2021	\$40,000
Individual check-in calls with ISLG and TA providers, and all-sites conference calls	Participation	Ongoing	
Racial equity learning sessions	Participation	Ongoing	
Develop strategy implementation plans, including assessment of projected impact, including impact on racial equity, and performance metrics	Draft strategy implementation plan Financial/expenditure grant report	March 1, 2022	\$97,609.44
Collect and analyze data on performance metrics	Quarterly performance metrics	Quarterly, start date TBD	
	Interim narrative and year 1 financial/expenditure grant report	September 30, 2022	\$97,609.44
Collect and analyze data on performance metrics	Quarterly performance metrics for Q1 2023 Financial/expenditure grant report	Q1 2023	\$97,609.44
Conduct additional data collection and analyses as needed and draft policy brief	Draft policy brief	June 15, 2023	
Finalize policy brief	Final policy brief	By September 25, 2021	
Release final policy brief	Public release	September 30, 2023	

<sup>1</sup> Specific deliverable dates may change as the initiative unfolds. ISLG will provide updated dates to ARTs as needed.

	Final narrative and financial/expenditure grant report	October 31, 2023	\$97,609.44
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### Payment Terms and Invoicing

Ramsey County Community Corrections will receive up to \$430,438 during the 2-year contract term of this project.

Ramsey County Community Corrections will submit all deliverables via email to Emily West (emily.west@ISLG.CUNY.edu) on or before the due date. Ramsey County Community Corrections will receive payment according to the schedule in Table 1, contingent on timely submission and approval of deliverables by ISLG, submission of a financial/expenditure grant report, and the submission of invoices via email to Emily West.

Notwithstanding the foregoing, ISLG reserves the right to modify the amount of the final payment based upon the information contained in Subcontractor's final financial/expenditure grant report. Ramsey County Community Corrections shall submit the final financial/expenditure grant report to ISLG by October 31, 2023 and ISLG reserves the right to modify the final payment amount if Ramsey County Community Corrections has not fully expended the funds provided during the term of the Subcontract. Additionally, if Ramsey County Community Corrections has received funds from ISLG that were not spent by September 30, 2023, Ramsey County Community Corrections will disclose this to ISLG and Ramsey County Community Corrections shall be required to return those unspent funds to ISLG. Additionally, in the event that this Subcontract is terminated, Ramsey County Community Corrections shall return any unspent funds to ISLG upon such termination.



## APPENDIX C

### GENERAL TERMS AND CONDITIONS

#### 1. GENERAL PROVISIONS

By signing this Subaward the Subrecipient makes the certifications and assurances as stated in Paragraph 26 herein and also assures that it will comply with all applicable terms and conditions of the Prime Award, as referenced on the Subaward Cover Page and incorporated herein by reference.

#### 2. SCOPE OF WORK

Subrecipient shall perform the services as set forth in the Scope of Work attached hereto as Appendix A. All information provided to the Research Foundation pursuant to this Subaward will at all times continue to be true, accurate and complete in all material respects.

#### 3. BUDGET AND INVOICING

The Subrecipient shall invoice the Research Foundation no more than monthly and all invoices shall be on Subrecipient's letterhead and will be accompanied by all necessary documentation, as requested and in accordance with the Budget, deliverables, timeline & fees, attached hereto as Appendix B. The invoice shall be submitted to the Project Director via email in the same or similar format, including the same information as included in the attached Invoice, attached hereto as Appendix D.

Payments made under this Subaward will be made based upon documented completion and acceptance of deliverables as set forth in Appendix B. Completion of the deliverables along with any requested supporting documentation, in a manner acceptable to the Research Foundation's Project Director, must to be submitted to the Research Foundation's Project Director for approval prior to any payment to the Subrecipient.

The final invoice shall be submitted by the Subrecipient within thirty (30) days of the expiration of this Subaward, unless another time period is agreed to between the parties. If the final invoice is not received within thirty (30) days of expiration or by the alternate agreed-upon date of submission, it may be processed at the sole discretion of the Research Foundation. In the event of termination, the final invoice will be submitted in accordance with the terms and conditions stated in the notice of termination. Costs upon termination will be paid in accordance with Paragraph 8 herein.

Payment of the final invoice will terminate any obligation on the part of the Research Foundation for any additional payments to the Subrecipient.

#### 4. SUBAWARD PURPOSE/REFERRAL FEES

The purpose of this Subaward is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Code

Section 501(c)(3), and the Subaward will only be used for such charitable, educational, and/or scientific purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives or violate any applicable local, state, federal, or foreign law.

There shall be no payment of referral fees, commissions or similar arrangements to any person or entity whatsoever related to this Subaward.

5. INDEPENDENT CONTRACTOR STATUS

A. The Subrecipient and Research Foundation agree that the relationship of Subrecipient is as independent contractor to Research Foundation.

B. All experts, consultants or employees of the Subrecipient who are employed by the Subrecipient to perform work under this Subaward are not employees of the Research Foundation. Subrecipient alone is responsible for their work, direction, compensation and personal conduct while engaged under this Subaward. Nothing in this Subaward shall impose any liability or duty on the Research Foundation for the acts, omissions, liabilities or obligations of the Subrecipient, its directors, officers, employees, agents and subrecipients.

C. Subrecipient shall be solely responsible for all physical injuries and/or death to its agents or employees or to any other person arising from the performance of its work under this Subaward or for damage to any property sustained during its work on the project under this Subaward. The Subrecipient shall be solely responsible for the safety and protection of all of its employees.

6. ASSIGNMENT and SUBCONTRACTING

A. Subrecipient shall not assign, transfer, convey or otherwise dispose of this Subaward or of Subrecipient's rights, obligations or duties, without the prior written consent of Research Foundation. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

B. Subrecipient shall not subaward any portion of the performance obligations of this Subaward without prior written approval of the Research Foundation, unless such subaward is identified within the approved Scope of Work and Budget.

7. MODIFICATION and NO-COST EXTENSION

This Subaward may be modified only by a written instrument executed by both parties, except a no-cost extension to this Subaward may be issued by the submission of a Research Foundation Payment Request, signed by the Project Director and acceptable to the Research Foundation or if requested by Subrecipient, an email from

the Project Director extending the term of the Subaward. **In no event shall the Subaward be extended beyond the term of the Prime Award.**

8. TERMINATION

A. Research Foundation shall have the right, upon thirty (30) days' prior written notice, to postpone, delay, suspend or terminate the Subaward or any part thereof which the Subrecipient is engaged to perform, at any time and for any reason in the Research Foundation's interest. Subrecipient shall be entitled to payment of allowable costs up to and including date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

B. If the Prime Award is terminated, this Subaward will be terminated as soon as required by the Sponsor. Pending approval of the Sponsor, Subrecipient shall be paid allowable costs up to and including the date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

C. Research Foundation shall have the right to immediately terminate this Subaward in the event of material breach of this Subaward, including but not limited to non-performance or noncompliance with the Assurances and Certifications contained in Paragraph 26. At the sole discretion of the Research Foundation, Subrecipient shall be paid allowable costs up to and including the date of termination.

9. REPORTS

Unless otherwise stated in the Scope of Work, Subrecipient shall provide reports as required upon the request of the Project Director.

10. RECORDS AND AUDIT

Subrecipient will maintain and preserve, as applicable: (i) accurate and complete records of receipts and expenditures made from Subaward funds and (ii) all back-up files, papers, software code, instructions, specifications, materials, and documentation relating to, compromising, constituting, and/or necessary for the use of the Subaward-related Intellectual Property (as defined in Paragraph 14) during the term of this Subaward and for three (3) years thereafter. During the term of this Subaward, and for three (3) years thereafter, upon the request of Research Foundation or Sponsor, Subrecipient shall make such records available for inspection by Research Foundation or Sponsor and their representatives during normal business hours, and Subrecipient shall cooperate and assist the Research Foundation or Sponsor with their review of such records. In the event of termination of this Subaward as set forth in Paragraph 8 the Research Foundation or Sponsor may, in writing, request that Subrecipient provide

them with copies of such records, and Subrecipient will provide all such materials to them within ten (10) business days of their written request.

11. NOTICES

The mailing of all notices, by certified mail, addressed to the Subrecipient shall be deemed sufficient notice to the Subrecipient.

A facsimile or email notice to the Subrecipient at the facsimile number or email address listed on the Subaward Cover Page and a copy sent via First Class Mail at the address referred to on the Subaward Cover Page shall also be deemed sufficient notice to the Subrecipient .

12. HOLD HARMLESS AND INDEMNIFICATION

Subrecipient shall indemnify Research Foundation against and hold Research Foundation harmless from any and all claims, actions, proceedings, expenses, damages, or liabilities, including attorney fees and court costs, resulting from the negligent acts, fault or default of the Subrecipient, its directors, officers, employees, agents and subrecipients.

In the event that Subrecipient is a government agency or otherwise subject to government limitations regarding tort liability indemnification and unable to comply with the indemnification requirements herein, then Subrecipient agrees to indemnify the Research Foundation to the extent that is allowed by the law that limits the Subrecipient.

13. INSURANCE

A. Subrecipient will, at its expense, maintain at all times during the term of this Subaward or any amendment thereto, general liability insurance and/or a program of self-insurance for property damage and bodily injury to cover the performance of this Subaward. In no event shall the insurance limits be less than \$1,000,000 per occurrence for property damage and bodily injury. The policy shall be obtained from an insurer licensed to do business in the State of New York and the insurer shall have a Best's rating of no less than B+. Each insurance policy will name Research Foundation as additional insured and will contain a clause requiring the insurer to give the Research Foundation at least 30 days prior written notice of any alteration in the terms of such policy or cancellation. If the Subrecipient is self-insured and cannot provide a Certificate of Insurance naming Research Foundation as an additional insured, then a statement must be submitted by Subrecipient's authorized signatory, risk manager, or principal indicating the same. Upon execution of this Subaward, Subrecipient will deliver to Research Foundation a certificate evidencing such insurance.

B. Execution of this Subaward by the Research Foundation is conditioned upon receipt of the appropriate Certificate of Insurance.

C. The parties anticipate that insurance requirements set forth in Paragraph 13(A) above are sufficient to carry out the statement of work contemplated under this Subaward, and that there is no need for additional insurance coverage; however, the Subrecipient acknowledges that during its performance of this Subaward, should any circumstance(s) arise which would warrant a need for additional insurance coverage, the Research Foundation may request the Subrecipient to obtain such additional insurance coverage.

#### 14. INTELLECTUAL PROPERTY AND PUBLICITY

A. All Research Foundation Intellectual Property and Background Technology, and any other Research Foundation proprietary information existing at the commencement of this Subaward and used in the performance of this Subaward shall remain the property of the Research Foundation. Subrecipient Intellectual Property and Background Technology and any other Subrecipient proprietary information existing at the commencement of this Subaward and used in the performance of this Subaward shall remain the property of the Subrecipient. It is agreed that no patent right, copyright or right in any proprietary information existing at the time of commencement of this Subaward shall be transferred between the parties by virtue of this Subaward.

B. Subrecipient retains rights to patents and/or copyrights for any qualifying items or materials developed under this project. Subrecipient grants Research Foundation and Sponsor a non-exclusive, non-commercial, perpetual, worldwide, transferable, royalty-free license (the "License") to:

(i) any and all work product, source code, computer programs, applications, writings, other works of authorship, copyrights, inventions, designs, utility models, patents, trademarks, and trade secrets;

(ii) applications or derivatives of or related to any of the foregoing; and

(iii) any other intellectual property rights;

that (x) arise or result from the Subrecipient's direct or indirect use of the funds provided by this Subaward, or (y) are created by or for Subrecipient in furtherance of the scope of work (collectively, the "Subaward-related Intellectual Property"). The License includes at least the following rights: (i) to make or have made, use, import, or provide any service, product, method, or apparatus, covered by the Subaward-related Intellectual Property for non-commercial purposes; (ii) to reproduce, prepare derivative works of, make improvements to, perform, display, and distribute any work, process, or service, covered by the Subaward-related Intellectual Property; and (iii) a limited right to sublicense the Subaward-related Intellectual Property to third-parties either for use by any such third party solely to support Research Foundation or Sponsor's non-commercial use of the Subaward-related Intellectual Property, or for non-commercial use by any such third-party.

C. Subrecipient agrees to consult with the Research Foundation prior to publication or other disclosure of the results of the work produced under this Subaward to ensure that no proprietary information is being released and for protection of patent rights. Proposed publications based on the work performed pursuant to this Subaward shall be submitted to the Research Foundation for review thirty (30) days prior to publication. Research Foundation shall have thirty (30) days from receipt to review the publication and to advise of any changes or for filing for patent protection. If Research Foundation wishes to file for patent protection, Subrecipient agrees to delay publication for up to ninety (90) days from the Research Foundation's receipt of the proposed publication.

D. In the event that Subrecipient wishes to release information relating to this Subaward (i.e. information mentioning this Subaward, Research Foundation, ISLG, Arnold Ventures and/or the Sponsor) it shall contact the Project Director to ensure that the information has the approval of the Sponsor. This section does not affect Subrecipient's rights to publish any materials or research funded with this Subaward or to release public statements or release information about activities or research funded with this Subaward to the extent such materials, research, statements, or information do not mention the Subaward, Research Foundation, ISLG, Arnold Ventures and/or the Sponsor.

#### 15. INFRINGEMENTS

The Subrecipient agrees to indemnify and hold Research Foundation harmless to the extent allowed by law for any damage or loss or expense sustained by Research Foundation as a result of any infringement by the Subrecipient of any copyright, trademark or patent rights or design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Subrecipient in the performance of this Subaward.

#### 16. GOVERNING LAW

INTENTIONALLY OMITTED

#### 17. ORDER OF PRECEDENCE

In the event of a conflict in the terms of this document and its attachment the following order of precedence will be applied:

1. Prime Award
2. This Appendix C: General Terms and Conditions, including Special Terms and Conditions, if applicable
3. Subaward Cover Page, Budget and Scope of Work

18. GENERAL RELEASE

The acceptance by the Subrecipient or any person under the direction of the Subrecipient of any payment made on the final invoice under this Subaward shall operate as and shall be a release to Research Foundation from all claims for payment to the Subrecipient, its successors, legal representatives and assigns for anything done or furnished under the provisions of this Subaward.

19. ONE YEAR LIMITATION

No action shall lie or be maintained against Research Foundation upon any claim based on this Subaward or arising out of this Subaward or out of anything done in connection with this Subaward unless such action is commenced within one year after the termination or expiration of this Subaward.

20. NON-WAIVER

Any failure or delay of the Research Foundation in exercising or enforcing the strict performance of any of the Subrecipient 's obligations under this Subaward or in exercising or enforcing any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation right or remedy. No waiver by the Research Foundation of any provision of this Subaward shall be deemed to have been made unless set forth in writing and signed by the Research Foundation.

21. ENTIRETY OF AGREEMENT

This Subaward with its attachments embodies the entire understanding of the parties and there are no other agreements or understandings between the parties relating to the subject matter herein.

22. FORCE MAJEURE

Neither party shall be liable for failure or delay in the performance of any duties under this Subaward when such delay or failure is due to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorists activities; government restrictions; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

23. PARAGRAPH HEADINGS

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Subaward

and in no way affect the Subaward.

24. COUNTERPARTS and e-SIGNATURES

This Subaward may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one executed Subaward. The parties agree that execution of this Subaward by exchanging facsimile, PDF, or e-Signature (as defined below) signatures shall have the same legal force and effect as the exchange of original signatures. Pursuant to this Subaward, e-Signatures shall mean a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with the electronic document, that (a) is unique to the person making the signature; (b) uses a technology or process to ensure the signature is under the sole control of the person making the signature; (c) uses a technology or process that can identify the person using the technology or process; and (d) has an electronic signature that can be linked with an electronic document in such a way that it can be used to determine whether the electronic document has been changed since the electronic signature was incorporated in, attached to or associated with the electronic document.

25. SEVERABILITY

If any part of this Subaward is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Subaward, which other part or provision shall remain in full force and effect.

26. ASSURANCES and CERTIFICATIONS

EXPORT CONTROLS

A. Subrecipient agrees to comply and reasonably assist the Research Foundation, upon request, in complying with, all applicable U.S. Government export and import laws and regulations, including but not limited to U. S. Department of Commerce Export Administration Regulations (EAR), 15 CFR 730-774, as applicable, and the U.S. Department of State International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, as applicable.

B. Subrecipient agrees that it will not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by ITAR, EAR, the Office of Foreign Assets Control (OFAC), the United States Department of State's State Sponsors of Terrorism, or by any other government agency that requires said approval without first obtaining the appropriate license.



C. Subrecipient confirms that any confidential information disclosed during the course of the work herein will not contain export controlled technology or technical data identified on any U.S. export control list, including but not limited to the Commerce Control List (CCL), 15 CFR 774 and the U.S. Munitions List (USML), 22 CFR 121.

D. In the event, the Subrecipient intends to provide export controlled information, the Subrecipient will inform Research Foundation thirty (30) days prior to the release of such export controlled technology or technical data. Export controlled information will not be released to Research Foundation or CUNY personnel without prior written consent of the Research Foundation. If the U.S. government imposes a fine or penalty upon the Research Foundation because of the Subrecipient's failure to notify the Research Foundation, Subrecipient agrees to indemnify and hold the Research Foundation harmless from any and all resulting fines and penalties from such omission.

#### CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

A. Subrecipient agrees that it: (a) will comply with the Title VI and Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and Executive Order No. 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color and national origin; (b) Title IX of the Education Acts of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686 ) which prohibits discrimination on the basis of sex; (c) Sections 503/504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) Age Discrimination Act of 1975, as amended ( 42 U.S.C. 6101 – 6107); (e) Drug Abuse Office and Treatment Act of 1972, ( P.L. 92-255). as amended; (f) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616, as amended; (g) American with Disabilities Act of 1990; (h) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (P.L. 92-540 & 93-508), E.O. 11701 and regulations of the Secretary of Labor promoting opportunities for the disabled and Vietnam veterans, along with related regulations and reporting requirements of each.

B. Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin or age and will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or status as a disabled or Vietnam era veteran Vietnam Veteran Re-Adjustment Act of 1972, as amended.

C. In the event of the Subrecipient's noncompliance with the Equal Opportunity clause of this Subaward or any of the said rules, regulations, or orders, this Subaward may be cancelled, terminated or suspended, in whole or in part, as deemed appropriate by the Research Foundation.

#### PROTECTION OF HUMAN SUBJECTS

A. If this Subaward involves the use of human subjects, the Subrecipient agrees that the rights and welfare of human subjects will be protected in accordance with the Code of Federal Regulations, 45 CFR Part 46, subpart A, "Protection of Human Subjects" including the Federal Policy for the Protection of Human Subjects and the regulations of the Office for Human Research Protections (OHRP) in HHS, the federal agency charged with ensuring compliance with the human research participants.

B. Upon request the Subrecipient will submit evidence of approval of the Subrecipient's Institutional Review Board indicating the review and approval of the human subjects' research protocol for this project.

#### PRIVACY AND SECURITY OF PERSONAL HEALTH INFORMATION

If Subrecipient is a covered entity pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Part 160 and Subparts A and E of Part 164 or P. L. 104-191, 110 Stat. 1936 and the Privacy Act of 1974, then Subrecipient represents and warrants that any individually identifiable personal health information used or disclosed in connection with this Subaward shall be protected in accordance with applicable statutes and regulations regarding the privacy and security of such information.

#### CLEAN AIR AND WATER ACT

The Subrecipient agrees: (a) to comply with all the requirements of the Clean Air Act, as amended and the Federal Water Pollution Control Act, as amended respectively, relating to inspection, monitoring entry, reports, and information, as well as other requirements specified in the Clean Air Act and the Federal Water Pollution Control Act, respectively, and all regulations and guidelines issued thereunder before the award of this Subaward; (b) that no portion of the work required by this Subaward will be performed in a facility listed on the Environmental Protection Agency list of Violating Facilities on the date that this Subaward was awarded unless and until EPA eliminates the name of such facility or facilities from such listing; and (c) to use its best efforts to comply with clean air standards and clean water standards at the facility in which this Subaward is being performed.

#### CERTIFICATION REGARDING VICTIMS OF TRAFFICKING

Subrecipient's signature on this Subaward constitutes a certification that it is in compliance with the Victims of Trafficking and Violence Protection Act of 2000, P. L. 108-193 and P.L 109-164; codified at 22 USC 7104 as amended, 2 CFR 175 (award term for trafficking in persons for grants and cooperative agreements), or FAR regulation at Subpart 22.17; FAR contract clause at 52.222.50, as applicable. Subrecipient further certifies that it will notify the Federal government in the event of violation by any employee.

#### NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT

Subrecipient certifies that it shall be subject to, and comply with, the New York State Information Security Breach and Notification Act (the "Act") (N.Y. Gen. Bus. Law § 899-aa), if applicable. Subrecipient agrees to notify Research Foundation immediately if it has cause to believe that any applicable data received or prepared under this Subaward may have been obtained by an unauthorized person as defined in the Act and that Subrecipient will consult with Research Foundation prior to, during and after any required notifications. Subrecipient agrees to be solely responsible for any required notifications and agrees to indemnify Research Foundation against any damage due to a breach of security caused by Subrecipient.

#### CARE OF LABORATORY ANIMALS

If the work under this Subaward involves the use of laboratory animals, the Subrecipient agrees that it will comply with the applicable portions of the Animal Welfare Act (P.L. 89-544, as amended, (P.L. 91-579 and 94-279) U.S.C. 2131 at seq.), and will follow the guidelines prescribed in DHHS Publications No. 86-23 Rev. 1985 or succeeding revisions (NIH) "Guide for the Care and Use of Laboratory Animals." If using animals, as specified in NIH GUIDE, Vol. 14 No. 8 June 25, 1985, Subrecipient shall comply with regulations cited therein and provide Research Foundation with an approval from an appropriate institutional committee that the policy requirements are being met.

#### CONFLICT OF INTEREST

The Subrecipient affirms that to the best of its knowledge there exists no actual or potential conflict between the Subrecipient's family, business or financial interests and its services under this Subaward. The Subrecipient will notify the Research Foundation of all changes in any of the interests listed above during the term of this Subaward and any amendments thereto. The Research Foundation reserves the right in its sole discretion to determine whether or not any of the interests required to be disclosed by this paragraph will disqualify the Subrecipient from performing the services called for by this Subaward.

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Subrecipient's signature on this Subaward constitutes a certification that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or other government agency. If at any time, Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall promptly notify Research Foundation. In the event Subrecipient fails to notify Research Foundation, this Subaward will terminate as of the date of such debarment, suspension, ineligibility and/or voluntary exclusions, such failure to notify is

considered a material breach of this Subaward. In the event the Subrecipient or its principals become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or other government agency, the Subaward will terminate immediately pursuant to Paragraph 8(C), as debarment, suspension, ineligibility and voluntary exclusions are each considered a material breach.

### IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL) Section 165-a, effective April 12, 2012. This act may be viewed in its entirety at <http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf>. Pursuant to SFL Section 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list (“prohibited entities list”) of “persons” who are engaged in “investment activities in Iran” (defined terms in the law). The list may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Subrecipient certifies that it is not included on the prohibited entities list. Subrecipient further certifies that it will not contract with any organization that is identified on the prohibited entities list. If at any time Subrecipient or any organization it contracts with is added to the prohibited entities list it shall immediately notify Research Foundation.

### COMPLIANCE WITH LAWS

The Subrecipient shall perform all services under this Subaward in accordance with all applicable laws and regulations as are in effect at the time such services are performed.

November 2021 (revised)

**APPENDIX D  
SAMPLE INVOICE**

Reducing Revocation Challenge	
Subrecipient Name: _____	Subaward #: _____
Subaward Term: October 1, 2021 - September 30, 2023	Invoice Date: _____
Invoicing Period: _____ through _____	

Deliverable(s)	Amount
	\$
	\$
	\$
	\$
	\$
	\$
<b>Total</b>	<b>\$</b>

*I certify that the fee(s) in this invoice are for the deliverable(s) stated, completed consistent with the Reducing Revocation Challenge Subaward Agreement between the Research Foundation of the City University of New York and my organization, that this invoice is true, complete, and accurate, and that no part of the fee(s) has been previously certified and submitted for payment.*

Name and Title of Certifying Officer [GRANTEE]	Date
--	------

*CUNY Institute for State and Local Governance has approved the deliverable(s) described herein as satisfactory and timely submitted.*

Name and Title of Certifying Officer ISLG	Date
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**Certificate Of Completion**

Envelope Id: 4B9C7FB5E2D347BC82E87B5E0C2ABBCEB	Status: Sent
Subject: DocuSign: County of Ramsey-CUNY ISLG RRC Subaward (CM00007039-00)	
Source Envelope:	
Document Pages: 21	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Matthew Drost
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	230 West 41st Street
	7th Floor
	New York, NY 10036
	Matthew_Drost@rfcuny.org
	IP Address: 128.228.133.120

**Record Tracking**

Status: Original	Holder: Matthew Drost	Location: DocuSign
11/17/2021 12:47:05 PM	Matthew_Drost@rfcuny.org	

**Signer Events**

Signature	Timestamp
Alexandra Kotze	Sent: 11/17/2021 3:49:59 PM
alexandra.kotze@co.ramsey.mn.us	Resent: 11/17/2021 4:30:13 PM
Chief Financial Officer	Resent: 11/17/2021 4:35:10 PM
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Matthew Drost  
matthew\_drost@rfcuny.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jeffrey Slonim  
Jeffrey\_Slonim@rfcuny.org  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**      **Signature**      **Timestamp**

**Editor Delivery Events**      **Status**      **Timestamp**

**Agent Delivery Events**      **Status**      **Timestamp**

**Intermediary Delivery Events**      **Status**      **Timestamp**

**Certified Delivery Events**      **Status**      **Timestamp**

**Carbon Copy Events**      **Status**      **Timestamp**

Karen Goldstein	COPIED	Sent: 11/17/2021 3:50:00 PM
Karen.Goldstein@islg.cuny.edu		
Security Level: Email, Account Authentication (None)		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
<p>Laurie Pierce  laurie.pierce@co.ramsey.mn.us  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 11/17/2021 4:30:14 PM  Viewed: 11/17/2021 5:59:11 PM</p>
<p>Roohi Gupte  Roohi.Gupte@islg.cuny.edu  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	<p>Sent: 11/17/2021 3:50:00 PM  Viewed: 11/17/2021 3:50:24 PM</p>
<p>Darryl Singh  Darryl_Singh@rfcuny.org  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/17/2021 3:50:00 PM

Payment Events	Status	Timestamps
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# Board of Commissioners

## Request for Board Action

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**Item Number:** 2021-671

**Meeting Date:** 12/14/2021

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**Sponsor:** Housing Stability

**Title**

Grant Award from Minnesota Housing Finance Agency for Homework Starts with Home

**Recommendation**

1. Ratify the Housing Stability Department sponsored submittal of the Solid Ground Minnesota Housing Finance Agency Homework Starts with Home application.
2. Accept a grant award from and approve a grant agreement with the Minnesota Housing Finance Agency for the period of October 1, 2021 through September 30, 2023 in the amount of \$444,700.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements and contracts in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the grant funding.

**Background and Rationale**

In 2018, the Minnesota Housing Finance Agency (MHFA), in partnership with the Minnesota Department of Education, the Minnesota Department of Human Services, the Minnesota Interagency Council on Homelessness, and the Heading Home Minnesota Funders Collaborative initiated a project called Homework Starts with Home. The effort is part of the State of Minnesota Action Plan to Prevent and End Homelessness. It is intended to support collaborative efforts between schools, housing organizations, and local governments to identify, engage, and stabilize students and their families who are experiencing homelessness. At development of the project, it was decided that the local government agencies who were the Family Homelessness Prevention and Assistance Program (FHPAP) grantees would have the role of being the grant recipient and administrator of resulting contracts; in partnership with Heading Home Ramsey Continuum of Care (COC), the Housing Stability department presently serves as the FHPAP grantee.

Target populations for the grant are families who are homeless or at imminent risk of homelessness and have children who are in pre-kindergarten through grade 12 academic programs or youth (with or without children of their own) without a parent or guardian who are eligible for an academic program through grade 12 and who are facing housing instability. Priority was given in the grant selection process to students or families who are currently homeless, students who are themselves custodial parents, students with significant educational deficits, families with children in grade 5 or younger, and students experiencing homelessness without their parents or guardians.

MHFA led the grantee selection process and Solid Ground in partnership with Lutheran Social Services was selected. Housing Stability along Heading Home Ramsey CoC Governing Board serve as the respective grant administrators and Advisory Council. As the FHPAP grantee, Housing Stability wrote letters of support and agreed to accept the funds to pass through to Solid Ground. The county will receive a total of \$444,700 to pass through as a direct contract action to Solid Ground. Solid Ground will in turn be the lead of the area Homework Starts with Home collaborative which includes Solid Ground, Lutheran Social Services, and Saint Andrews Community Resource Center, and the Suburban Ramsey Family Collaborative, with Solid Ground navigations services being the only action funded through the contract.



These funds help support the broader Heading Home Ramsey Continuum of Care strategic priorities to prevent and end homelessness in the county. A memorandum of agreement between the county and the providers will be jointly developed clarifying roles and responsibilities. Housing Stability will be responsible for the administration of grant activities and resulting agreements; this is done as an in-kind contribution for the CoC.

For more information about Heading Home Ramsey CoC, please visit [www.headinghomeramsey.org](http://www.headinghomeramsey.org) <<http://www.headinghomeramsey.org>>

**County Goals** (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

Ongoing, the CoC Governing Board/Advisory Council, which includes the FHPAP projects and Homework Starts with Home collaborative, has launched an equity sub-committee to focus on *racial disparities in the overall homeless crisis response system in Ramsey County*. The subcommittee is called the Racial Equity Accountability Project (REAP). REAP is focused on continuing the work by moving racial equity action plans forward and to track and share progress to promote accountability in reducing racial disparities within the regions. REAP has three goals to focus on for calendar year 2022:

1. Coordinated Entry - Increase the number of adults in shelter assessed through coordinated entry to 61% and increase the connection to housing 12%.
2. Housing After Incarceration - Reduce by half (1.6%) the disparity between white and BIPOC populations in the percentage of exits over twelve months from the Ramsey County Correctional Facility entering homelessness.
3. Landlord Engagement - Work with CoC to develop Landlord 101 curriculum that includes racial equity training.

**Community Participation Level and Impact**

Minnesota Housing Finance Agency requires engagement of community members, stakeholders, people with lived experience, and school partners to be members of the CoC Governing Board/Advisory Council.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

Grant funds pass-through Housing Stability and the CoC Governing Board is the Advisory Council. Housing Stability staff will administer and monitor the grant funds within existing resources included in the proposed 2022-23 Housing Stability budget.

**County Manager Comments**

No additional comments.

**Last Previous Action**

On September 11, 2018, the Ramsey County Board accepted the previous grant award of \$164,068 from Minnesota Housing Finance Agency for Homework Starts with Home (Resolution B2018-236).

**Attachments**

1. Finance Agency for Homework Start with Home Exhibit E Budget
2. Finance Agency for Homework Start with Home Exhibit B Work Plan
3. Finance Agency for Homework Start with Home MOU
4. Finance Agency for Homework Start with Home Grant Contract Agreement

## Homework Starts with Home Program Grant

### Budget Template Instructions

Enter your program name here:

Solid Ground

Enter all organizations, including subgrantees, that will receive funding under this grant; one per blank and include contact information:

	<u>Organization Name</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>Email address</u>
Lead Applicant:	Lutheran Social Service of Minnesota	Jaime Stampley	612-879-5358	<a href="mailto:jaime.stampley@lssmn.org">jaime.stampley@lssmn.org</a>
Organization 2:	Solid Ground	Trisha Kauffman	651-846-9019	<a href="mailto:tckauffman@solidgroundmn.org">tckauffman@solidgroundmn.org</a>
Organization 3:				
Organization 4:				
Organization 5:				

This budget worksheet has six tabs:

1. Instructions and Set Up (this tab)
2. Household Projections
3. Project Year 1 Budget
4. Project Year 2 Budget
5. Project Year 3 Budget
6. Budget - Total (you do not need to complete the Budget-Total tab; it auto-populates)

**STEP 1:** Complete the blank cells (blue) above.

**STEP 2:** Complete the Households Projections spreadsheet (next tab).

**STEP 3:** Complete the Budget for each Program year, specifying the

FHPAP Administrative costs cannot exceed 10% of your total budget. HTF Administrative fee is a flat rate.

If you have any questions about your budget, contact [erin.menne@state.mn.us](mailto:erin.menne@state.mn.us) or [nancy.urbanski@state.mn.us](mailto:nancy.urbanski@state.mn.us)

## Homework Starts with Home Budget

Household Projections

Solid Ground

**Instructions:** Provide a projection for the number of households to be served by each funding source and Program year. These projections are intended to assist with Program management and monitoring, including managing spending rates to help ensure that sufficient resources remain to support students and their families over the full grant term. Enter this number in cell A3.

**Step 1:** Identify new households, i.e. those new to this Program, to be enrolled in each Program year and enter these into cells C7, D7, and E7. The total new households will auto-calculate into cell F7. Note that new households in this category are unduplicated. Next, in Row 8, enter the number of households that will continue from the previous year. For example, households served in Year 1 that will continue to be served in Year 2 will be entered in cell D8, and from Year 2 to Year 3 will be entered in cell E8. Note that cell C8 will not have an entry. Households in this category are duplicated.

**Step 2:** Identify the number of new households that will be served by HTF and FHPAP in each Program year. Note that a household may receive support from one or both funding sources; therefore, the total number of households may be larger than those identified in Step 1. Cells F12 and F13 will auto-populate.

**Step 3:** Identify which households, served from the previous year, will receive support from each funding source. Rows 21 through 23 will auto-populate.

**(1) Estimated new households to be served, and the number of households that will continue from the previous year**

	Program Year 1	Program Year 2	Program Year 3	Total New Households
New households enrolled, regardless of funding source	22	22	8	52
Households continuing from previous program year, regardless of funding source	10	20	22	
<b>Total</b>	<b>32</b>	<b>42</b>	<b>30</b>	

**(2) Estimated new households to be served...**

	Program Year 1	Program Year 2	Program Year 3	Total
...with Housing Trust Fund funds (HTF)	17	14	0	31
...with Family Homeless Prevention and Assistance Program funds (FHPAP)	22	22	8	52

**(3) Estimated carryover households from the previous Program year to be served...**

	Program Year 2	Program Year 3
...with HTF	10	22
...with FHPAP	10	22

Total to be served...	Program Year 1	Program Year 2	Program Year 3
... with HTF	27	34	22
...with FHPAP	32	42	30
<b>GRAND TOTAL</b>	<b>59</b>	<b>76</b>	<b>52</b>

**Homework Starts with Home**

Budget - Program Year 1  
Solid Ground

**Assumptions:**

Households to be served with Housing Trust Fund  
Average rental assistance cost per household per month

27
\$ -

Solid Ground      Lutheran Social Servic      0      0      0 Total

**Housing Trust Fund**

**Direct Assistance**

Temporary rental assistance	\$ 59,600.00				\$ 59,600.00
Rapid re-housing rental assistance (up to 24 months)	\$ 186,453.00				\$ 186,453.00
Security deposits	\$ 18,526.00				\$ 18,526.00
Rental application fees	\$ 680.00				\$ 680.00
Utility connection fees					\$ -

**Administration**

Administrative costs (\$68/household /month)	\$ 15,572.00				\$ 15,572.00
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**Subtotal Housing Trust Fund**

\$ -	\$ 280,831.00	\$ -	\$ -	\$ -	\$ 280,831.00
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**Family Homeless Prevention and Assistance Program**

**Direct Assistance**

Temporary rental assistance					\$ -
Rapid re-housing rental assistance (up to 24 months)					\$ -
Security deposits					\$ -
Rental application fees					\$ -
Utility connection fees					\$ -
Utility arrearages					\$ -
Transportation assistance					\$ -
Housing inspection costs	\$ 3,825.00				\$ 3,825.00
Other undesignated financial assistance (specify):					
One time prevention; Bridging payments	\$ 14,347.00				\$ 14,347.00

**Support Services**

Case managers or housing navigators	\$ 101,752.00				\$ 101,752.00
School social workers or school-family liaisons					\$ -
Participant advisors or peer counselors					\$ -
Management and leadership support (beyond admin)	\$ 16,740.00				\$ 16,740.00
Travel expenses associated with service delivery	\$ 2,880.00				\$ 2,880.00
Other (specify):					\$ -

**Administration**

Participant stipends for governance roles	\$ 2,880.00				\$ 2,880.00
Training and technical assistance	\$ 500.00				\$ 500.00
Supplies, materials, or equipment	\$ 2,500.00				\$ 2,500.00
Communications and marketing					\$ -
Software licenses or other technology	\$ 850.00				\$ 850.00
Travel expenses not related to service delivery					\$ -
Other (specify): Admin (Solid Ground & Merrick)	\$ 9,000.00				\$ 9,000.00

**Subtotal Family Homeless Prevention and Assistance**

\$ 155,274.00	\$ -	\$ -	\$ -	\$ -	\$ 155,274.00
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**Grand Total**

\$ 155,274.00	\$ 280,831.00	\$ -	\$ -	\$ -	\$ 436,105.00
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**Homework Starts with Home**

Budget - Program Year 2  
Solid Ground

**Assumptions:**

Households to be served with Housing Trust Fund  
Average rental assistance cost per household per month

34
\$ -

Solid Ground      Lutheran Social Servic      0      0      0 Total

**Housing Trust Fund**

**Direct Assistance**

Temporary rental assistance	\$ 84,850.00				\$ 84,850.00
Rapid re-housing rental assistance (up to 24 months)	\$ 329,374.00				\$ 329,374.00
Security deposits	\$ 15,257.00				\$ 15,257.00
Rental application fees	\$ 560.00				\$ 560.00
Utility connection fees					\$ -

**Administration**

Administrative costs (\$68 /household /month)	\$ 26,384.00				\$ 26,384.00
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**Subtotal Housing Trust Fund**

\$ -	\$ 456,425.00	\$ -	\$ -	\$ -	\$ 456,425.00
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**Family Homeless Prevention and Assistance Program**

**Direct Assistance**

Temporary rental assistance					\$ -
Rapid re-housing rental assistance (up to 24 months)					\$ -
Security deposits					\$ -
Rental application fees					\$ -
Utility connection fees					\$ -
Utility arrearages					\$ -
Transportation assistance					\$ -
Housing inspection costs	\$ 2,850.00				\$ 2,850.00
Other undesignated financial assistance (specify):					
One time prevention assistance; Bridging payments	\$ 24,295.00				\$ 24,295.00

**Support Services**

Case managers or housing navigators	\$ 101,752.00				\$ 101,752.00
School social workers or school-family liaisons					\$ -
Participant advisors or peer counselors					\$ -
Management and leadership support (beyond admin)	\$ 16,740.00				\$ 16,740.00
Travel expenses associated with service delivery	\$ 2,880.00				\$ 2,880.00
Other (specify):					\$ -

**Administration**

Participant stipends for governance roles	\$ 2,880.00				\$ 2,880.00
Training and technical assistance	\$ 500.00				\$ 500.00
Supplies, materials, or equipment	\$ 2,500.00				\$ 2,500.00
Communications and marketing					\$ -
Software licenses or other technology	\$ 850.00				\$ 850.00
Travel expenses not associated with service delivery					\$ -
Other (specify): Admin (Solid Ground & Merrick)	\$ 9,000.00				\$ 9,000.00

**Subtotal Family Homeless Prevention and Assistance**

\$ 164,247.00	\$ -	\$ -	\$ -	\$ -	\$ 164,247.00
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**Grand Total**

\$ 164,247.00	\$ 456,425.00	\$ -	\$ -	\$ -	\$ 620,672.00
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**Homework Starts with Home**

Budget - Program Year 3  
Solid Ground

**Assumptions:**

Households to be served with Housing Trust Fund  
Average rental assistance cost per household per month

22
\$ -

Solid Ground      Lutheran Social Serv      0      0      0 Total

**Housing Trust Fund**

**Direct Assistance**

Temporary rental assistance	\$ 2,295.00				\$ 2,295.00
Rapid re-housing rental assistance (up to 24 months)	\$ 203,720.00				\$ 203,720.00
Security deposits	\$ 573.00				\$ 573.00
Rental application fees	\$ 100.00				\$ 100.00
Utility connection fees					\$ -

**Administration**

Administrative costs (\$68 /household /month)	\$ 14,756.00				\$ 14,756.00
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**Subtotal Housing Trust Fund**

\$ -	\$ 221,444.00	\$ -	\$ -	\$ -	\$ 221,444.00
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**Family Homeless Prevention and Assistance Program**

**Direct Assistance**

Temporary rental assistance					\$ -
Rapid re-housing rental assistance (up to 24 months)					\$ -
Security deposits					\$ -
Rental application fees					\$ -
Utility connection fees					\$ -
Utility arrearages					\$ -
Transportation assistance					\$ -
Housing inspection costs	\$ 300.00				\$ 300.00
Other undesignated financial assistance (specify):					
One time prevention assistance; Bridging payments	\$ 21,494.00				\$ 21,494.00

**Support Services**

Case managers or housing navigators	\$ 76,314.00				\$ 76,314.00
School social workers or school-family liaisons					\$ -
Participant advisors or peer counselors					\$ -
Management and leadership support (beyond admin)	\$ 12,555.00				\$ 12,555.00
Travel expenses associated with service delivery	\$ 2,056.00				\$ 2,056.00
Other (specify):					\$ -

**Administration**

Participant stipends for governance roles	\$ 2,160.00				\$ 2,160.00
Training and technical assistance	\$ 400.00				\$ 400.00
Supplies, materials, or equipment	\$ 2,500.00				\$ 2,500.00
Communications and marketing					\$ -
Software licenses or other technology	\$ 650.00				\$ 650.00
Travel expenses not associated with service delivery					\$ -
Other (specify): Admin (Solid Ground & Merrick)	\$ 6,750.00				\$ 6,750.00

**Subtotal Family Homeless Prevention and Assistance**

\$ 125,179.00	\$ -	\$ -	\$ -	\$ -	\$ 125,179.00
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**Grand Total**

\$ 125,179.00	\$ 221,444.00	\$ -	\$ -	\$ -	\$ 346,623.00
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**Homework Starts with Home**

Budget - Total  
Solid Ground

**Assumptions:**

Unique households to be served with Housing Trust Fund 31  
Average rental assistance cost per household per month

	Solid Ground	Lutheran Social Service of	0	0	0 Total
<b>Housing Trust Fund</b>					
<b>Direct Assistance</b>					
Temporary rental assistance	\$ -	\$ 146,745.00	\$ -	\$ -	\$ 146,745.00
Rapid re-housing rental assistance (up to 24 months)	\$ -	\$ 719,547.00	\$ -	\$ -	\$ 719,547.00
Security deposits	\$ -	\$ 34,356.00	\$ -	\$ -	\$ 34,356.00
Rental application fees	\$ -	\$ 1,340.00	\$ -	\$ -	\$ 1,340.00
Utility connection fees	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Administration</b>					
Administrative costs (\$68 /household /month)	\$ -	\$ 56,712.00	\$ -	\$ -	\$ 56,712.00
<b>Subtotal Housing Trust Fund</b>	<b>\$ -</b>	<b>\$ 958,700.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 958,700.00</b>
<b>Family Homeless Prevention and Assistance Program</b>					
<b>Direct Assistance</b>					
Temporary rental assistance	\$ -	\$ -	\$ -	\$ -	\$ -
Rapid re-housing rental assistance (up to 24 months)	\$ -	\$ -	\$ -	\$ -	\$ -
Security deposits	\$ -	\$ -	\$ -	\$ -	\$ -
Rental application fees	\$ -	\$ -	\$ -	\$ -	\$ -
Utility connection fees	\$ -	\$ -	\$ -	\$ -	\$ -
Utility arrearages	\$ -	\$ -	\$ -	\$ -	\$ -
Transportation assistance	\$ -	\$ -	\$ -	\$ -	\$ -
Housing inspection costs	\$ 6,975.00	\$ -	\$ -	\$ -	\$ 6,975.00
Other undesignated financial assistance (specify)	\$ 60,136.00	\$ -	\$ -	\$ -	\$ 60,136.00
<b>Support Services</b>					
Case managers or housing navigators	\$ 279,818.00	\$ -	\$ -	\$ -	\$ 279,818.00
School social workers or school-family liaisons	\$ -	\$ -	\$ -	\$ -	\$ -
Participant advisors or peer counselors	\$ -	\$ -	\$ -	\$ -	\$ -
Management and leadership support (beyond admin)	\$ 46,035.00	\$ -	\$ -	\$ -	\$ 46,035.00
Travel expenses associated with service delivery	\$ 7,816.00	\$ -	\$ -	\$ -	\$ 7,816.00
Other (specify)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Administration</b>					
Participant stipends for governance roles	\$ 7,920.00	\$ -	\$ -	\$ -	\$ 7,920.00
Training and technical assistance	\$ 1,400.00	\$ -	\$ -	\$ -	\$ 1,400.00
Supplies, materials or equipment	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00
Communications and marketing	\$ -	\$ -	\$ -	\$ -	\$ -
Software licenses or other technology	\$ 2,350.00	\$ -	\$ -	\$ -	\$ 2,350.00
Travel expenses associated with service delivery	\$ -	\$ -	\$ -	\$ -	\$ -
Other (specify)	\$ 24,750.00	\$ -	\$ -	\$ -	\$ 24,750.00
<b>Subtotal Family Homeless Prevention and Assistance</b>	<b>\$ 444,700.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 444,700.00</b>
<b>Grand Total</b>	<b>\$ 444,700.00</b>	<b>\$ 958,700.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,403,400.00</b>

**Project/Grantee Name: Suburban Homework Starts with Home – Lutheran Social Service of MN**

**Instructions:** The purpose of the Homework Starts with Home (HSWH) Work Plan is to describe the budget, outputs (households served), or activities that may have been adjusted due to the final HSWH award amount. The Work Plan also requests verification of the Housing Trust Fund (HTF) subsidy option Grantee will be using in its Program (if applicable), and requests HMIS contact information. The Work Plan outlines Program expectations regarding eligibility and selection, the role of participants in enhancing Program design, monitoring, reporting, and HMIS. The HSWH Work Plan must be submitted and approved by Minnesota Housing prior to the execution of the Grant Contract Agreement.

**1. Eligibility and Selection**

**Expectation: Consistent eligibility criteria and established referral processes.**

Eligible populations under the Homework Starts with Home initiative include two overlapping groups of people who are homeless or at imminent risk of homelessness: (a) families with children eligible for a pre-Kindergarten through grade 12 academic program and (b) youth (with or without children of their own) who are eligible for an academic program through grade 12 and who are facing housing instability due to their parent or guardian not actively involved in their upbringing.

Because funds are limited, it is the expectation that applicants will utilize assessment processes and tools (below) to target funds to households with the greatest need.

All homeless households served by the Program will be identified through the local Coordinated Entry (CE) system organized through the local Continuum of Care (CoC).

For people at imminent risk of homelessness, MHFA expects the household be assessed using the Minnesota Prevention Assessment Tool (M-PAT). This may or may not occur in conjunction with an applicant’s local CoC region or CE process.

The Program structure for all households, whether assessed through CE or via the M-PAT, must account for the fact that interventions may vary (e.g. may include temporary financial assistance, rapid rehousing, supportive housing) and households will be assessed through a Progressive Engagement approach (i.e., typically starting with a light-touch intervention and increasing in intensity and duration, if necessary, based on the family’s needs).

Eligible participants for Housing Trust Fund (HTF) resources are limited to families whose gross incomes at the time of initial occupancy do not exceed 60% of the median income for the metropolitan area for the given family size, as determined by the U.S. Housing and Urban Development (HUD). In addition, before providing HTF assistance for any housing unit, the unit must pass a Housing Quality Standards (HQS) inspection by a qualified HQS inspector. The Grantee may not provide HTF assistance on behalf of the household until the unit fully complies with the HQS inspection. HQS inspections must be conducted annually.

Eligible participants for the Family Homeless Prevention and Assistance Program (FHPAP) are limited to households at or below 200% of the federal poverty level.

**2. Budget and Projected Households**



**Expectation: The Grantee must adjust its budget and projected number of households to be served to match the award provided by MHFA. The final budget document, including the projected number of households to be served, must reflect the spirit and intent of the initial application.**

1. Submit copies of the updated budget spreadsheets for the master budget, Grantee budget and subgrantee budgets (Exhibit E).
2. If the budget and outputs have been adjusted proportionately but no change has been made to the anticipated services or activities, the Grantee does not need to respond in the section that follows. If, however, adjustments have been made that differ from the initial application, describe:
  - Details of any revisions to the proposed activities based on the award amount
  - Details of any revisions to the proposed households served based on the award amount
  - Rationale for any budget items that have significantly higher or significantly lower costs per household than in the initial application

**Response: The number of households to be served has been adjusted based on the grant awarded, which was 63% of our request. The original proposal was to serve 80 households (10 carryover + 70 new), and we now propose to serve 62 households (10 carryover + 52 new), or 77% of original.**

### **3. Role of Participants in Enhancing Program Design**

**Expectation: Persons with lived expertise will be included in Program planning and implementation.**

Students and their families with lived experience of homelessness or housing instability will be engaged in guiding the implementation and refinement of the Program as outlined in the Grantee's application.

### **4. Housing Trust Fund (HTF) Subsidy Structure**

**Expectation: Established subsidy structure.**

For participants receiving HTF rental assistance, one of two options can be used to determine subsidy amounts.

**Check the box that corresponds to the subsidy option utilized:**

**30% of Income Subsidy-** *Rental subsidy will pay the difference between 30% of gross household income and the lesser of the gross rent or the area payment standard for the applicable sized unit.*

**OR**

**CAP Subsidy-** *The participant payment will be determined as follows: 1) Grantee will determine 30% of the household's gross monthly income. 2) Grantee will determine the difference between the gross rent or payment standard (whichever is lower) and 30% of the household's gross income. 3) Grantee will compare the difference found in step #2 to the subsidy cap, based on the appropriate unit size, and the subsidy portion will be the lesser of the comparison done in step 3. An example of a CAP subsidy structure is: 1 bedroom \$350 subsidy; 2 bedroom \$500 subsidy; 3 bedroom \$650 subsidy; and 4 or more bedrooms is a \$750 subsidy.*

**If CAP Subsidy is checked, describe the Program's CAP subsidy structure:**

**5. Monitoring**

**Expectation: Regular and ongoing monitoring of participant records and financial files.**

At least annually, the Grantee and collaborative partners will monitor each organization that provides funded activities. Monitoring must include review of participant records that document eligibility and service provision. It should also include the review of financial files for eligible expenses, invoicing, and supporting documentation.

**6. Reporting and HMIS**

**Expectation: Timely, accurate reporting and analysis of data.**

Data for all households served will be entered into the Homeless Management Information System (HMIS). In order to comply with quarterly and annual reporting requirements, timely data entry is expected. Participant data must be entered into HMIS within 30 days of Program enrollment. Grantees are required to regularly review and analyze their Program's HMIS data for accuracy and Program evaluation.

The Grantee will also submit to MHFA quarterly expenditure reports, along with annual narrative reports that include actual Program results compared to Program objectives.

**Complete the table below for each agency that will be entering household data into HMIS:**

Agency	HMIS Staff Contact	Email Address
Solid Ground	Sandy Deutsch	slddeutsch@solidgroundmn.org
Solid Ground	Levi Schultz	lschultz@solidgroundmn.org

**\*Note: Solid Ground will be completing all HMIS data entry on behalf of Suburban HSWH partners.**

# **Suburban Homework Starts with Home Memorandum of Understanding**

This Memorandum of Understanding (MOU), executed this day, the 19th of November, 2021, is between Lutheran Social Service of Minnesota (“LSS”), Solid Ground, Ramsey County, Merrick Community Services (“Merrick”), Saint Andrews Community Resource Center (“CRC”), Comunidades Latinas Unidas en Servicio (“CLUES”) and the Suburban Ramsey Family Collaborative (“SRFC”).

## **Purpose and Objective**

This MOU is to establish the scope of work, program policies, roles and responsibilities of the above-named partners in implementing the Suburban Homework Starts with Home (“HSWH”) Partnership (“Partnership”) to house families experiencing or at risk of homelessness in stable, affordable housing in the communities served by Minnesota Independent School Districts 621 (Moundsvew), 622 (Oakdale/N St Paul/Maplewood), 623 (Roseville), and 624 (White Bear Lake).

The purpose of the HSWH Partnership is to prevent homelessness for families with children in grades Pre-K-12, and to move homeless families quickly out of shelter or other housing instability into stable housing within the above-named school district communities in suburban Ramsey and Washington Counties.

## **Agency Contacts**

Unless otherwise notified, the following individuals will serve as the project contacts for the HSWH Partners:

- Lutheran Social Service of Minnesota, Lead Applicant and Housing Trust Fund Grantee:  
Jaime Stampely, Director of Housing Services
- Ramsey County, Family Homelessness Prevention & Assistance Program (FHPAP) Grantee:  
Loni Aadalen, Planning Specialist II/FHPAP & CoC Coordinator
- Solid Ground, FHPAP subgrantee and lead service provider:  
Trisha Kauffman, Executive Director
- Merrick Community Services, HSWH housing and prevention partner:  
Daniel Rodriguez, Executive Director
- St. Andrews Community Resource Center, HSWH prevention partner:  
Carlos Gantchoff, Executive Director
- Comunidades Latinas Unidas en Servicio, HSWH prevention partner:  
Ruby Azurdia-Lee, President

# **Suburban Homework Starts with Home**

## ***Memorandum of Understanding***

- Suburban Ramsey Family Collaborative, HSWH partner:  
Mary Sue Hansen, Executive Director

### **Roles and Responsibilities**

It is understood that LSS, Solid Ground, Ramsey County, Merrick, CRC, CLUES and SRFC staff work together as a team and in partnership with students, their families and collaborative partners, to effectively meet the needs of families in the HSWH partnership. This level of collaboration will require exceptional, thorough and timely communication between all parties. Therefore, all parties agree to collectively communicate any cause of concern pertaining to any and all items that affect the overall success of HSWH in a timely manner. In addition, to ensure smooth processes and communication, all parties will meet regularly, as detailed elsewhere in this MOU, to review roles and the project as a whole.

The parties to this MOU also understand the importance of their separate and distinct responsibilities, as detailed below.

All partners agree to advise one another about pertinent matters or concerns related to HSWH barriers to success throughout the grant period. This includes initial and ongoing eligibility and all issues that might impact continuance of a rental subsidy where student academic success, family stability and property owners/managers are concerned.

Each party is bound by confidentiality standards regarding the exchange of applicant information. Informed consent will be provided to families and appropriate releases will be secured when confidential participant information is shared.

### **Role of the Lead Applicant and HTF Administrator**

LSS will provide the following administrative services:

- Assume all duties expected of the Lead Applicant as required by Minnesota Housing,
- Keep all documentation and third-party information obtained to execute rental assistance per Minnesota Housing Trust Fund Rental Assistance requirements.
- Collaborate with Solid Ground to collect required file documentation for implementation of the HTF program including verification to determine eligibility and compliance with program standards for all participating households.
- Request rental assistance payments from Minnesota Housing.
- Submit invoices for rental subsidy reimbursement to MN Housing by the 15<sup>th</sup> of each month.
- Retain all required paperwork for landlords and tenants as required by MN Housing.

## **Suburban Homework Starts with Home *Memorandum of Understanding***

- Make timely rental assistance payments to contracted landlords.
- Cooperate in monitoring and/or participate in audits or other reporting requirements to project funders.
- Collect administrative fees for administering the MHFA Rental Assistance contract.
- Oversee HMIS data entry and reporting by Solid Ground and execute an HMIS Coordinated Service Agreement in order to share client data as needed.
- Participate in regularly scheduled HSWH Partnership meetings.

### **Role of the Participating Government Entity and FHPAP Grantee:**

Ramsey County will:

- Receive and distribute Family Homeless Prevention and Assistance Program (FHPAP) funding to the subgrantee(s) in support of the grant activities as outlined in the project workplan.
- Monitor FHPAP expenditures and submit quarterly output and expenditure reports in compliance with Minnesota Housing guidelines and reporting priorities.
- Conduct a site visit and monitoring of the FHPAP subgrantee(s) at least annually.
- Execute an HMIS Coordinated Service Agreement in order to share client data as needed.
- Participate in regularly scheduled HSWH Partnership meetings as needed.

### **Role of the FHPAP Subgrantee and Lead Service Provider**

Solid Ground will:

- Support LSS in fulfilling all responsibilities of the Lead Applicant, such as data and narrative reporting and monitoring the grant budget and program outcomes.
- Hire and supervise the Housing Navigator, Family Advocate and Children's Services Specialist and assume all other responsibilities as an employer of these staff.
- Provide the above-named staff with office space and associated amenities/supplies, including computer, Internet access and mobile phone.
- Work with Coordinated Entry (CE) and school-linked Community Social Workers (CSW) and Community Resource Navigators (CRN) to receive referrals, conduct and document participant intake and housing stability planning.
- Obtain necessary client Consent Forms and Releases of Information to allow information sharing between the referring agency and landlord(s) and between the referring agency and other agencies as needed.
- Contract with qualified Housing Quality Standards (HQS) inspectors and coordinate housing inspections as part of the HTF eligibility process.
- Collect income verification and other documents needed to determine eligibility for HTF rental assistance.

## **Suburban Homework Starts with Home**

### ***Memorandum of Understanding***

- Coordinate activities with the HTF Administrator to help ensure prompt and accurate payment of rental assistance.
- Provide or connect participants to training on issues related to landlord-tenant rights and responsibilities, fair housing laws, budgeting, and/or other training necessary to assist participants to maintain permanent housing. The training will include the consequences of not abiding by the lease agreement and housing goal plan.
- Refer or otherwise connect participants to other community service providers that may be able to help participants overcome barriers to obtaining or maintaining housing.
- Respond to problems that arise concerning the participant's tenancy during the application process and through their participation in the Collaborative.
- Perform data entry and reporting using the Homeless Management Information System (HMIS) and execute an HMIS Coordinated Service Agreement in order to share client data with other HSWH partners as needed.
- Help organize and support the work of the Parent/Student Advisory Team.
- Lead and participate in regularly scheduled HSWH partnership meetings.

#### **Role of Other MOU Partners:**

Merrick Community Services will:

- Hire and supervise a Housing Navigator and assume all other responsibilities as an employer of these staff.
- Provide the Housing Navigator with office space and associated amenities/ supplies, including computer, Internet access and mobile phone.
- Work with Coordinated Entry (CE) and school-linked Community Social Workers (CSW) and Community Resource Navigators (CRN) to receive referrals, conduct and document participant intake and housing stability planning.
- Obtain necessary client Consent Forms and Releases of Information to allow information sharing between the referring agency and landlord(s) and between the referring agency and other agencies as needed.
- Coordinate with Solid Ground to ensure that Housing Quality Standards inspections are completed as part of the HTF requirement Collect income verification and other documents needed to determine eligibility for HTF rental assistance.
- Coordinate activities with the Solid Ground team and LSS to help ensure prompt and accurate payment of rental assistance.
- Provide or connect participants to training on issues related to landlord-tenant rights and responsibilities, fair housing laws, budgeting, and/or other training necessary to assist participants to maintain permanent housing. The training will include the consequences of not abiding by the lease agreement and housing goal plan.

## **Suburban Homework Starts with Home**

### ***Memorandum of Understanding***

- Refer or otherwise connect participants to other community service providers that may be able to help participants overcome barriers to obtaining or maintaining housing.
- Respond to problems that arise concerning the participant's tenancy during the application process and through their participation in the Collaborative.
- Provide information needed for data entry and reporting using the Homeless Management Information System (HMIS) and execute an HMIS Coordinated Service Agreement in order to share client data with other HSWH partners as needed.
- Provide financial assistance, using non-HSWH resources, to families referred for prevention assistance in order to bridge the gap until household eligibility for HTF temporary rental assistance is verified.
- Provide supportive services to families receiving prevention rental assistance, in conjunction with school-linked Community Social Workers/Resource Navigators.
- Help organize and support the work of the Parent/Student Advisory Team.
- Participate in regularly scheduled HSWH Partnership meetings.

St. Andrew's Community Resource Center will:

- Provide referrals for families needing prevention assistance who do not qualify for other rent assistance resources.
- Provide financial assistance, using non-HSWH resources, to families referred for prevention assistance in order to bridge the gap until household eligibility for HTF temporary rental assistance is verified.
- Provide supportive services to families receiving prevention rental assistance, in conjunction with school-linked Community Social Workers/Community Resource Navigators.
- Provide completed HMIS entry, update and exit forms (for Solid Ground to enter into the system) and execute an HMIS Coordinated Service Agreement in order to share client data as needed.
- Help support the work of the Parent/Student Advisory Team.
- Participate in regularly scheduled HSWH Partnership meetings.

CLUES will:

- Provide referrals for families needing prevention assistance who do not qualify for other rent assistance resources.
- Provide supportive services to families receiving prevention rental assistance, through school-linked Community Social Workers/Community Resource Navigators.
- Provide completed HMIS entry, update and exit forms (for Solid Ground to enter into the system) and execute an HMIS Coordinated Service Agreement in order to share client data as needed.
- Help support the work of the Parent/Student Advisory Team.
- Participate in regularly scheduled HSWH Partnership meetings.

# Suburban Homework Starts with Home

## *Memorandum of Understanding*

Suburban Ramsey Family Collaborative will:

- Assist with project evaluation and progress reporting.
- Support community conversations and Community Resource Fairs to expand access to resources that support health and well-being, basic needs resource access and financial health and wealth creation. This community engagement work also builds social capital and shared leadership across race, age, class, culture and other means of social identity.
- Facilitate regular school-linked Combined Team Meetings with Community Social Workers/Community Resource Navigators, HSWH staff, Safe Families and the Cultural Brokers.
- Inform partners about low cost or free trainings and professional development opportunities that are trauma-informed/race-informed as well as trainings related to the HWSH Preliminary Practice Model.
- Help support the work of the Parent/Student Advisory Team.
- Participate in regularly scheduled HSWH Partnership meetings

### Communication and Partner Meetings

**The Homework Starts with Home (HSH) Leadership Team** will meet monthly, led by the lead service provider, Solid Ground, and includes representatives from Merrick, St. Andrews, CLUES, Lutheran Social Service, SRFC, Ramsey County and a representative of the school districts. Their purpose will be to discuss how grant activities are taking shape, monitor the budget, address successes and challenges and respond to emerging needs.

**The HSWH Parent/Student Advisory Team** will meet at least every other month, convened by Solid Ground HSWH staff, and includes students and families who are, or have been, supported by the HSWH staff or a CSW/Solid Ground team. Parents and students will discuss how they want meetings to progress (i.e. whether they want to elect a facilitator(s) or rotate facilitation or do a circle process, etc.) We have money budgeted for stipends in this grant for parents and students who agree to offer their time and leadership on the advisory team.

**SRFC School-Linked CSW/CRN's and Housing Navigators will meet together regularly.** Using Community Self-Healing tools, families working with the HSWH staff and CSW/CRN's will gather together to share resources and wisdom that helped them overcome barriers while networking and offering peer support to other families going through similar situations. Students and families who have 'graduated' from the program will be celebrated at each event and asked to share a few words of encouragement to all those still working towards their housing stability goals, if they so choose. CSW/CRN's and the HSWH staff will convene and facilitate these gatherings.



# **Suburban Homework Starts with Home**

## ***Memorandum of Understanding***

### **Decision-making Process**

Whenever possible, policy decisions will be made by consensus among the Collaborative partners. As the lead service provider and employer of the HSWH staff, Solid Ground reserves the right to set policies, procedures and employment practices and to accept or deny participant referrals in accordance with its responsibilities and obligations under any HSWH contracts and awards, and in conjunction with LSS as the lead applicant and HTF grantee and Ramsey County as the FHPAP grantee. Merrick Community Services reserves the same rights as the employer of its HSWH-dedicated Housing Navigator.

### **Shared Eligibility Criteria and Participant Referral Process**

The HSWH Collaborative is designed to serve families with children in grades preK-12 who are experiencing or are at risk of homelessness in ISD 621, 622, 623 and 624, and who are referred by the schools' Homeless Liaisons and/or school-linked Community Social Workers. Services and rental assistance will be targeted to families who are homeless and meet the following criteria:

- People of underserved and under-supported populations in the schools, including Black, Indigenous and People of Color (BIPOC), and Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, and Intersex (LGBTQI).
- Students and families on the school-linked CSW/CRN waiting lists in each of the districts.
- Families residing in shelter with the CRC who require housing assistance to successfully transition out of shelter and maintain housing stability.

The Housing Navigators and CSW/CRN's will work in conjunction with the local Coordinated Entry systems to make and accept referrals for Temporary Rental Assistance and Rapid Rehousing.

Referrals for preventative Rapid Rehousing will also follow the above-mentioned criteria, with the exception of Coordinated Entry as it does not currently exist for prevention efforts.

Eligible households must meet income requirements and all other criteria as set forth in the HTF and FHPAP grantee contracts.

Referrals for Temporary Rental Assistance and Rapid Rehousing will be accepted by the Housing Navigators on a monthly basis until an agreed upon maximum number of households are enrolled in the program (both those in housing search and housed).

# Suburban Homework Starts with Home

## *Memorandum of Understanding*

### Performance Measures

**Outputs:** The Collaborative is projected to serve 31 new households experiencing homelessness with Rapid Rehousing Rental Assistance and another 21 new households with Temporary Rental Assistance to prevent homelessness, in addition to 10 existing households carried forward from the partnership's expiring HSWH 2021-2022 grant(s).

**Outcomes:** The success of the project will be measured against the following outcome measures:

1. Reduce the number of people who become homeless for the first time (*prevent*):  
80% of 23 families receiving prevention assistance will avoid homelessness.
2. Reduce the total number of people experiencing homelessness (*rare*):  
90% of 39 families experiencing homelessness and referred to HSWH are housed
3. Reduce the amount of time people experience homelessness (*brief*):  
75% of 39 families experiencing homelessness are placed in housing within 3 months of program enrollment.
4. Reduce the number of people who return to homelessness (*one-time*):  
90% of 39 families receiving RRH rental assistance will maintain housing stability at program exit.
5. Increase equitable outcomes for households who are disparately impacted by homelessness (*equity*):  
100% of BIPOC and LGBTQI families served will have as good or better housing outcomes than their white counterparts in HSWH.
6. Improve school attendance and academic achievement among students who have experienced or who are at risk of homeless:  
80% of 123 students served will experience improvement in school attendance and achievement, as reported by their parent(s) and MDE/MARSS.

### Homeless Management Information System (HMIS)

Solid Ground will perform HMIS data entry and reporting as required by HSWH grant funding. All grantees (Solid Ground, LSS and Ramsey County) as well as Merrick, CLUES and CRC will execute an HMIS Coordinated Service Agreement and participants will be asked to sign Releases of Information, in order to share data in HMIS.

# **Suburban Homework Starts with Home**

## ***Memorandum of Understanding***

### **Reporting**

As Lead Applicant, LSS is responsible for reporting expenditures, households served and other HSWH related information, including an annual narrative report to MN Housing. As the lead service provider, Solid Ground is responsible for compiling the data needed for these submissions, including preparation of the annual report to MN Housing.

The Suburban HSWH partnership will also participate in the design and implementation of any qualitative and quantitative evaluations by MN Housing and the University of Minnesota.

### **Term of the Agreement**

This MOU shall be in effect beginning January 1, 2022, or the date of execution, whichever is later; and will end September 30, 2024.

This MOU may be revised or amended solely by the written consent of all parties. Any changes in the MOU must be communicated to the Minnesota Housing Finance Agency within 30 days, in accordance with HSWH grantee contracts.

**The rest of this page is left blank intentionally**

**Suburban Homework Starts with Home  
Memorandum of Understanding**

**Signatures:**

**Jaime Stampley**

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Jaime Stampley  
Director of Housing Services  
Lutheran Social Service of MN

**11/22/2021**

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Date

**Keith A. Lattimore**

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Keith Lattimore  
Director, Housing Stability Department  
Ramsey County

**11/22/2021**

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Date

**Loni Aadalen**

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Loni Aadalen  
Planning Specialist II/FHPAP & CoC Coordinator  
Ramsey County

**11/22/2021**

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Date

**Trisha C Kauffman**

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Trisha Cummins Kauffman  
Executive Director  
Solid Ground

**11/23/21**

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Date

**Daniel A. Rodriguez**

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Daniel Rodriguez  
Executive Director  
Merrick Community Services

**November 23, 2021**

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Date

**Carlos Gantchoff**

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Carlos Gantchoff  
Executive Director  
St. Andrew's Community Resource Center

**11/23/2021**

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Date

**Ruby Lee**

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Ruby Azurdia-Lee  
President  
Comunidades Latinas Unidas en Servicio

**11/24/2021**

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Date

**Mary Sue Hansen**

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Mary Sue Hansen  
Executive Director  
Suburban Ramsey County Family Collaborative

**Mary Sue Hansen**


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Date

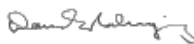
Signature:   
Jaime Stampley (Nov 22, 2021 12:46 CST)  
Email: [jaime.stampley@lssmn.org](mailto:jaime.stampley@lssmn.org)


Signature:   
Email: [loni.aadalen@co.ramsey.mn.us](mailto:loni.aadalen@co.ramsey.mn.us)


Signature:   
Carole Gantchoff (Nov 23, 2021 06:01 MST)  
Email: [cgantchoff@saintandrews.org](mailto:cgantchoff@saintandrews.org)

Signature:   
Mary Sue Hansen (Nov 24, 2021 16:34 CST)  
Email: [marysue.hansen@isd623.org](mailto:marysue.hansen@isd623.org)

Signature:   
Keith Lattimore (Nov 22, 2021 16:25 CST)  
Email: [keith.lattimore@co.ramsey.mn.us](mailto:keith.lattimore@co.ramsey.mn.us)

Signature:   
Email: [drodriguez@merrickcs.org](mailto:drodriguez@merrickcs.org)

Signature:   
Email: [rlee@clues.org](mailto:rlee@clues.org)

Signature:   
Email: [tckauffman@solidgroundmn.org](mailto:tckauffman@solidgroundmn.org)












# Homework Starts with Home MOU
















Final Audit Report

2021-11-25

Created:	2021-11-19
By:	Ong Yang (hwsh@solidgroundmn.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAttseJ_1W4HeVrRP5pjnP3EDxHt3cLab

## "Homework Starts with Home MOU" History

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2021-11-25 - 3:11:06 AM GMT

**MINNESOTA HOUSING FINANCE AGENCY  
GRANT CONTRACT AGREEMENT  
Homework Starts with Home  
Family Homeless Prevention and Assistance Program**

This Grant Contract Agreement is between the Minnesota Housing Finance Agency ("MHFA") and Ramsey County, 121 7th Place East, Suite 4000 St. Paul, MN 55101. ("GRANTEE").

**Recitals**

1. Under Minn. Stat. 462A.204, MHFA is empowered to enter into this Grant Contract Agreement.
2. MHFA is in need of a Family Homeless Prevention and Assistance Program (the "Program") to secure stable housing for families with school-age children who have moved frequently and for unaccompanied youth in order to reduce school absenteeism; stabilize children in one home setting or, at a minimum, in one school setting; and reduce shelter usage.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of MHFA. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this Grant Contract Agreement.

**Grant Contract Agreement**

**1 Term of Grant Contract Agreement**

**1.1 Effective date:**

January 1, 2022, Per [Minn. Stat.§16B.98](#), Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and MHFA's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

**1.2 Grant period:**

The Grant Contract Agreement period for the Program begins with the Effective Date of this Grant Contract Agreement and continues through **September 30, 2024**, (the "Grant Period"). All funds provided through this Grant Contract Agreement must be fully expended in compliance with this Grant Contract Agreement by the end of the Grant Period.

**1.3 Expiration date:**

December 31, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.4 Survival of Terms.**

The following clauses survive the expiration or cancellation of this Grant Contract Agreement: 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**

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1) and review the State of Minnesota Office of Grants Management policy 08-01, (Conflict of Interest for State Grant-Making). If the Grantee has knowledge or becomes aware of any actual, potential, perceived, or organizational conflicts of interest with respect to the Grant Contract Agreement, the Grantee shall immediately disclose the conflict of interest directly to MHFA.

- 2.1 The Grantee has submitted an application for funding under the Program, which as revised as required by MHFA, is attached hereto as **Exhibit A** and made a part hereof (the "Application"). The Grantee has submitted to MHFA a Work Plan for funding under the Program, which as revised as required by



MHFA, is attached hereto as **Exhibit B** and made a part hereof (the “Work Plan”). The Application and Work Plan are collectively known as the “Grantee’s Project Plan”. The Grantee shall perform the activities that are outlined in the Grantee’s Project Plan in accordance with the approved Budget (as defined below) specified in the Grantee’s Project Plan, or as otherwise approved in writing by MHFA.

2.2 The Grantee and their collaborative partners have entered into a Memorandum of Understanding (“the MOU”) attached hereto as **Exhibit C** that outlines how the activities described in the Grantee’s Project Plan will be performed on the local level. The Grantee and their collaborative partners further agree that any changes in the MOU must be communicated to MHFA within 30 days prior and that a MOU must remain in effect during the term of this Grant Contract Agreement that includes:

- a) Identification of the collaborative partners which, at a minimum, must include the Grantees of Family Homeless Prevention and Assistance and Housing Trust Fund. The identified partners may include other collaborators that do not receiving funding but will play important roles in the Program.
- b) The roles of each partner, including services they will provide and other important duties or responsibilities, and any special or unique contributions they will make to the Program such as providing priority or expedited access to existing resources they control.
- c) A description of how the collaboration will be managed and governed, including how decisions will be made, how communication will take place, and the mechanisms for managing the collaboration on an ongoing basis such as regular meetings among the parties.
- d) The shared eligibility criteria and any additional eligibility criteria required by each partner, and the process for selecting participants in the Program from among all eligible people.
- e) Identification of the entity or entities who will be responsible for reporting, including:
  - i. Narrative reports.
  - ii. HMIS (as defined below) data entry and submission of HMIS-generated reports.
  - iii. Financial reports.

2.3 The Grantee agrees to comply with all Program expectations and requirements outlined in the Program Guide located on the MHFA’s [website](#), which is incorporated into this Grant Contract Agreement.

#### 2.4 **Reporting**

The Grantee shall submit quarterly project reports to MHFA. These reports must be submitted in a template provided by MHFA and include actual Program results compared to Program objectives outlined in Grantee’s Project Plan. The Grantee shall submit to MHFA information about individual households served by the Grantee, as determined necessary by MHFA. Information about households served must be submitted to MHFA on a quarterly and annual basis by the due dates established in the Reporting Timeline, attached hereto as **Exhibit D**.

#### 2.5 **Evaluation**

The Grantee must participate in the design and implementation of a qualitative and quantitative evaluation being developed and implemented by MHFA and the University of Minnesota through a multidisciplinary faculty team led by the Institute of Child Development and two University Centers: Minnesota Linking Information for Kids (Minn-LInK) and the Center for Applied Research and Educational Improvement (CAREI) (the “Evaluation”). The Grantee will provide input for and participate in the Evaluation activities and will assist evaluators with gathering necessary data, securing data sharing agreements, and engaging enrolled households about their experiences. To the greatest extent possible, data collection for the Evaluation will be aligned with the reporting requirements. The Evaluation is intended to assess the impact of the Program to inform refinement, replication, and expansion, and to provide valuable information to the grantees and MHFA.

#### 2.6 **Minnesota Homeless Management Information System**

(a) The Grantee agrees that it will cooperate in good faith with Institute for Community Alliances (ICA)

(the “Administrator”), and any successors and/or assigns of the Administrator’s rights and responsibilities regarding the Minnesota Homeless Management Information System computerized database (“HMIS”) to (i) participate in and receive any training which the Administrator may require from time to time in order for the Grantee to be a licensed user of HMIS, and (ii) satisfy other reasonable requirements which may be imposed by the Administrator and MHFA in connection with HMIS.

- (b) The Grantee agrees that it will (i) request certain information from the individuals it serves through the Program, pursuant to Grantee’s agreement with the Administrator, (ii) input such information into HMIS in a timely manner, and (iii) run reports and test data for accuracy, as directed by the Administrator and MHFA.
- (c) The Grantee agrees that it will obtain any and all necessary disclosures, releases and consents in connection with the Program to permit MHFA to access information and receive periodic reports from the Administrator (additional information is available at <http://www.hmismn.org>), and the Grantee hereby expressly permits MHFA to access any and all such information.

## 2.7 *Contracts*

The Grantee shall include in any contract with a sub-grantee, in addition to the provisions necessary to define a sound and complete agreement, (i) all of the provisions contained in Section 2.6 hereof, to the extent that such contract relates to the licensing, training and other requirements regarding HMIS, (ii) provisions necessary for MHFA, or its representatives, or the Legislative or State Auditor for the State of Minnesota to inspect, audit, copy, or abstract, any and all of sub-grantee’s books, records, papers, or other documents relevant to the Grant Proceeds (as defined below) or the use of the Grant Proceeds thereof, (iii) provisions that sub-grantee is not allowed, without the prior written consent of MHFA, which consent may be withheld at the sole discretion of MHFA, to enter into any sub-contract or agreement that is relevant to the Grant Proceeds or the use of the Grant Proceeds, and (iv) all provisions necessary to assure sub-grantee compliance with applicable state laws. **Notwithstanding the foregoing, MHFA reserves the right to limit, at any time and in its sole discretion, the ability of the Grantee to enter into any contract relevant to the Grant Proceeds or the use of the Grant Proceeds.**

## 3 **Time**

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence.

## 4 **Consideration and Payment**

### 4.1 *Consideration.*

MHFA will pay for all services performed by the Grantee under this Grant Contract Agreement as follows:

#### (a) *Compensation*

The Grantee will be paid up to a maximum of \$432,325.00 per the breakdown of costs contained in the Budget (the “Budget”), which is attached and incorporated into this Grant Contract Agreement as **Exhibit E**.

#### (b) *Travel Expenses*

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Grant Contract Agreement will not exceed \$12,375.00; 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 MHFA’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**(c) Total Obligation.**

The total obligation of MHFA for all compensation and reimbursements to the Grantee under this Grant Contract Agreement will not exceed \$444,700.00 (the “Grant Proceeds”).

**4.2 Payment**

**(a) Disbursements**

The disbursement of the Grant Proceeds is as follows:

- (i) One-eleventh of the total amount of the Grant Proceeds will be disbursed upon execution of the Grant Contract Agreement.
- (ii) One-eleventh of the remaining amount of the Grant Proceeds, at MHFA’s sole discretion and subject to funding availability, until the Grant Proceeds are fully disbursed, at the beginning of each quarter of MHFA’s fiscal year during the term of this Grant Contract Agreement.

**(b) Unexpended Funds**

The Grantee must promptly return to MHFA within 60 days of the end of the Grant Period, any unexpended funds that have not been accounted for annually in a financial report to MHFA due at grant closeout.

**(c) Interest Earnings**

Interest accruing on the Grant Proceeds held by the Grantee shall be applied in accordance with the permitted activities outlined in Grantee’s Project Plan.

**4.3 Contracting and Bidding Requirements**

**(a)** Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

**(b)** Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

**(c)** Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

**(d)** The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- b. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
- c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)

**(e)** The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

**(f)** The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

**(g)** Notwithstanding (a) - (d) above, MHFA may waive bidding process requirements when:

- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.

- It is determined there is only one legitimate or practical source for such materials or services and that the Grantee has established a fair and reasonable price.

(h) 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.

(i) The Grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

## 5 Conditions of Payment

All services provided by the Grantee under this Grant Contract Agreement must be performed to MHFA's satisfaction, as determined at the sole discretion of the MHFA'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 MHFA to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 Authorized Representative

MHFA's Authorized Representative is James Lehnhoff, Multifamily Assistant Commissioner, 400 Wabasha St N, Suite 400, St. Paul, MN 55102; 651.296.3028, [james.lehnhoff@state.mn.us](mailto:james.lehnhoff@state.mn.us) 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 Agreement. If the services are satisfactory, the MHFA's Authorized Representative will certify acceptance on each invoice submitted for payment. The Authorized Representative may delegate certain responsibilities to the Program Manager: Diane Elias, 651.284.3176, [diane.elias@state.mn.us](mailto:diane.elias@state.mn.us)

The Grantee's Authorized Representative is Susan Earle, Deputy Director of Finance, 121 7th Place East, Suite 4000 St. Paul, MN 55101, 651.266.8041, [susan.earle@co.ramsey.mn.us](mailto:susan.earle@co.ramsey.mn.us). If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify MHFA.

## 7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

### 7.1 Assignment

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

### 7.2 Amendments

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

### 7.3 Waiver

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

### 7.4 Grant Contract Agreement Complete

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

## 8 Liability

The Grantee must indemnify, save, and hold MHFA, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by MHFA, arising from the performance of this Grant Contract Agreement 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 MHFA's failure to fulfill its obligations under this Grant Contract Agreement.

## 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 Contract Agreement or transaction are subject to examination by MHFA and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Contract 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 Rights

### 10.1 Government Data Practices

The Grantee and MHFA must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MHFA under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. 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 MHFA. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify MHFA. MHFA 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

(a) MHFA owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Grant Contract Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The documents will be the exclusive property of MHFA and all such documents must be immediately returned to MHFA by the Grantee upon completion or cancellation of this Grant Contract Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to MHFA. The Grantee must, at the request of MHFA, execute all papers and perform all other acts necessary to transfer or record MHFA's ownership interest in the works and documents.

#### (b) Obligations

- (1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant Contract Agreement, the Grantee will immediately give MHFA's Authorized Representative written notice thereof, and must promptly furnish MHFA's Authorized Representative with complete information and/or disclosure thereon.
- (1) Representation. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of MHFA, and that neither the Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that

the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. The Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MHFA, at Grantee's expense, from any action or claim brought against MHFA to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or MHFA's opinion is likely to arise, the Grantee must, at the MHFA's discretion, either procure for MHFA the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of MHFA will be in addition to and not exclusive of other remedies provided by law.

## **11 Workers Compensation and Insurance**

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 MHFA 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 MHFA's obligation or responsibility.

The Grantee will obtain additional insurance as described in **Exhibit F**.

## **12 Publicity and Endorsement**

### **12.1 Publicity**

Any publicity regarding the subject matter of this Grant Contract Agreement must identify MHFA as the sponsoring agency and must not be released without prior written approval from MHFA'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 Agreement. All projects primarily funded by state grant appropriations must publicly credit MHFA, including on the Grantee's website when practicable.

### **12.2 Endorsement**

The Grantee must not claim that MHFA 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 Agreement. Venue for all legal proceedings out of this Grant Contract Agreement, 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 MHFA**

MHFA may immediately terminate this Grant Contract Agreement 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**

MHFA may immediately terminate this Grant Contract Agreement if MHFA finds that there has been a failure to comply with the provisions of this Grant Contract Agreement, 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. MHFA may take action to protect the interests of MHFA, 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**

MHFA may immediately terminate this Grant Contract Agreement if:

- (a) It does not obtain funding from the Minnesota Legislature
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. MHFA 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. MHFA will not be assessed any penalty if this Grant Contract Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MHFA must provide the Grantee notice of the lack of funding within a reasonable time of MHFA'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 MHFA, 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 Fraud Disclosure**

Fraud is any intentionally deceptive action made for personal gain or to damage another. Any person or entity (including its employees and affiliates) that enters into an agreement with MHFA and witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud or embezzlement has occurred must immediately make a report to:

- MHFA's Chief Risk Officer at 651.296.7608 or 800.657.3769;
- Any member of MHFA's [Servant Leadership Team](#); or
- [EthicsPoint](#), the state hotline reporting service vendor.

#### **17 Suspension**

By entering into any agreement with MHFA, a contracting party represents that the contracting party (including its employees or affiliates that will have direct control over the subject of the agreement) has not been suspended from doing business with MHFA. Please refer to MHFA's website for a list of [suspended individuals and organizations](#).

**1. 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.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. MINNESOTA HOUSING FINANCE AGENCY**

By: \_\_\_\_\_

(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Grantee



# Board of Commissioners

## Request for Board Action

Item Number: 2021-726

Meeting Date: 12/14/2021

**Sponsor:** Health and Wellness Administration

### Title

Amendment to Agreement with NextGen Healthcare Information Systems, LLC for Electronic Health Record and Related Services

### Recommendation

Authorize the County Manager to approve and execute Amendment 11 to Agreement CHS16 NextGen 01 21 with NextGen Healthcare Information Systems, LLC, 18111 Von Karman Avenue, Suite 700, Irvine CA 92612 for electronic health record, hosting, interfaces and related services for the period November 28, 2021 through November 27, 2026, with an additional one-time renewal option of five years, in accordance with the county's procurement policies and procedures.

### Background and Rationale

The County Manager has been granted authority to extend, renew or modify technology contracts (per Resolution B2019-076) related to the technology lifecycle. Due to protracted negotiation and discussion, the NextGen Healthcare Information Systems Agreement expired before the renewal process was complete. Although the County Manager has authority to amend the Agreement, contracting policy Chapter 3.6.1.F states "Expired contracts cannot be extended or renewed." Therefore, procurement policies and procedures require board action to approve Amendment 11 to the expired Agreement.

The amendment to the Agreement ensures uninterrupted use of electronic health records for the Public Health and Social Service Departments. The Public Health Department utilizes electronic health records to provide tuberculosis and sexual/reproductive health services at Clinic 555 and correctional health services at the Adult Detention Center, Ramsey County Correctional Facility and the Juvenile Detention Center. The Social Services Department utilizes electronic health records to provide services through the Adult and Children's Crisis Program, Detox/Chemical Health Program and the Mental Health Center.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

Health and Wellness Administrative Division is dedicated to help support the community-wide shared goals to strengthen individual, family and community health, safety and well-being through effective safety-net services, innovative programming, prevention and early intervention, and environmental stewardship. The NextGen electronic health record system is used to support services that directly impact racial health disparities.

### Community Participation Level and Impact

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

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

Funding for these services are included in the 2021-2022 budget and will be included in future budgets.

**County Manager Comments**

No additional comments.

**Last Previous Action**

On March 26, 2019, the Ramsey County Board authorized the County Manager to execute amendments to contracts and agreements related to the technology life cycle including, but not limited to, maintenance, support, subscriptions, software platform changes, additional modules and upgrades (Resolution B2019-076).

**Attachments**

None.



# Board of Commissioners

## Request for Board Action

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

**Item Number:** 2021-644

**Meeting Date:** 12/14/2021

**Sponsor:** Property Tax, Records & Election Services

**Title**

Repurchase of a Tax-forfeited Property Located at 90 Crocus Place, Saint Paul, MN 55102

**Recommendation**

- 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 4  
 PIN: 01-28-23-33-0013  
 Property Address: 90 Crocus Place, Saint Paul, MN 55102  
 Repurchase Amount Due to Date: \$130,096.54
- Approve the repurchase of the above tax-forfeited property by Margaret Mindrum, 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 90 Crocus Place and is an occupied single-family house located in the Summit Hill neighborhood of Saint Paul. Property taxes for 2014, 2015, 2016, 2017, and 2020 were unpaid, and the property forfeited to the state on August 3, 2021. The repurchase applicant is Margaret Mindrum, fee owner at the time of forfeiture ("Repurchaser").

The city of Saint Paul was notified of the pending repurchase application and provided opportunity to provide comments or concerns about the repurchase. The city reviewed the application for police, building, and property maintenance code violations within the past five years at its October 26, 2021 legislative hearing and has recommended the Saint Paul City Council pass resolution recommending the Board of Ramsey County Commissioners approve the repurchase application. In the interest of expediting this repurchase action to allow for completion by the end of 2021, the Department of Property Tax, Records & Election Services ("Department") has determined to move forward with this recommendation.

The 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 and promoting the use of the land that will best serve the public interest.

**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, targeted community data and neighborhood racial demographics provide marginal insight. Less than 16% of households in the Summit Hill neighborhood are non-white, as compared to 43.3% of non-white households throughout all of Saint Paul, which makes this an area less racially diverse than most of Saint Paul. Investments made in this community can positively impact racial equity. This property is not located in a targeted community, as defined by Minnesota Statutes, section 469.201, subd. 10.

**Community Participation Level and Impact**

The Department informed the city of Saint Paul about the property. The Saint Paul Legislative Hearing Committee recommended that the Saint Paul City Council pass resolution that the Ramsey County Board approve the repurchase.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Revenue from sales of tax-forfeited property located in the city of Saint Paul 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 Saint Paul School District and 20% to the city of Saint Paul on an annual basis.

**County Manager Comments**

No additional comments.

**Last Previous Action**

None.

**Attachments**

1. City of Saint Paul Legislative Hearing Recommendation Letter dated 29 October 2021
2. Map of Property located at 90 Crocus Place



**CITY OF SAINT PAUL**  
OFFICE OF THE CITY COUNCIL  
310 CITY HALL  
15 WEST KELLOGG BOULEVARD  
SAINT PAUL, MN 55102-1615  
EMAIL: [legislativehearings@ci.stpaul.mn.us](mailto:legislativehearings@ci.stpaul.mn.us)  
PHONE: (651) 266-8560 FAX: (651) 266-8574

October 29, 2021

Nicholas.Hanson  
Ramsey County Property Records & Revenue  
Tax Forfeited Land  
PO Box 64097  
Saint Paul, MN 55164

VIA EMAIL: Nicholas.Hanson1@CO.RAMSEY.MN.US

Re: Repurchase application relating to tax-forfeited property at 90 Crocus Place

Dear Mr. Hanson:

This is to confirm that on October 26, 2021 at the Legislative Hearing, Legislative Hearing Officer Marcia Moermond reviewed the below repurchase application relating to tax-forfeited property on behalf of the City Council and is preparing resolution for their consideration which recommends that the Board of Ramsey County Commissioners approve or deny the repurchase application as it did or did not constitute municipal problems:

1. Application of Margaret A. Mindrum for 90 Crocus Place: allow repurchase.

This item will go before City Council on Wednesday, November 10, 2021 at 3:30 p.m. Due to the COVID-19 pandemic, **we will not be holding hearings in person.** If you have anything you wish to be added to the public record please let me know.

If you have any further questions, you may contact me at 651-266-8515.

Sincerely,

/s/

Joanna Zimny  
Legislative Hearing Executive Assistant





cc: Steve Magner  
Vicki Sheffer



Overview



Legend

-  Tax Parcel
-  Ramsey County
-  Waterbody
-  Parcel Info

Date created: 10/29/2021  
 Last Data Uploaded: 10/29/2021 5:29:00 AM

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# Board of Commissioners

## Request for Board Action

Item Number: 2021-647

Meeting Date: 12/14/2021

**Sponsor:** Property Tax, Records & Election Services

### Title

Repurchase of a Tax-forfeited Property Located at 2550 38<sup>th</sup> Avenue Northeast #111, Saint Anthony, MN 55421

### Recommendation

- 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 2  
PIN: 31-30-23-33-0088  
Property Address: 2550 38th Avenue Northeast #111, Saint Anthony, MN 55421  
Repurchase Amount Due to Date: \$45,897.79
- Approve the repurchase of the above tax-forfeited property by Karen Greiner, 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

The subject property is located at 2550 38th Avenue Northeast #111 and is an occupied townhome-condo located in the city of Saint Anthony. Property taxes for 2016, 2017, 2018, 2019 and 2020 were unpaid, and the property forfeited to the state on August 3, 2021. The repurchase applicant is Karen Greiner, fee owner at the time of forfeiture ("Repurchaser").

The city of Saint Anthony 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 Saint Anthony declined to provide comment or recommendation about the repurchase to the Board of Ramsey County Commissioners.

The Department of Property Tax, Records & 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 and promoting the use of the land that will best serve the public interest.

### 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 18% of households in the city of Saint Anthony are non-white, as compared to 32.9% throughout all of Ramsey County, which makes the city of Saint Anthony less racially diverse than most of Ramsey County.

**Community Participation Level and Impact**

The Department informed the city of Saint Anthony about the property. The city of Saint Anthony did not provide a recommendation about the repurchase.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Revenue from sales of tax-forfeited property located in Saint Anthony 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 Saint Anthony School District and 20% to the city of Saint Anthony on an annual basis.

**County Manager Comments**

No additional comments.

**Last Previous Action**

None.

**Attachments**

1. Map of property located at 2550 38th Ave NE Unit 111





Overview



Legend

- Tax Parcel
- Ramsey County
- Waterbody
- Parcel Info

Parcel ID<	313023330088	Alternate ID	n/a	Owner	RAMSEY CO TAX FORF
Sec/Twp/Rng	31/030/023	Tax	5E-Exempt	Address	LAND
Property	2550 38TH AVE NE	Classification	Properties		STATE OF MN TRUST
Address	111 ST ANTHONY	Parcel Area	0.04		EXEMPT
					PO BOX 64097
					ST PAUL MN 55164-0097

**Tax Authority Group (TAG)** ST ANTHONY 282 R  
**Brief Tax Description** Lot 166 of CIC NO 566 SILVER LK VLGE CONDO UNIT NO.166

(Note: Not to be used on legal documents)

Date created: 10/25/2021  
 Last Data Uploaded: 10/25/2021 1:14:58 PM



# Board of Commissioners

## Request for Board Action

**Item Number:** 2021-649

**Meeting Date:** 12/14/2021

**Sponsor:** Property Tax, Records & Election Services

### Title

Repurchase of a Tax-forfeited Property Located at 2690 Oxford Street North #252, Roseville, MN 55113

### Recommendation

- 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 2  
PIN: 02-29-23-33-0159  
Property Address: 2690 Oxford Street North #252, Roseville, MN 55113  
Repurchase Amount Due to Date: \$5,829.50
- Approve the repurchase of the above tax-forfeited property by Sheila Ryan, 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

The subject property is located at 2690 Oxford Street North #252 and is an occupied condominium unit located in the city of Roseville. Property taxes for 2016, 2017, 2018, and 2019 were unpaid, and the property forfeited to the state on August 3, 2020. The repurchase applicant is Sheila Ryan, fee owner at the time of forfeiture ("Repurchaser").

The city of Roseville 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 Roseville did not provide comment or recommendation about the repurchase to the Board of Ramsey County Commissioners.

The Department of Property Tax, Records & 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 and promoting the use of the land that will best serve the public interest.

### 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. More than 74% of households in the city of Roseville are non-white, as compared to 32.9% throughout all of Ramsey County, which makes the city of Roseville less racially diverse than most of Ramsey County.

**Community Participation Level and Impact**

The Department informed the city of Roseville about the property. The city of Roseville did not provide a recommendation by resolution.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Revenue from sales of tax-forfeited property located in the city of Roseville 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 Roseville School District and 20% to the city of Roseville on an annual basis.

**County Manager Comments**

No additional comments.

**Last Previous Action**

None.

**Attachments**

1. Map of property located at 2690 Oxford Street North Unit 252



Overview



Legend

- Tax Parcel
- Ramsey County
- Waterbody
- Parcel Info

<b>Parcel ID&lt;</b>	022923330159	<b>Alternate ID</b>	n/a	<b>Owner</b>	RAMSEY CO TAX FORF
<b>Sec/Twp/Rng</b>	02/029/023	<b>Tax</b>	5E-Exempt	<b>Address</b>	LAND
<b>Property</b>	2690 OXFORD STN	<b>Classification</b>	Properties		STATE OF MN TRUST
<b>Address</b>	252 ROSEVILLE	<b>Parcel Area</b>	0.0157		EXEMPT
					PO BOX 64097
					ST PAUL MN 55164-0097

**Tax Authority Group (TAG)** ROSEVILLE 623 MNB  
**Brief Tax Description** Lot 252 of CIC NO 9 PARKVIEW TERRACE  
 UNIT NO 252

(Note: Not to be used on legal documents)

Date created: 11/1/2021  
 Last Data Uploaded: 11/1/2021 4:46:48 AM



# Board of Commissioners

## Request for Board Action

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**Item Number:** 2021-735

**Meeting Date:** 12/14/2021

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**Sponsor:** County Manager's Office

**Title**

Minnesota Opioids State-Subdivision Memorandum of Agreement and Multistate Opioids Settlements

**Recommendation**

1. Support and agree to the Minnesota Opioids State-Subdivision Memorandum of Agreement.
2. Opt into the multistate settlements with McKesson, Cardinal Health, and AmerisourceBergen, and with Johnson & Johnson.
3. Authorize the County Manager to execute all necessary documents to ensure Ramsey County participation in the multistate settlements (including the participation agreement and accompanying release) and the Minnesota Opioids State-Subdivision Memorandum of Agreement.
4. Support the amending of Minnesota Statutes Section 256.043, subdivision 3(d), to remove a provision which would appropriate approximately 50 percent of the state's settlement allocation to county social service agencies via the existing opiate epidemic response fund distribution mechanism for statutorily prescribed uses.

**Background and Rationale**

The state of Minnesota and numerous Minnesota cities and counties are engaged in nationwide civil litigation against manufacturers and distributors of prescription opioids related to the opioid crisis. The Minnesota Attorney General has signed on to multistate settlement agreements with several pharmaceutical distributors (McKesson, Cardinal Health, and AmerisourceBergen) as well as opioid manufacturer Johnson & Johnson, but those settlement agreements are still subject to sign-on by local governments and final agreement by the companies and approval by the courts.

There is a deadline of January 2, 2022, for a sufficient threshold of Minnesota cities and counties to sign on to the above-referenced multistate settlement agreements, and failure to timely sign on may diminish the amount of funds received by not only that city or county but by all Minnesota cities and counties from the settlement funds.

Representatives of Minnesota's local governments, the Office of the Attorney General, and the state of Minnesota have reached agreement on the intrastate allocation of these settlement funds between the state and the counties and cities, as well as the permissible uses of these funds, which will be memorialized in the Minnesota Opioids State-Subdivision Memorandum of Agreement (the "State-Subdivision Agreement").

During negotiations of the State-Subdivision Agreement, representatives of Minnesota's counties prioritized flexibility in how local governments may use settlement funds for opioids abatement and remediation and advocated for counties to receive settlement allocations directly rather than using the distribution mechanism detailed in Minnesota Statutes Section 256.043, subdivision 3(d). In order to achieve the goals of flexibility and direct allocation, Minnesota Statutes Section 256.043, subdivision 3(d), must be amended to remove a provision which would otherwise appropriate approximately 50 percent of the state's settlement allocation to county social service agencies for statutorily prescribed uses.

The State-Subdivision Agreement creates an opportunity for local governments and the state to work collaboratively on a unified vision to deliver a robust abatement and remediation plan to address the opioid crisis in Minnesota.

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

Counties are uniquely impacted by the opioid epidemic and substance use disorder. In 2020 alone, according to the Minnesota Attorney General's office, opioid overdose deaths nationally rose to a record 93,000, a nearly 30 percent increase over the prior year. According to the Minnesota Department of Health Drug Overdose Dashboard, 4,821 Minnesotans died of opioid overdoses from 2000 to 2019. The crisis is far from over today with increasing opioid-involved deaths and emergency-room visits for opioid-involved overdoses, let alone the impact on individuals, children, and families. Native Americans in Minnesota are seven times more likely than white people to die of a drug overdose, and African Americans are twice as likely.

**Community Participation Level and Impact**

The Minnesota Attorney General's office convened a panel of experts in public health and human services to advise the work of the state and local government negotiators.

 Inform Consult Involve Collaborate Empower**Fiscal Impact**

On August 24, 2021, the Ramsey County Board of Commissioners held a closed meeting regarding the Minnesota opioid litigation.

**County Manager Comments**

No additional comments.

**Last Previous Action**

On August 24, 2021, the Ramsey County Board of Commissioners held a closed meeting regarding the Minnesota opioid settlement.

**Attachments**

1. Minnesota Opioids State-Subdivision Memorandum of Agreement

## **MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT**

**WHEREAS**, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

**WHEREAS**, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

**WHEREAS**, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

**WHEREAS**, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

**WHEREAS**, the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

**WHEREAS**, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

**WHEREAS**, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

**WHEREAS**, this Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

**WHEREAS**, this Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

**WHEREAS**, specifically, this Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma and Mallinckrodt as a qualifying Statewide Abatement Agreement.

## I. Definitions

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean Purdue Pharma L.P. and Mallinckrodt plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all counties and cities within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” mean this agreement, the Minnesota Opioids State-Subdivision Memorandum of Agreement.



“National Settlement Agreements” means the national opioid settlement agreements with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

“Opioid Supply Chain Participants” means entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including their officers, directors, employees, or agents, acting in their capacity as such.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a county or city within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims with the Settling Defendants by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.

## **II. Allocation of Settlement Proceeds**

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each annual distribution is made.
- B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State’s Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that “50 percent of the remaining amount” is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund (“Legislative Modification”).<sup>1</sup> Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor’s Office, the Attorney General’s Office, the Opioid Epidemic Response Advisory Council, the Revisor’s Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General’s Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

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<sup>1</sup> It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A.**

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against the Settling Defendants as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.<sup>2</sup> The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.
- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local

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<sup>2</sup> More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. Such an election must be made by January 1 each year to apply to the following fiscal year. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

### III. **Special Revenue Fund**

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
  - 1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
  - 2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be

placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

#### **IV. Opioid Remediation Activities**

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.
- E. Consultation and partnerships.
  - 1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the

county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
  3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.
- F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

## V. **Reporting and Compliance**

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General’s Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General’s Office, the Governor’s Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

## VI. **Backstop Fund**

- A. National Attorney Fee Fund. The National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation (“National Attorney Fee Fund”). The Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the “Backstop Fund”) to be used to compensate private attorneys (“Counsel”) for Local Governments that filed opioid lawsuits on or before December 3, 2021 (“Litigating Local Governments”). By

order<sup>3</sup> dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies.
- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund,

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<sup>3</sup> Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.
- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding



any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

## **VII. General Terms**

- A. Scope of agreement. This MOA applies to all settlements under the National Settlement Agreements with Settling Defendants and the Bankruptcy Resolutions with Bankruptcy Defendants.<sup>4</sup> The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary amendments) for resolutions with Opioid Supply Chain Participants not covered by the National Settlement Agreements or a Bankruptcy Resolution. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- B. When MOA takes effect.
  - 1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
  - 2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring

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<sup>4</sup> For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, and McKesson, and Janssen, and Bankruptcy Resolutions involving Purdue Pharma L.P., and Mallinckrodt plc.

their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.
3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims against the Settling Defendants to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.
  
- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Minnesota Opioids State-Subdivision Memorandum of Agreement** is signed

this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by:

\_\_\_\_\_

Name and Title: \_\_\_\_\_

On behalf of: \_\_\_\_\_

## EXHIBIT A

### List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

PART ONE: TREATMENT
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#### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs<sup>5</sup> or strategies that may include, but are not limited to, those that:<sup>6</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)<sup>7</sup> approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

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<sup>5</sup> Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

<sup>6</sup> As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

<sup>7</sup> Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.



8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;

3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
  3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
  4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.**

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with

neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health

workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

## **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES
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**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

**K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).



7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

**M. POST-MORTEM**

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

## EXHIBIT B

### Local Abatement Funds Allocation

Subdivision	Allocation Percentage
AITKIN COUNTY	0.5760578506020%
Andover city	0.1364919450741%
ANOKA COUNTY	5.0386504680954%
Apple Valley city	0.2990817344560%
BECKER COUNTY	0.6619330684437%
BELTRAMI COUNTY	0.7640787092763%
BENTON COUNTY	0.6440948102319%
BIG STONE COUNTY	0.1194868774775%
Blaine city	0.4249516912759%
Bloomington city	0.4900195550092%
BLUE EARTH COUNTY	0.6635420704652%
Brooklyn Center city	0.1413853902225%
Brooklyn Park city	0.2804136234778%
BROWN COUNTY	0.3325325415732%
Burnsville city	0.5135361296508%
CARLTON COUNTY	0.9839591749060%
CARVER COUNTY	1.1452829659572%
CASS COUNTY	0.8895681513437%
CHIPPEWA COUNTY	0.2092611794436%
CHISAGO COUNTY	0.9950193750117%
CLAY COUNTY	0.9428475281726%
CLEARWATER COUNTY	0.1858592042741%
COOK COUNTY	0.1074594959729%
Coon Rapids city	0.5772642444915%
Cottage Grove city	0.2810994719143%
COTTONWOOD COUNTY	0.1739065270025%
CROW WING COUNTY	1.1394859174804%
DAKOTA COUNTY	4.4207140602835%
DODGE COUNTY	0.2213963257778%
DOUGLAS COUNTY	0.6021779472345%
Duluth city	1.1502115379896%
Eagan city	0.3657951576014%
Eden Prairie city	0.2552171572659%
Edina city	0.1973054822135%
FARIBAULT COUNTY	0.2169409335358%
FILLMORE COUNTY	0.2329591105316%
FREEBORN COUNTY	0.3507169823793%
GOODHUE COUNTY	0.5616542387089%

<b>Subdivision</b>	<b>Allocation Percentage</b>
GRANT COUNTY	0.0764556498477%
HENNEPIN COUNTY	19.0624622261821%
HOUSTON COUNTY	0.3099019273452%
HUBBARD COUNTY	0.4582368775192%
Inver Grove Heights city	0.2193400520297%
ISANTI COUNTY	0.7712992707537%
ITASCA COUNTY	1.1406408131328%
JACKSON COUNTY	0.1408950443531%
KANABEC COUNTY	0.3078966749987%
KANDIYOHI COUNTY	0.1581167542252%
KITTSOON COUNTY	0.0812834506382%
KOOCHICHING COUNTY	0.2612581865885%
LAC QUI PARLE COUNTY	0.0985665133485%
LAKE COUNTY	0.1827750320696%
LAKE OF THE WOODS COUNTY	0.1123105027592%
Lakeville city	0.2822249627090%
LE SUEUR COUNTY	0.3225703347466%
LINCOLN COUNTY	0.1091919983965%
LYON COUNTY	0.2935118186364%
MAHNOMEN COUNTY	0.1416417687922%
Mankato city	0.3698584320930%
Maple Grove city	0.1814019046900%
Maplewood city	0.1875101678223%
MARSHALL COUNTY	0.1296352091057%
MARTIN COUNTY	0.2543064014046%
MCLEOD COUNTY	0.1247104517575%
MEEKER COUNTY	0.3744031515243%
MILLE LACS COUNTY	0.9301506695846%
Minneapolis city	4.8777618689374%
Minnetonka city	0.1967231070869%
Moorhead city	0.4337377037965%
MORRISON COUNTY	0.7178981419196%
MOWER COUNTY	0.5801769148506%
MURRAY COUNTY	0.1348775389165%
NICOLLET COUNTY	0.1572381052896%
NOBLES COUNTY	0.1562005111775%
NORMAN COUNTY	0.1087596675165%
North St. Paul city	0.0575844069340%
OLMSTED COUNTY	1.9236715094724%
OTTER TAIL COUNTY	0.8336175418789%
PENNINGTON COUNTY	0.3082576394945%
PINE COUNTY	0.5671222706703%

<b>Subdivision</b>	<b>Allocation Percentage</b>
PIPESTONE COUNTY	0.1535154503112%
Plymouth city	0.1762541472591%
POLK COUNTY	0.8654291473909%
POPE COUNTY	0.1870129873102%
Proctor city	0.0214374127881%
RAMSEY COUNTY	7.1081424150498%
RED LAKE COUNTY	0.0532649128178%
REDWOOD COUNTY	0.2809842366614%
RENVILLE COUNTY	0.2706888807449%
RICE COUNTY	0.2674764397830%
Richfield city	0.2534018444052%
Rochester city	0.7363082848763%
ROCK COUNTY	0.2043437335735%
ROSEAU COUNTY	0.2517872793025%
Roseville city	0.1721905548771%
Savage city	0.1883576635033%
SCOTT COUNTY	1.3274301645797%
Shakopee city	0.2879873611373%
SHERBURNE COUNTY	1.2543449471994%
SIBLEY COUNTY	0.2393480708456%
ST LOUIS COUNTY	4.7407767169807%
St. Cloud city	0.7330089009029%
St. Louis Park city	0.1476314588229%
St. Paul city	3.7475206797569%
STEARNS COUNTY	2.4158085321227%
STEELE COUNTY	0.3969975262520%
STEVENS COUNTY	0.1439474275223%
SWIFT COUNTY	0.1344167568499%
TODD COUNTY	0.4180909816781%
TRAVERSE COUNTY	0.0903964133868%
WABASHA COUNTY	0.3103038996965%
WADENA COUNTY	0.2644094336575%
WASECA COUNTY	0.2857912156338%
WASHINGTON COUNTY	3.0852862512586%
WATONWAN COUNTY	0.1475626355615%
WILKIN COUNTY	0.0937962507119%
WINONA COUNTY	0.7755267356126%
Woodbury city	0.4677270171716%
WRIGHT COUNTY	1.6985269385427%
YELLOW MEDICINE COUNTY	0.1742264836427%

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**Item Number:** 2021-658

**Meeting Date:** 12/14/2021

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**Sponsor:** Economic Growth and Community Investment

**Title**

Housing Endowment Fund - Sibley Cove Loan Payoff of a Housing Endowment Fund

**Recommendation**

Authorize the County Manager to transfer and appropriate \$312,242 from a loan receipt in the General Fund to the Community and Economic Development and the Housing Stability departments.

**Background and Rationale**

In 2021, Ramsey County received an early payoff of a Housing Endowment Fund loan that was set to mature on July 1, 2033. The Housing Endowment Fund program ended in 2008 and all loan receipts since then have been received to the general fund.

Proceeds from the sale of surplus real property or the net revenues generated from such property, such as lease or rent income, may be committed as funding for the Housing Endowment Fund to promote the development of affordable and accessible housing per Ramsey County Board Resolution 2000-426.

Where possible, one-time revenues will be used to fund one-time expenditures such as capital purchases. Before purchases are made, consideration will be given to related ongoing operating costs.

These funds are being requested for use by the Community and Economic Development department to provide support for the department to properly fund its commitments for the 2021 year. Moreover, these funds will cover increased personnel costs within Community and Economic Development. This includes accelerating hires and additional interns to work on the Affordable Housing programs contained in the 2022 budget proposal. In addition, the Housing Stability department needs additional funds to cover budget gaps in 2021 until the \$1 million funding proposal becomes available in 2022.

**County Goals** (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

**Racial Equity Impact**

The county envisions an inclusive economy where all residents prosper and have access to opportunity. Racial disparities continue to deprive Black, Latinx, Asian and Indigenous communities of opportunities to build wealth and additionally restricts our regional economy from being economically competitive. In response, the county's Economic Competitiveness and Inclusion strategic priority and Vision Plan aim to improve job access, increase the quality and quantity of jobs and create pathways to ownership in order to build prosperity and opportunity for all.

Data shows that Black, Brown, Asian, and Indigenous households face the greatest disparities in terms of housing cost burden, homeownership and income levels. These disparities reflect decades of racial bias within governmental policies and financial services, and the extraction of land and homes from Indigenous people and Black households without fair compensation. Addressing these needs and disparities benefits all Ramsey

County residents and builds broader community wealth

**Community Participation Level and Impact**

There is no community participation for this item.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Community and Economic Development will need approximately \$130,000 in 2021 to cover an unfavorable variance due to the acceleration of hires to support the 2022 housing programs. The remaining funds from the transfer will help offset 2021 gaps in the operating budget of the Housing Stability department's general fund budget.

**County Manager Comments**

No additional comments.

**Last Previous Action**

On December 12, 2000, the Ramsey County Board established the Ramsey County Housing Endowment Fund and its guidelines (Resolution B2000-426).

**Attachments**

None.

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**Item Number:** 2021-667

**Meeting Date:** 12/14/2021

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**Sponsor:** Workforce Solutions

**Title**

Funding for Workforce Programs Through the American Rescue Plan Act

**Recommendation**

1. Allocate \$1,850,000 of the American Rescue Plan Act funds to support the new Ramsey County Early Childhood Academy and Public Health Career Pathways programs, in accordance with federal guidance.
2. Authorize the County Manager to establish grant accounts for the Early Childhood Academy and the Public Health Career Pathways programs and to transfer related expenses and revenue to these accounts.
3. Authorize the County Manager to enter into agreements and contracts and amendments to agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

**Background and Rationale**

The American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021. The relief package provides funding in several areas such as state and local aid, education, rental assistance, transit, stimulus payments for individuals, and other provisions. ARPA also provides \$350 billion in additional funding for state and local governments.

Under ARPA, federal funds are available for spending in multiple categories, including funding necessary to respond to the public health emergency or its negative economic impacts. Further, due to the disproportionate impacts of the pandemic on health and economic outcomes in low-income and racially and ethnically diverse communities, the ARPA Interim Final Rule identified a broader range of services and programs to be responsive to the public health emergency in those communities.

COVID-19 has disproportionately impacted those who are Black, Indigenous or People of Color (BIPOC) as well as those who are younger and less educated.

In order to have the greatest impact, workforce efforts will align with Policy Link's recently published "[10 Priorities for Advancing Racial Equity Through the American Rescue Plan A Guide for City and County Policymakers](https://www.policylink.org/sites/default/files/RecoveryGuide-LJ-2021_050621c.pdf)" <[https://www.policylink.org/sites/default/files/RecoveryGuide-LJ-2021\\_050621c.pdf](https://www.policylink.org/sites/default/files/RecoveryGuide-LJ-2021_050621c.pdf)> that stated, "Every city and county in this country faces the challenge of eliminating racial inequities, and every city and county should use these recovery resources to remove barriers to full participation and proactively advance racial equity and inclusion." Two priority areas include:

- Connect unemployed and low-wage workers with good jobs
- Invest in frontline, COVID-impacted, and disinvested communities

These proposed Ramsey County investments align with labor market statistics data and the future economic needs of the community and demonstrates an investment in individuals receiving education and other support services as valued assets in supporting the economic prosperity for the community.

Two areas are highlighted below for ARPA funding and align with county identified tiers for investment.

**Investment Area #1: Ramsey County Early Childhood Academy (\$750,000)**

Ramsey County, like all communities, is currently facing significant shortages in childcare options for families. This is not a new issue, but one that has been exacerbated by the COVID-19 pandemic. These roles have been essential during the pandemic and will be critical during the post-pandemic recovery. Access to stable childcare is a barrier to returning to work for many Ramsey County residents and workers and is constraining the re-opening of the economy for those that need work or to engage in reskilling through training or education.

Early Childhood Education and Childcare Services roles have high turnover and require constant cultivation of new talent pipelines and continuous professional development is critical for high quality care. In fact, the immediate need for Early Childhood and Childcare talent is pressing; an estimated 14% of all Childcare Worker talent employed in Ramsey County as of the third quarter of 2020 will need to be replaced due to turnover, retirements, and other job changes or exits, plus an additional 3.5% growth is possible as the region looks toward economic recovery. In addition, early childhood providers require on-going training with new developments in early childhood development particularly in areas of brain development and dealing with topics such as adverse childhood experiences.

In partnership with its community-based partners, Ramsey County will create a new Ramsey County Early Childhood Academy (the "Academy") that will provide credentialed training for residents that include a unique combination of wrap around supports to people looking to get started in the field. This will increase the pool of qualified early childhood educators and increase the number of available childcare slots in Ramsey County. In addition, the Academy will also provide business consultation, technical assistance, and professional development to increase the number of licensed childcare providers in Ramsey County.

The Ramsey County Early Childhood Academy will address the issues facing childcare in the county through:

- Providing scholarships and other supports for COVID-19 impacted residents to receive the nationally recognized Child Development Associate credential issued by the Council for Professional Recognition and offers recognition for valuable knowledge about working with children and helping them reach their full potential. It is often a first step into a career educating young children. The Academy will recruit unemployed, those exiting high school, people in Family, Friend, and Neighbor caregiver groups and more.
- In addition, the Academy will provide support for COVID-19 impacted residents who have interest in establishing new licensed childcare facilities. Participants will have access to needed training and supports, including being matched with Parent-Aware childcare educators. Participants will get applied, practical training on best practices in adult learning in the Relationship Based Professional Development model.
- We anticipate up to 300 residents to participate in the Academy and become qualified early childhood educators. The Academy is anticipated to save 975 childcare slots that would be lost due to people exiting the field. Through this effort, the Academy will also create an additional 430 childcare slots in Ramsey County.

**Investment Area #2: Public Health Career Pathway (\$1,100,000)**

American Rescue Plan Act funds may be used for public health workforce development to address the projected shortage of public health workers in the areas of nursing and community health. The COVID-19 pandemic has reinforced that public health workers are essential; providing critical services to keep Americans safe and healthy. ARPA funds will allow Ramsey County to expand its public health workforce, to support vaccinations, testing, contact tracing, community outreach and strengthen the county's future public health infrastructure. The funds will also strengthen Public Health's ability to address the growing public health disparities that exist within the county as well as provide an opportunity to professionally develop and maintain



current staff.

During the past decade, nationally the public health workforce has shrunk by 56,000 according to a recent report by Trust for America’s Health. The American Nurses Association has predicted the United States will need 1.1 million new registered nurses by 2022 to avoid a nation-wide nursing shortage. According to Minnesota Department of Employment and Economic Development (DEED), registered nursing is the most in demand job in the state. For Ramsey County, a shortage of registered nurses has resulted in using temporary nurses in many spaces including public health nursing within correctional facilities. Using temporary nurses to maintain operations has resulted in higher expenses. A lack of community health workers who identified as and with Black, Brown and Indigenous communities made it more challenging to address vaccine hesitancy and lower vaccination rates. Coupled with pre-morbidity health disparities that existed before COVID-19, challenges meeting the health needs of Black, Brown and Indigenous communities have been exacerbated. It is critical now, more than ever before, to have a strong public health workforce that can address evolving challenges and needs; and build confidence in public health in communities disproportionately disenfranchised and negatively impacted by COVID-19.

Given the magnitude of the COVID-19 pandemic and the impact it has had on racial and ethnic communities and county public health resources, there is a need to recruit and train people, so the county is better equipped and prepared to maintain day to day operations and adequately prepared to handle the next public health emergency. A bold investment in current Ramsey County staff who are in entry level positions so they can professionally develop as community health workers or registered nurses aligns with the countywide goal, “Opportunity: Enhance access to opportunity and mobility for all residents and businesses through connections to education, employment, and economic development throughout our region.” An explicit goal of this effort is understanding and developing transformative ways to grow people and keep them. We plan to evaluate, learn from the participants and think about sustainability throughout. Due to the stress and trauma created before and during this pandemic, this request comes at a time where we have great concern about keeping our Public Health workforce. We need to take aggressive steps to retain and recruit, but also to grow talented staff from within the Ramsey County workforce.

Public Health in collaboration with Human Resources, Workforce Solutions and Financial Assistance Services will launch a Public Health Career Pathways program for staff in entry level positions making less than \$21.00 per hour. Two career pathways will be offered: registered nurse and community health worker. The program will focus on serving up to 30 participants with selection priority for those who are single parents, receiving public assistance and/or members of underrepresented group in Public Health workforce. The program will provide: College preparatory coaching and mentoring, tuition reimbursement, technology equipment, book stipend, laboratory fees and incidental expenses for transportation and/or childcare, and other related academic costs, wage supplement to allow participants to enroll in a program full time. A Community Member Governance Committee will also be created to inform and advise on participant selection and program development.

Participants in the registered nurse track will complete an associate degree in nursing. Upon completion of the associate of nursing program, participants can test for their registered nurse licensure and be promoted into a nursing position in Public Health, Social Services, or other areas of the county as positions become available. After completion an associate of nursing degree, a participant’s professional trajectory and economic status will significantly improve. Participants in the community health worker program will receive a community health worker certificate from St. Catherine University and will be eligible to become a health education program assistant which after a few years of experience can lead to a Health Educator position.

**County Goals** (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

COVID-19 has disproportionately impacted Black, Brown and Indigenous communities and many need additional educational supports in order to move into high demand careers. The early childhood education and childcare industry is filled by 92.6% females. In Ramsey County, there are higher numbers of Black/African American workers in Early Childhood Education and Childcare occupations than expected by their local employment rate. Providing credentialed training will ensure that more of them have the skills needed to attain better wages. Furthermore, the shortage of childcare in the community disproportionately impacts families of color. With the extent that our BIPOC population need opportunities for training and reskilling, the availability of high-quality childcare is critical.

For the Public Health Career Pathways project, the focus is on staff in entry level positions making less than \$21.00 per hour. Priority for the program will be given to those who may be on public assistance and have other barriers to furthering their educational aspirations. In the Health and Wellness Service Team, the majority of staff in these entry level positions are people of color.

**Community Participation Level and Impact**

Throughout the pandemic, the county hosted a Policy Advisory Group (PAG) to address COVID-19 impacts on childcare. The PAG involved a variety of stakeholders who represent many different organizations, including culturally specific ones. One of the areas highlighted by the group as a critical need was to increase the number of childcare workers and ensuring the community had high quality childcare particularly in areas where there are childcare deserts impacting diverse neighborhoods in Ramsey County. Lack of affordable, high quality childcare is a barrier frequently identified by jobseekers that the county works with. Over the past year, CareerForce staff were surveyed and access to childcare ranked sixth as a major barrier for job search and employment.

The Public Health Career Pathways Program will have a governance committee consisting of community embedded members who will be involved in the selection of participants and guidance of the program.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

A total of \$1,850,000 is being requested from the Ramsey County local government ARPA funds. The county has been awarded \$108 million in local ARPA funds and received \$53 million in local ARPA fund. At the April 20, 2021 board workshop, the County Manager highlighted five tiers for investment. These initiatives are in tiers one and four and are an emergency response to the immediate needs in the community. Finance will provide regular reporting on ARPA funds.

**Investment Area #1: Ramsey County Early Learning Academy**

**Fiscal Support Requested:**

- A total of \$750,000 ARPA funds is being requested to serve up to 300 residents.

**Investment Area #2: Ramsey County Public Health Career Pathway**

**Fiscal Support Requested:**

- A total of \$1.1 million in ARPA funds is being requested to serve up to 30 low wage Ramsey County employees.

**County Manager Comments**

No additional comments.

**Last Previous Action**

On November 23, 2021, Workforce Solutions gave a presentation to the Ramsey County Board on funding for workforce programs through ARPA.

**Attachments**

None.

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**Item Number:** 2021-646

**Meeting Date:** 12/14/2021

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**Sponsor:** Public Health

**Title**

Civil Penalty Fine Schedule for Violations of Ramsey County Ordinances

**Recommendation**

Adopt a civil penalty fine schedule in association with Ramsey County Administrative Ordinance, section 6.02, item B, subitem 4.

**Background and Rationale**

Public Health is proposing initial adoption of a civil penalty schedule as outlined in the Ramsey County Administrative Ordinance, section 6.02, item B, subitem 4, "Civil Penalties." Which states: *"Penalties for violation of County Ordinances shall be established by resolution of the County Board. A schedule of civil penalties for violation of specific provisions within county Ordinances shall be presented to the Board annually upon its consideration of County fees, and initially upon adoption of amendment to the Administrative Ordinance establishing authority for Administrative Citations."*

The proposed civil penalties are based on the relative risk for a specific violation, with penalties of lesser amounts for lower risk violations and greater amounts for higher risk violations. For violations that are defined by law as misdemeanor offenses, there is a proposed maximum civil penalty amount of \$1,000 so that financial penalties for administrative citations does not exceed the potential maximum of a misdemeanor citation set by Minnesota state laws. For violations defined by law as petty misdemeanor offenses, there is a proposed maximum civil penalty amount of \$300.

Additionally, some penalties for egregious violations carry both a fine and are designated as subject to a five-day license suspension. Temporary license suspension is already authorized by the Summary Suspension section, 4.07, of the Ramsey County Administrative Ordinance. License suspension situations outlined in the proposed civil penalties are strictly limited to when a license holder refuses to allow county personnel to complete their inspection duties to verify compliance with county ordinances, or for remaining in operation despite an emergency order to cease operations.

This proposed civil penalty schedule is part of an administrative citation process that is very similar to the use of misdemeanor citations but decriminalizes the citations and takes the violator through a county administrative appeals process rather than the courts. Other local jurisdictions in Ramsey County already use this enforcement mechanism, including Maplewood, Roseville, Shoreview and White Bear Lake.

The Environmental Health Division of Public Health administers ordinances to which these civil penalties would apply, including ordinances for Food Protection, Public Swimming Pools, Lodging Establishments, Manufactured Home Park, Ramsey County Clean Indoor Air, Public Health Nuisance, Youth Camp, Solid Waste Management and Hazardous Waste Management. A schedule of proposed civil penalties for these ordinances, as well as the Administrative Ordinance, is attached.

Departmental procedures are in place to assure compliance with ordinances, the last step of which is

enforcement action. In Public Health, for example, the department’s compliance policy requires several steps to work with licensees to come into compliance before enforcement action is taken. The focus of enforcement is to provide guidance to compliance. When operators refuse or fail to make corrections, enforcement options are evaluated for each situation, and action is taken only after management approval.

Public Health has conducted community engagement regarding how civil penalties should be structured and applied as part of the enforcement process. The feedback provided from the community has been incorporated into the proposed civil penalties and will inform internal policy and procedure development. The Ramsey County Administrative Ordinance was first adopted on February 23, 1981 (Resolution #81-166) and has been amended three times, with the most recent being in 2021 (Resolution #2021-559). Chapter five, section 5.04 and 5.05, of the Ramsey County Charter provides for the process to adopt fee schedules by resolution. This request for board action is for adoption of the proposed civil penalties by resolution.

**County Goals** (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

Once approved, this action will provide a decriminalized civil penalty for violation of county ordinances as an alternative to misdemeanor citations. Because of the existing racial inequities inherent to the criminal justice system, creating a decriminalized ordinance enforcement option gives the Public Health department a tool that can be used to protect public health, while minimizing regulatory enforcement impacts on regulated businesses that are owned or operated by people from racially and ethnically diverse backgrounds.

There are instances where community members from racially and ethnically diverse backgrounds have been issued misdemeanor citations for county ordinance violations in the past. This change would have provided the business owners from racially and ethnically diverse backgrounds who were impacted at that time with another chance for compliance before they were charged with a misdemeanor citation.

**Community Participation Level and Impact**

Stakeholders were identified by regulated activity group, with an emphasis on identifying and successfully reaching out to small/locally owned license holders and non-native English speakers/writers. An online and mailed survey was the primary engagement tool chosen, plus the option to participate in one of three virtual listening sessions with identical content. Regulatory staff also identified businesses with potential language barriers; those were contacted directly to determine whether they needed additional support to participate. Two requested materials in their home language (Spanish and Chinese) and those were provided.

There were 186 responses to the online survey (out of 1428 invited by email) and one mailed survey response (out of 11 invited by mail); no stakeholders chose to provide feedback at any of the virtual listening sessions. Responses were collected August 10 through September 6, 2021.

More information about the community engagement efforts by Public Health is included in attached documents and can be found online at:

<https://www.ramseycounty.us/your-government/ordinances-regulations/public-health-ordinance-changes>.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

Payments of penalties for administrative citations would accrue to the county, but it is expected that few citations would be issued, and the fiscal impact would be minimal.

Fees related to this were \$0 in 2020.

Any future civil penalty revenue would be deposited into the Ramsey County general fund, violations account.

**County Manager Comments**

No additional comments.

**Last Previous Action**

On November 23, 2021, the Ramsey County Board approved adoption of amendments to the Ramsey County Administrative Ordinance, which requires an accompanying initial adoption of civil penalties.

**Attachments**

1. Public Health Ordinances Civil Penalty Workbook 2021
2. Clean Amendments to the Ramsey County Administrative Ordinance
3. Summary of Community Engagement by Public Health

## ADMINISTRATIVE ORDINANCE VIOLATIONS

The Ramsey County Administrative Ordinance, authorized by the Ramsey County Home Rule Charter and Minnesota Statutes Chapters 375 and 383A, governs the licensing and inspection procedures of county departments, and applies to all activities, conditions, premises and persons within the County of Ramsey, which are regulated by Ramsey County.

### CITATION NUMBERS BELOW:

"###" refers to the applicable section of the Ramsey County Administrative Ordinance

SECTION	VIOLATION	FINE AMOUNT
<b><i>Section 3: Unlawful Activities</i></b>		
3.01A	Operating without a required license	\$1,000
3.01B	Operating after a license has been suspended or revoked	\$1,000
3.01C	Knowingly violating a county ordinance	\$1,000
3.01D	Failure or refusal to correct a violation	\$1,000
<b><i>Section 5: Inspection</i></b>		
5.01	Failure to allow free access to authorized representatives	\$1000*
5.02	Refusal to permit entry	\$1000*

\*Additional Penalty Possible of Five-Day Summary Suspension of License Using Ramsey County Administrative Ordinance Section 4.07 Procedures

## CLEAN INDOOR AIR ORDINANCE VIOLATIONS

Ordinance: According to the Ramsey County Clean Indoor Air Ordinance section 2.02, the Ordinance is adopted pursuant to powers granted under Minnesota Statutes sections 144.414, subd. 5(b), 144.417, subd. 4(a), and chapters 145A and 375.

### CITATION NUMBERS BELOW:

“RC #.##” refers to the applicable section of the Ramsey County Clean Indoor Air Ordinance

“Minn. Stat. 144.###” refers to the applicable section of the Minnesota Clean Indoor Air Act, Minnesota Statutes Chapter 144.411 through 144.417

SECTION	VIOLATION	FINE AMOUNT
RC 5.01 & Minn. Stat. 144.414	Smoking indoors in prohibited places	\$300
RC 5.01 & Minn. Stat. 144.416.a.1	Signs prohibiting smoking not posted by proprietor	\$100
RC 5.01 & Minn. Stat. 144.416.a.2	Proprietor not asking smoking person to leave premises or reporting trespassing if refusal to leave after asking	\$200
RC 5.01 & Minn. Stat. 144.416.a.3	Proprietor providing prohibited smoking equipment	\$100
RC 5.01 & Minn. Stat. 144.4165	Tobacco products on school facilities	\$200
RC 5.02	Smoking within twenty-five (25) feet of entrances, exits, open windows and ventilation intakes of public places and places of work	\$300



## FOOD PROTECTION ORDINANCE VIOLATIONS

Ordinance: Ramsey County Food Protection Ordinance, Section 7.01 adopts by reference Minnesota Rules, Chapter 4626 (Minnesota Food Code) which are authorized by Minn. Stat. Chapter 157. Ramsey County is delegated the responsibility of ensuring compliance with certain provisions of Minn. Stat. 157 by the Minnesota Department of Health, which is authorized by Minn. Stat. 145A.07. The Minnesota Food Code designates requirements within as Priority 1, 2, or 3 under Minn. Admin. R. 4626.0020.

### CITATION NUMBERS BELOW:

"###" refers to the applicable section of the Ramsey County Food Protection Ordinance

SECTION	VIOLATION	FINE AMOUNT
<b><i>License</i></b>		
4.01	Operation of a Food Service Establishment Without a License	\$1,000
4.05	Failure to conspicuously display license to the public	\$350
4.06	Failure to Attend Food Safety Training	\$350
<b><i>Inspections and Plan Review</i></b>		
5.03	Failure to post notice of inspection report availability	\$250
5.04	Refusal to Permit Access to Premises or Records	\$1000*
5.04	Interference with the Health Authority	\$1000*
5.05	Failure to Remove or Correct a Violation	\$1,000
5.06	Construction or Remodeling without Approved Plans	\$500
<b><i>Emergency Closure</i></b>		
7.02	Violation of Emergency Closure Order	\$1000*
<b><i>Standards for Health, Safety, and Environment</i></b>		
7.01	Priority 1 Violation of Minnesota Food Code	\$750
7.01	Priority 2 Violation of Minnesota Food Code	\$500
7.01	Priority 3 Violation of Minnesota Food Code	\$250
6.03	Failure to Separate and Recycle Materials	\$350
<b><i>Industry Self-Survey and Training Responsibilities</i></b>		
7.04	Failure to Employ a Certified Food Protection Manager	\$750
8.01	Failure to Maintain a Self-inspection Program	\$500

\*Additional Penalty Possible of Five-Day Summary Suspension of License Using Ramsey County Administrative Ordinance Section 4.07 Procedures

# HAZARDOUS WASTE MANAGEMENT ORDINANCE VIOLATIONS

Ramsey County Hazardous Waste Management Ordinance is adopted pursuant to Minnesota Statutes, Chapters 145A and 473.

## CITATION NUMBERS BELOW:

“#.#” refers to the applicable section of the Ramsey County Hazardous Waste Management Ordinance

SECTION	VIOLATION	FINE AMOUNT
<b>General Provisions</b>		
2.04 A. Compliance	Failure to comply with Ordinance provisions	\$500
2.04 C. Compliance	Repeated failure to comply with orders issued to correct violations of the Ordinance provisions	\$1,000
2.05 B. Conditions	Failure to comply with License conditions	\$500
2.06 False Information	Providing false information	\$500
<b>Standards for Health, Safety and Environmental Preservation</b>		
3.03 D. License Required	Operating a Special Hazardous Waste Processing/Storage Facility without a License	\$1,000
3.03 E. Accumulation Time and Quantity	Exceeding accumulation time and/or quantity limits	\$750
3.03 F. Accumulation/Storage	Use of non-compatible and/or improper storage containers	\$350
3.03 F. Accumulation/Storage	Failure to protect employees from injury	\$1,000
3.03 F. Accumulation/Storage	Failure to prevent releases to the environment	\$1,000
3.03 G. Accumulation/Storage Areas	Failure to provide proper accumulation/storage areas	\$350
3.03 H. Labeling of Containers	Failure to properly label storage containers	\$350
3.03 I. Response to Releases	Failure to properly respond to releases	\$1,000
3.03 J. Treatment	Conducting unauthorized treatment of a Special Hazardous Waste	\$1,000
3.03 K. Transportation	Failure to properly transport a Special Hazardous Waste	\$500
3.03 L. Training	Failure to properly train employees	\$350
3.03 M. Recordkeeping	Failure to properly maintain required records	\$350
3.03 N. Financial Assurance	Failure to establish and maintain required financial assurance	\$500
<b>3.04 Standards for Management of Universal Wastes</b>		
3.04 A. Management	Failure to properly manage Universal Wastes	\$500
3.04 D. Recordkeeping	Failure to properly maintain required records	\$350
3.04 E. Mercury	Failure to properly manage mercury containing devices	\$1,000
<b>3.05 Standards for Appliance Processors</b>		
3.05 A. Appliance Management	Failure to properly manage or process appliances	\$500
3.05 B. PCB Management	Failure to properly manage polychlorinated biphenyls (PCBs) or PCBs containing devices or components from	\$1,000
3.05 C. CFC/HCFC Management	Failure to properly manage chlorofluorocarbon (CFC) or hydrochlorofluorocarbon (HCFC) refrigerants from	\$1,000
3.05 D. Hazardous Solution/Vapor	Failure to properly manage hazardous solutions/vapors from gas operated refrigeration units	\$750
3.05 E. Mercury Management	Failure to properly manage mercury and mercury containing devices and components from appliances	\$1,000
3.05 G. Hazardous Waste License	Appliance processors required to be licensed as hazardous	\$1,000
<b>3.06 Standards for Demolition Sites and Wastes from Demolition Sites</b>		
3.06 B. Waste Removal	Failure to remove all hazardous, universal, special Hazardous wastes and/or hazardous building components	\$1,000
3.06 D. Demolition Contracts	Failure to provide a copy of demolition contract to the Department	\$350

3.06 E. Transportation	Failure to transport hazardous, universal, or special Hazardous waste directly from demolition site to	\$350
3.06 E. Recordkeeping	Failure to properly maintain required records	\$350
3.06 F. Unauthorized Activities	Failure to obtain approval from Department for on-site processing, treatment, or disposal of hazardous,	\$1,000
<b>3.07 Standards for Discharge Wastes</b>		
3.07 A. Waste Management	Failure to properly manage sewerage or discharged wastes	\$1,000
3.07 A. Recordkeeping	Failure to maintain records onsite and/or provide to the department	\$500
3.07 B. Prohibited Discharge	Illegal disposal of hazardous or industrial waste into a Class V Injection Well, septic tank or dry well	\$1,000
<b>Licensing</b>		
4.01 License Required	Operating as a hazardous waste generator and/or Facility without a license.	\$1,000
4.02 License on Premises	Failure to post license in a public area	\$350
<b>4.10 Generators</b>		
4.10 A. Treatment	Conducting unauthorized treatment of a Hazardous Waste	\$1,000
<b>4.11 Facilities</b>		
4.11 A. Bonds or Letters of Credit	Failure to provide required financial assurance documentation	\$750
4.11 B. Insurance	Failure to provide required types and or levels of insurance	\$750
4.11 C. Change in Facility Operations	Failure to notify and receive Department approval for changes in facility operations	\$500
4.11 D. Interim Operating Approval	Failure to obtain a Department interim operating approval	\$500
<b>Termination of Licensed Operation and Abandonment</b>		
5.01 Termination of Operation	Failure of a business or generator to properly remove all hazardous wastes after termination of business	\$1,000
5.02 Abandonment	Failure of a property owner to properly remove all hazardous wastes, hazardous materials, or hazardous	\$1,000
<b>Violations and Penalties</b>		
6.06 Embargo	Unauthorized removal of embargo tags	\$500
6.06 Embargo	Unauthorized removal, transportation, disposal, treatment, or use of embargoed material	\$1,000
<b>Modification of Requirements</b>		
7.01 Variances	Failure to apply for and/or be granted a variance failure to apply for and/or be granted a variance	\$500
7.02 Agency Approval	Noncompliance with Minnesota Rule Chapter 7045 due to failure to obtain an Agency approval for a waiver	\$500
7.03 Closure/Post-Closure	Noncompliance with a Facility's closure/post closure plan due to failure to apply for and be granted	\$500
<b>Inspections</b>		
8.01 Standards/ RC Admin Code 5.04	Failure to comply with inspection requirements	\$1,000
<b>Additional Requirements</b>		
9.01 Additional Requirements	Failure to comply with additional requirements as imposed by the Authorized Department	\$500

## LODGING ESTABLISHMENT ORDINANCE VIOLATIONS

Ordinance: Ramsey County Lodging Establishment Ordinance, Section 6.01 adopts by reference Minnesota Administrative Rules, Chapter 4625 (Minnesota Lodging Code), except for 4625.2300, which are authorized by Minnesota Statutes, Chapter 157. Ramsey County is delegated the responsibility of ensuring compliance with certain provisions of Minn. Stat. 157 by the Minnesota Department of Health, which is authorized by Minn. Stat. 145A.07.

### CITATION NUMBERS BELOW:

“RC #.##” refers to the applicable section of the Ramsey County Lodging Establishment Ordinance  
 “Minn. Admin. R. 4625.####” refers to the applicable section of Chapter 4625 of Minnesota Administrative Rules  
 “Minn. Stat. 157.###.##” refers to the applicable section Chapter 157 of Minnesota Statutes

SECTION	VIOLATION	FINE AMOUNT
<b>License</b>		
RC 4.01	Operation of Lodging Establishment without a License	\$1,000
<b>Inspections and Plan Review</b>		
RC 5.04	Interference with the health authority	\$1000*
RC 5.04	Refusal to Permit Access to Premises or Records	\$1000*
RC 5.05	Failure to correct violations as ordered	\$1,000
RC 5.06	Construction or Remodeling of a Lodging Establishment without Approved Plans	\$500
<b>Sanitation &amp; Maintenance</b>		
MINN. ADMIN. R. 4625.0400	Inadequate Maintenance of Premises	\$500
MINN. ADMIN. R. 4625.0500	Improper Construction or Maintenance of Floors or Floor Coverings	\$300
MINN. ADMIN. R. 4625.0600	Improper Construction or Maintenance of Walls or Ceilings	\$300
MINN. ADMIN. R. 4625.0700	Unscreened Outer Openings	\$350
MINN. ADMIN. R. 4625.0800	Inadequate Lighting	\$300
MINN. ADMIN. R. 4625.0800	Inadequate Ventilation	\$350
MINN. ADMIN. R. 4625.0900	Insufficient Space	\$300
MINN. ADMIN. R. 4625.1000	Unclean Bedding or Linen	\$750
MINN. ADMIN. R. 4625.1100	Unclean Room Furnishings	\$450
MINN. ADMIN. R. 4625.1200	Failure to Provide or Maintain Plumbing Fixtures or Rooms	\$500
MINN. ADMIN. R. 4625.1300	Unapproved Water Supply	\$750
MINN. ADMIN. R. 4625.1400	Failure to Provide or Maintain Handwashing Facilities	\$500
MINN. ADMIN. R. 4625.1500	Improper Cleaning and/or Sanitizing or storage of Eating or Drinking Utensils	\$500
MINN. ADMIN. R. 4625.1500	Inadequate Facilities Provided for Cleaning and/or Sanitizing of Eating or Drinking Utensils	\$750

MINN. ADMIN. R. 4625.1500	Improper Handling, Storage or Re-use of Single-service Utensils	\$300
MINN. ADMIN. R. 4625.1600	Unapproved Sewage Disposal System	\$600
MINN. ADMIN. R. 4625.1600	Improper Storage or Disposal of Waste	\$500
MINN. ADMIN. R. 4625.1700	Presence of Insects or Rodents	\$750
MINN. ADMIN. R. 4625.1700	Failure to Eliminate Insects or Rodents	\$750
MINN. ADMIN. R. 4625.1800	Failure to Wash Hands	\$600
MINN. ADMIN. R. 4625.1800	Failure to Comply with Orders When Infection is Suspected	\$750
MINN. ADMIN. R. 4625.1900	Unclean or Unmaintained Premises	\$350
MINN. ADMIN. R. 4625.2000	Inadequate or Inaccessible Fire Escapes	\$750
MINN. ADMIN. R. 4625.2000	Inadequate or Inaccessible Fire Extinguisher	\$750
MINN. ADMIN. R. 4625.2100	Failure to Install or Maintain Plumbing	\$350
MINN. ADMIN. R. 4625.2200	Unapproved Ice-making Equipment	\$500
<b><i>Sex Trafficking Prevention Training</i></b>		
MINN. STAT. 157.177.2.a	Staff not trained or records of training not maintained	\$750
MINN. STAT. 157.177.2.c	Training curriculum insufficient	\$500
MINN. STAT. 157.177.2.d	Sex Trafficking Prevention poster not in a place readily accessible by all staff	\$500

\*Additional Penalty Possible of Five-Day Summary Suspension of License Using Ramsey County Administrative Ordinance Section 4.07 Procedures

# MANUFACTURED HOME PARKS AND RECREATION CAMPING AREAS ORDINANCE VIOLATIONS

Ordinance: Ramsey County Manufactured Home Parks & Recreational Camping Areas Ordinance, Section 6.01, adopts by reference Minnesota Rules parts 4630.0200 through 4630.1900, 4630.2210, and Minnesota Statutes section 327.14, 327.15 subd.1, 327.16, 327.20, and 327.205 through 327.28, and any future revisions thereof. Minn. Admin. R. 4630 are authorized by Minn. Stat. Chapter 327. Ramsey County is delegated the responsibility of ensuring compliance with certain provisions of Minn. Stat. Chapter 327 by the Minnesota Department of Health, which is authorized by Minn. Stat. 145A.07.

### CITATION NUMBERS BELOW:

“RC #.##” refers to the applicable section of the Ramsey County Manufactured Home Parks and Recreational Camping Areas Ordinance

“Minn. Admin. R. 4630.####” refers to the applicable section of Chapter 4630 of Minnesota Administrative Rules

“Minn. Stat. 327.##” refers to the applicable section of Chapter 327 of Minnesota Statutes

SECTION	VIOLATION	FINE AMOUNT
<b><i>License</i></b>		
RC 4.01	Operation Without a License	\$1,000
RC 4.05	Failure to conspicuously display license to the public	\$350
<b><i>Inspections and Plan Review</i></b>		
RC 5.04	Refusal to Permit Access to Premises or Records	\$1000*
RC 5.04	Interference with the Health Authority	\$1000*
RC 5.05	Failure to Remove or Correct a Violation	\$1,000
RC 5.06	Construction or Remodeling without Approved Plans	\$500
<b><i>Minn. Stat. Chapter 327 Requirements</i></b>		
MINN. STAT. 327.15	Operation of Manufactured Home Park	\$1,000
MINN. STAT. 327.16	Construction or Alteration of Manufactured Establishment without Approved Plans	\$500
MINN. STAT. 327.20	Unmaintained Streets	\$350
MINN. STAT. 327.27	Unposted Speed Limits	\$450
MINN. STAT. 327.27	Prohibited Practices	\$350
<b><i>Minn. Admin. R. Chapter 4630 Requirements</i></b>		
MINN. ADMIN. R. 4630.0200	Lack of Surface Drainage	\$450
MINN. ADMIN. R. 4630.0200	Wastewater Deposited on Ground Surface	\$550
MINN. ADMIN. R. 4630.0300	Lack of Responsible Caretaker	\$750
MINN. ADMIN. R. 4630.0400	Mobile Home Improperly Located	\$450

MINN. ADMIN. R. 4630.0500	Domestic Animals At Large	\$350
MINN. ADMIN. R. 4630.0500	Unclean or Unmaintained Animal Pen	\$350
MINN. ADMIN. R. 4630.0600	Unapproved or Inadequate Water Supply	\$750
MINN. ADMIN. R. 4630.0700	Unapproved or Inadequate Plumbing	\$450
MINN. ADMIN. R. 4630.0800	Unapproved Sewage Disposal System	\$750
MINN. ADMIN. R. 4630.0900	Failure to Install, Maintain or Equip Toilet, Bathing or Laundry Facilities	\$350
MINN. ADMIN. R. 4630.0900	Failure to Install, Maintain or Equip Sanitary Waste Station	\$350
MINN. ADMIN. R. 4630.1000	Failure to Properly Locate, Construct, Maintain or Operate Burning Facilities	\$250
MINN. ADMIN. R. 4630.1100	Improper or Inadequate Storage, Collection, or Disposal of Solid Waste	\$450
MINN. ADMIN. R. 4630.1200	Potential Harborage or Feeding of Insects or Rodents	\$450
MINN. ADMIN. R. 4630.1300	Lack of Adequate Lighting	\$450
MINN. ADMIN. R. 4630.1400	Unclean Community Kitchen or Dining Room	\$250
MINN. ADMIN. R. 4630.1500	Improper Location or Installation of Bottled Gas System	\$450
MINN. ADMIN. R. 4630.1600	Improper Location or Installation of Fuel Oil System	\$450
MINN. ADMIN. R. 4630.1700	Failure to Comply with Fire Marshal	\$750

\*Additional Penalty Possible of Five-Day Summary Suspension of License Using Ramsey County Administrative Ordinance Section 4.07 Procedures

## PUBLIC HEALTH NUISANCE ORDINANCE VIOLATIONS

Ordinance: Ramsey County Public Health Nuisance Ordinance, 2006-371, authorized by Minnesota Statutes Chapters 145 A, 375 and 152- the Home Rule Charter for Ramsey County.

### CITATION NUMBERS BELOW:

“RC #.##” refers to the applicable section of the Ramsey County Public Health Nuisance Ordinance

SECTION	VIOLATION	FINE AMOUNT
<b><i>Administration</i></b>		
RC 5.03	Failure to Permit Access by the Health Authority	\$1,000
RC 5.05	Failure to Properly Dispose of Waste	\$500
<b><i>Investigation and Repsonse to PHN (Non-Clandestine Lab Site)</i></b>		
RC 6.02	Failure to Abate a Public Health Nuisance	\$1,000
<b><i>Investigation and Repsonse to a Clandestine Lab Site</i></b>		
RC 7.04	Unlawful Access of a Clandestine Drug Lab	\$1,000
RC 7.05	Failure to Abate a Clandestine Drug Lab	\$1,000
RC 7.08	Failure to Vacate a Clandestine Drug Lab	\$1,000
RC 7.09	Failure to Submit a Written Remediation Plan	\$500
RC 7.10	Failure to Disclose Methamphetamine Production	\$500



## PUBLIC SWIMMING POOL ORDINANCE VIOLATIONS

Ordinance: Ramsey County Public Swimming Pool Ordinance, Section 4, subsection 1, adopts by reference Minnesota Rules, Chapter 4717.0150 through 4717.3975 (Minnesota Pool Code) which are authorized by Minn. Stat. Chapter 144. Ramsey County is delegated the responsibility of ensuring compliance with certain provisions of Minn. Stat. 144 by the Minnesota Department of Health, which is authorized by Minn. Stat. 145A.07.

### CITATION NUMBERS BELOW:

"RC #.##" refers to the applicable section of the Ramsey County Public Swimming Pool Ordinance

"Minn. Admin. R. 4717.####" refers to the applicable section of Chapter 4717 of Minnesota Administrative Rules

"Minn. Stat. 144.####" refers to the applicable section of Chapter 144 of Minnesota Statutes

SECTION	VIOLATION	FINE AMOUNT
<b>Depth Markings</b>		
RC 4.02	Improper or Inadequate Depth Markings	\$450
<b>License</b>		
RC 5.01	Operation of Public Swimming Pool Without a License	\$1,000
<b>Inspection</b>		
RC 6.00	Refusal to Permit Access to Premises	\$1000*
<b>Minnesota Clean Indoor Act</b>		
RC 7.00	Violation of Clean Indoor Air Act	See Clean Air Ord
<b>Plans and Specifications</b>		
MINN. ADMIN. R. 4717.0450	Construction or Alteration of Public Swimming Pool Without Approved Plans	\$500
<b>Pool Operation and Maintenance</b>		
MINN. ADMIN. R. 4717.0650 Subp. 2	Improper Operation or Maintenance of Pool, Equipment, or Facility	\$500
MINN. ADMIN. R. 4717.0650 Subp. 3	Lack of Designated or Trained Operation	\$750
MINN. ADMIN. R. 4717.0650 Subp. 4	Failure to Maintain Operation Manual	\$250
MINN. ADMIN. R. 4717.0650 Subp. 5	Failure to Employ Certified Pool Operator	\$750
MINN. ADMIN. R. 4717.0750	Failure to Maintain or Retain Pool Record	\$500
<b>Life and Safety</b>		
MINN. ADMIN. R. 4717.0775	Failure to Report Major Incident	\$1,000
MINN. ADMIN. R. 4717.0950	Lack of Certified Lifeguard	\$1,000
MINN. ADMIN. R. 4717.1050	Lack of or Improper "No Lifeguard Warning Sign"	\$500
MINN. ADMIN. R. 4717.1350	Lack of pool capacity (bather load) Sign	\$250
MINN. ADMIN. R. 4717.1350	Bather Load in Excess of Capacity	\$250
MINN. ADMIN. R. 4717.1450	Lack of Lifeguard Station	\$500
MINN. ADMIN. R. 4717.1450	Lifesaving Equipment Unmarked, in Poor Repair, Not Provided, or Not Ready to Use	\$500
<b>Restricted Access; Pool Covers</b>		
MINN. ADMIN. R. 4717.1550	Uncontrolled Access to Swimming Pool	\$1,000
MINN. ADMIN. R. 4717.1550	Improper Design or Construction of Pool Access Restriction	\$500

MINN. ADMIN. R. 4717.1575	Improper Design or Maintenance of Pool Cover	\$1,000
<b>User Sanitation and Safety</b>		
MINN. ADMIN. R. 4717.1650	Failure to Post User Safety/Sanitation Rules	\$250
MINN. ADMIN. R. 4717.1650	Violation of User Sanitation & Safety Rules	\$350
MINN. ADMIN. R. 4717.1750 Subp. 1	Excessive Water Temperature	\$500
<b>Water Quality</b>		
MINN. ADMIN. R. 4717.1750 Subp. 2	Lack of Approved Test Kit	\$400
MINN. ADMIN. R. 4717.1750 Subp. 3 or 4	Improper Disinfectant Residual	\$750
MINN. ADMIN. R. 4717.1750 Subp. 5 or 6	Improper Water Quality	\$500
MINN. ADMIN. R. 4717.1750 Subp. 7	Inadequate Water Clarity	\$750
MINN. ADMIN. R. 4717.1750 Subp. 8	Use of Unapproved Chemicals	\$350
MINN. ADMIN. R. 4717.1750 Subp. 8	Improper Storage of Chemicals	\$450
MINN. ADMIN. R. 4717.1750 Subp.11	Use of cyanuric acid at an indoor pool	\$500
MINN. ADMIN. R. 4717.1950	Inadequate Cleaning	\$350
<b>Sanitary Facilities</b>		
MINN. ADMIN. R. 4717.2150 Subp. 1	Unapproved or Inadequate Water Supply	\$750
MINN. ADMIN. R. 4717.2150 Subp. 2	Improper Installation or Maintenance of Backflow Protection	\$450
MINN. ADMIN. R. 4717.2250	Unapproved Sewage Disposal System	\$700
<b>Pool Structure</b>		
MINN. ADMIN. R. 4717.2350	Improper Design, Construction, or Installation of Pool Structure	\$700
MINN. ADMIN. R. 4717.2450	Improper or Inadequate Markings or Lines	\$450
MINN. ADMIN. R. 4717.2550	Improper Design or Operation of Recirculation System	\$450
MINN. ADMIN. R. 4717.2560	Inadequate Recirculation Rate	\$350
MINN. ADMIN. R. 4717.2570	Improper Design, Construction, Installation, or Operation of Recirculation Equipment	\$250
MINN. ADMIN. R. 4717.2580	Improper Design, Construction, Installation, or Operation of Inlets or Outlets	\$250
MINN. ADMIN. R. 4717.2590	Improper Design, Construction, Installation, or Operation of Overflow Gutters	\$250
MINN. ADMIN. R. 4717.2595	Improper Design, Construction, Installation, or Operation of Skimmers	\$250
MINN. ADMIN. R. 4717.2610	Improper Design, Construction, Installation, or Operation of Chemical Feeders	\$250
MINN. ADMIN. R. 4717.2620	Improper Design, Construction, Installation, or Operation of Chemical Handling Equipment or Protective Equipment	\$350
MINN. ADMIN. R. 4717.2630	Improper Design, Construction, Installation, or Operation of Gas Chlorine	\$700
MINN. ADMIN. R. 4717.2650	Improper Design, Construction, Installation, or Operation of Hypochlorite Solution	\$350
MINN. ADMIN. R. 4717.2750	Improper Design, Construction, Installation, or Operation of Erosion Feeder	\$250
MINN. ADMIN. R. 4717.2850	Improper Design, Construction, Installation, or Operation of Sand Filter	\$250
MINN. ADMIN. R. 4717.3050	Improper Design, Construction, Installation, or Operation of Diatomaceous Earth Filter	\$250
MINN. ADMIN. R. 4717.3150	Improper Design, Construction, Installation, or Operation of Cartridge Filter	\$250
MINN. ADMIN. R. 4717.3250	Improper Design, Construction, Installation, or Maintenance of Climbing or Diving	\$450

MINN. ADMIN. R. 4717.3350	Improper Design, Construction, Installation, or Maintenance of Deck or Walkway	\$250
MINN. ADMIN. R. 4717.3450	Improper or Inadequate Lighting, Ventilation, or Electrical Equipment	\$250
MINN. ADMIN. R. 4717.3475	Improper Design, Construction, Installation, or Operation of Platform, Slide, or Other Equipment	\$500
MINN. ADMIN. R. 4717.3550	Improper Design, Construction, or Maintenance of Dressing Room	\$250
MINN. ADMIN. R. 4717.3650	Improper Design, Construction, or Maintenance of Toilet or Dressing Room	\$250
MINN. ADMIN. R. 4717.3675	Lack of Drinking Fountain	\$250
MINN. ADMIN. R. 4717.3750	Improper Design, Construction, Installation, or Use of Diving Area	\$500
<b>Special Use Pools</b>		
MINN. ADMIN. R. 4717.3850	Failure to Install, Maintain or Equip Spa Pool	\$250
MINN. ADMIN. R. 4717.3850 Subp. 2	Inadequate Recirculation Rate	\$350
MINN. ADMIN. R. 4717.3850 Subp. 6	Improper Design or Location of Timer	\$250
MINN. ADMIN. R. 4717.3850 Subp. 10	Failure to Post Sign	\$250
MINN. ADMIN. R. 4717.3870	Failure to Install, Maintain or Equip Pool Slide	\$350
MINN. ADMIN. R. 4717.3875	Failure to Install, Maintain or Equip Flume Water Slide	\$350
MINN. ADMIN. R. 4717.3875 Subp. 2	Attendant Not Present	\$250
MINN. ADMIN. R. 4717.3875 Subp. 11	Failure to Post Sign	\$250
MINN. ADMIN. R. 4717.3950	Improper Design, Construction, Installation, or Operation of Wave Pool	\$500
<b>Emergency Closure</b>		
MINN. ADMIN. R. 4717.3970	Operation of Public Swimming Pool in Violation of Emergency Closure Order	\$1000*
<b>Suction Outlets</b>		
MINN. STAT. 144.1222.1c	Less than two suction outlets, not connected dual-parallel, and/or outlet covers do not meet ASME/ANSI/MDH standards	\$1,000
MINN. STAT. 144.1222.1c.d	Failure to certify outlet cover meet applicable standards and/or inspected for proper installation	\$350
MINN. STAT. 144.1222.1d	Failure to physically inspect outlet covers daily, record inspection, and/or close the pool to make necessary repairs	\$750

\*Additional Penalty Possible of Five-Day Summary Suspension of License Using Ramsey County Administrative Ordinance Section 4.07 Procedures

## SOLID WASTE ORDINANCE VIOLATIONS

Ramsey County Solid Waste Ordinance is adopted pursuant to Minnesota Statutes, Chapters 115A, 145A, 375, 400, and 473 and the Ramsey County Home Rule Charter.

### CITATION NUMBERS BELOW:

“#.##” refers to the applicable section of the Ramsey County Solid Waste Ordinance

SECTION	VIOLATION	FINE AMOUNT
<b><i>Administration</i></b>		
2.03 A. Compliance	Failure to comply with Ordinance provisions	\$500
2.04 A. Conditions	Failure to comply with License conditions	\$500
2.05 False Information	Providing false information	\$500
<b><i>Licensing of Solid Waste Facilities and Sites</i></b>		
4.01 License Required	Operating as a solid waste facility without a license	\$1,000
4.02 License on Premises	Failure to post license in a public area	\$350
4.11 A. Bonds or Letters of Credit	Failure to provide required financial assurance documentation	\$750
4.11 B. Insurance	Failure to provide required types and or levels of insurance	\$500
4.12 Change in Facility Operations	Failure to notify and receive Department approval for changes in facility operations	\$500
4.13 Municipal Compliance	Failure to provide Department with proof of compliance with municipal ordinances, regulations, and requirements	\$250
<b><i>Termination of Licensed Operation and Abandonment</i></b>		
5.01 Termination of Operation	Failure of a business or generator to properly remove all solid wastes or other accumulated materials, to include recyclables, after termination of business operations	\$1,000
5.02 Abandonment	Failure of a property owner to properly remove all solid wastes or other accumulated materials, to include recyclables, after abandonment of said material on owner’s property	\$1,000
<b><i>Solid Waste Facility/Site Operations</i></b>		
6.02 Parts A – N	Failure to provide or maintain required equipment, facilities, structures, or utilities.	\$500
6.04 General Operating Procedures	Failure to comply with general operating procedures.	\$500
6.04 A. Open Burning	Failure to prohibit open burning	\$1,000
6.04 B. Scavenging	Failure to prohibit scavenging	\$250
6.04 D. Wind-Blown Material	Failure to attempt to control wind-blown material from leaving site	\$500
6.04 E. Putrescible Materials	Failure to properly manage putrescible materials	\$750
6.04 F. Public Nuisance Control	Failure to properly control public nuisances	\$750
6.04 G. Reports	Failure to submit reports as required or requested	\$500
6.04 G.3 Record Retention	Failure to retain records for a minimum of three years	\$500
6.04 H. Site Supervisor	Site supervisor not on site while facility is operating	\$500
<b><i>Collection and Transportation of Solid Waste</i></b>		
7.03 License Required	Operating collection and transportation vehicles without a license	\$1,000

7.03 B.2 Decalcomania	Failure to display annual license decal on collection and transportation vehicle(s) for Ramsey County Base Haulers	\$500
7.03 B.3 Insurance	Failure to provide and maintain required insurance	\$750
7.03 C.3 Vehicle Decals	Failure to display current license decal on collection and transportation vehicle(s) for Ramsey County Operating Haulers	\$500
7.04 A. Equipment	Failure to provide easily cleanable, leak-proof, durable and covered collection and transportation vehicles	\$500
7.04 B. Maintenance	Failure to maintain collection and transportation vehicles in a safe and sanitary manner	\$500
7.04 C. Identification	Failure to properly label each container and/or collection and transportation vehicle	\$500
7.04 D. Inspection	Failure to allow an inspection of a collection and transportation vehicle or container	\$500
7.04 E. Storage in Vehicles	Storage of mixed municipal solid waste in collection and transportation vehicles or containers following collection in excess of 24 hours	\$500
7.04 F. Protecting Private Property	Operational damage to or spilling mixed municipal solid waste on private property	\$750
7.04 G. Smoking, Smoldering, or Burning Solid Waste	Collecting and transporting smoking, smoldering, or burning mixed municipal solid waste	\$500
7.04 H. Dumping in an Emergency	Failure to clean up mixed municipal solid waste dumped in an emergency	\$1,000
7.04 I. Discharge of Liquid Waste	Illegal discharge of liquid waste from mixed municipal solid waste collection vehicles or containers at a non-designated facility.	\$1,000
7.04 J. Volume or Weight Based Rates and Charges	Failure to provide volume or weight based rates and charges	\$350
7.04 K. Charges for Recycling	Imposing higher MSW collection charges on residential customers that recycle than on those who do not recycle	\$350
7.04 L. Collection Records	Failure to provide and maintain records of collection	\$350
<b>Mixed Municipal Solid Waste Land Disposal Facilities (MMSWLDF)</b>		
8.02 A-D Additional Licensing Requirements	Failure to provide required documentation	\$350
8.03 Design and Construction	Failure to properly design or construct a MMSWLDF	\$1,000
8.03 A. Equipment	Failure to provide and maintain proper operating equipment	\$750
8.03 B. Entrance Signage	Failure to provide and maintain proper facility signage	\$350
8.03 C. Public Disposal Facilities	Failure to provide and maintain proper disposal facilities for the public	\$750
<b>Construction and Demolition Waste Land Disposal Facilities (CDWLDF)</b>		
9.02 A-D Additional Licensing Requirements	Failure to provide required documentation	\$350
9.03 Design and Construction	Failure to properly design or construct a CDWLDF	\$1,000
9.03 A. Equipment	Failure to provide and maintain proper operating equipment	\$750
9.03 B. Entrance Signage	Failure to provide and maintain proper facility signage	\$350
9.03 C. Public Disposal Facilities	Failure to provide and maintain proper disposal facilities for the public	\$750
9.04 General Operating Procedures	Failure to comply with general operating procedures.	\$500

9.04 A. Public Usage	Allowing public usage without Department approval	\$350
9.04 B. Pest Eradication	Failure to provide proof of satisfactory pest eradication of structure prior to demolition	\$500
9.04 C. Refuse Prohibited	Allowing non-permitted materials to be deposited	\$500
<b>Industrial Solid Waste Land Disposal Facilities (ISWLDF)</b>		
10.02 A-D Additional Licensing Requirements	Failure to provide required documentation	\$350
10.03 Design and Construction	Failure to properly design or construct an ISWLDF	\$1,000
10.03 A. Equipment	Failure to provide and maintain proper operating equipment	\$750
10.03 B. Entrance Signage	Failure to provide and maintain proper facility signage	\$350
10.04 General Operating Procedures	Failure to comply with general operating procedures	\$500
10.04 A. Public Usage	Allowing public usage without Department approval	\$350
<b>Land Application/Bioremediation (SWLLAB)</b>		
11.02 Approval Required	Establishing, operating, or maintaining a SWLLAB facility or site without Department approval	\$1,000
11.03 A-F Approval Requirements	Failure to provide required documentation	\$350
11.04 A-V Operational Requirements	Failure to comply with required operational procedures	\$750
11.05 Closure	Failure to provide the Department with the necessary closure information	\$350
11.06 Reporting Requirements	Failure to submit the required reports	\$350
<b>Solid Waste Transfer Stations (SWTS)</b>		
12.04 Annual Capacity Limit	Exceeding annual licensed capacity	\$1,000
12.05 A-G Additional Licensing Requirements	Failure to provide required documentation	\$350
12.06 Design and Construction	Failure to properly design or construct a SWTS	\$1,000
12.06 A. Entrance Signage	Failure to provide and maintain proper facility signage	\$350
12.07 General Operating Procedures	Failure to comply with general operating procedures	\$500
12.07 A. Waste Removal and Clean-up	Failure to properly remove or store solid waste	\$350
12.07 B. Orderly Maintenance	Failure to properly clean and maintain SWTS	\$350
12.07 C. Traffic Control	Failure to provide adequate traffic control measures	\$350
12.07 D. Delivery of Solid Waste	Allowing unlicensed haulers to deliver solid waste	\$350
12.07 E. Unloading	Allowing vehicles to unload waste outside of the authorized tip area or structure	\$350
12.07 F. Nuisance Control	Failure to prevent nuisance conditions	\$350
12.07 G. (1-3) Major Appliances	Failure to properly manage major appliances	\$500
12.07 G. (4) CFC Certification	Processing refrigerated appliances without CFC certification	\$500
12.07 G. (6) Record Keeping	Failure to properly maintain records of appliance processing	\$250
12.07 H. Hazardous Waste	Failure to properly manage hazardous waste at a transfer station	\$500
12.07 I. Reports and Records	Failure to prepare and submit monthly transfer station reports and/or provide transfer station	\$350
<b>Solid Waste Processing Facilities (SWPF)</b>		

13.02 A-E Additional Licensing Requirements	Failure to provide required documentation	\$350
13.03 Design and Construction	Failure to properly design or construct a SWPF	\$1,000
13.04 General Operating Procedures	Failure to comply with general operating procedures	\$500
13.04 A. Waste Removal and Clean-up	Failure to properly remove or store solid waste	\$350
13.04 B. Orderly Maintenance	Failure to properly clean and maintain SWPF	\$350
13.04 C. Traffic Control	Failure to provide adequate traffic control measures	\$350
13.04 D. Delivery of Solid Waste	Allowing unlicensed haulers to deliver solid waste	\$350
13.04 F. Nuisance Control	Failure to prevent nuisance conditions	\$350
13.04 G. Hazardous Waste	Failure to properly manage hazardous waste at a SWPF	\$500
13.04 I. Records	Failure to prepare and/or provide SWPF records	\$350
<b>Waste Tire Collection Sites and Proessing Facilities</b>		
14.03 A-E Additional Licensing Requirements	Failure to provide required documentation	\$350
14.04 Design and Construction	Failure to properly design or construct a SWPF	\$1,000
14.05 General Operating Procedures	Failure to comply with general operating procedures	\$500
14.06 Waste Tire Reduction	Failure to reduce on-site waste tires within established time limits	\$350
14.07 Cessation of Operation	Failure to remove waste tires and/or waste tire products upon cessation of facility operations	\$500
<b>Demolition or De-Construction Sites</b>		
15.02 A.2. Notification – Demolition	Failure to provide the county with an MPCA demolition notification form seven working days prior to start of demolition	\$350
15.02 B. Removal of Items Prior to Demo	Failure to ensure that all regulated items identified in pre-demo inspection report are removed prior to demolition and properly managed	\$500
15.02 C. Inspection	Failure to allow county staff to conduct a pre-demolition inspection prior to demolition commencing	\$1,000
15.02 D.1. Record Retention	Failure to retain recycling, reuse, or disposal records for at least three years following demolition of a structure	\$250
15.02 D.2. Provide Records	Failure to provide the department with recycling, reuse, disposal records, receipts, or other related documentation associated with the demolition	\$350
15.03 A. NESHAPs Asbestos Abatement	Failure to remove asbestos in a NESHAPs facility no less than two working days prior to the start date cited on a 10-day MPCA or MDH notification form	\$350
15.03 B. NESHAPs Air Monitoring	Failure to conduct air clearance monitoring following asbestos abatement	\$500
15.04 Item Removal Prior to Demo	Failure to properly characterize, test, remove, manage, and dispose or reuse or recycle items listed in sections A through Q before renovation, demolition or deconstruction begins	\$500
<b>Variances and Nonconforming Sites</b>		
16.01 Variances	Failure to apply for a variance	\$1,000
<b>Illegal Dumping</b>		
17.01 Unauthorized Dumping	Depositing of solid waste at an unauthorized location	\$1,000
17.02 Unlicensed Open Dump	Operating an unlicensed open dump	\$1,000

17.02 A-I Open Dump Closure	Failure to close dump in accordance with established provisions	\$500
17.03 Open Burning	Unauthorized open burning of solid waste	\$1,000
17.04 Burial of Solid Waste	Unauthorized burial of solid waste or other materials	\$1,000
17.05 Unauthorized Cleanfill	Burial of inert material as fill that does not meet criteria	\$1,000
<b>Solid Waste Storage</b>		
18.01 Storage Requirements	Failure to comply with solid waste storage requirements	\$500
18.02 Storage Approval	Failure to apply for storage approval	\$500
18.02 Time Limit for Storage	Failure to comply with storage approval conditions	\$500
18.03 Storing Recyclables	Failure to properly store recyclables	\$350
<b>Designation of Solid Waste</b>		
19.01 Delivery Requirements	Failure to deliver acceptable waste to designated facility	\$1,000
19.05 Acceptance Requirements	Failure to accept delivered acceptable waste	\$1,000
19.06 A. Unacceptable Waste	Depositing of an unacceptable waste at a designated facility	\$500
19.06 B. Mixing Prohibited Waste	Mixing of acceptable waste with unacceptable waste	\$500
19.06 C. Rejected Waste	Failure to properly dispose of a rejected waste	\$750
19.09 Tipping Fees	Failure to pay the established tipping fee	\$1,000
<b>Prohibition on Solid Waste Disposal</b>		
20.01 Prohibition	Allowing disposal of solid waste on or in land that is not an authorized licensed land disposal facility	\$1,000
<b>Inspections</b>		
22.01 Standards/RC Admin. Code 5.04	Failure to comply with inspection requirements	\$1,000
<b>Service Charge</b>		
23.03 Billing and Collection	Failure to bill and/or collect the CEC	\$1,000
23.04 Remittance	Failure to remit collected CEC to the County	\$1,000
23.04 Report Required	Failure to submit CEC report as required	\$500
23.05 Statements	Failure to properly itemize CEC on statements/invoices	\$500
23.06 Examination of Records	Failure to allow audit of records	\$1,000
23.06 Record Retention	Failure to maintain all business records related to the service charge for no less than six years	\$500
23.08 Fair Market Value	Failure to charge the fair market value for solid waste service	\$500



# RAMSEY COUNTY ADMINISTRATIVE ORDINANCE

"The County Board of Ramsey County ordains:"

## 1.00 APPLICATION OF ORDINANCE

- 1.01 Application: The provisions of this Ordinance shall apply to all activities, conditions, premises and persons within the County of Ramsey, which are regulated by Ramsey County.
- 1.02 Other Provisions: If provisions of a Ramsey County Ordinance conflict with provisions of this Ordinance, the more restrictive provisions shall prevail. If neither provision is more restrictive, the provision in the program-specific Ordinance shall prevail.

## 2.00 DEFINITIONS

The following words and phrases, when used in this Ordinance, unless the context clearly indicates otherwise, shall have the meaning ascribed to them in this section.

- 2.01 County: shall mean the County of Ramsey.
- 2.02 County Board: shall mean the Board of Ramsey County Commissioners and their authorized representatives.
- 2.03 Department: shall mean a separate part, division, bureau, sub-unit or branch of Ramsey County authorized by the County Board to carry out or enforce any provision of a County Ordinance.
- 2.04 Fees: shall mean any and all fees assessed by the Department for the regulated activity, including, but not limited to: license fees, application fees, penalties for late renewals, state program fees, review fees and mandated surcharges.
- 2.05 License: shall mean the whole or part of any permit, certificate, approval, registration, or similar form of permission or renewal required by a County Ordinance or State Law administered by the County for the operation of any business, service or facility. The term "license" shall not include any license, lease or permit issued by any County Department solely for the use of any County property or facility by the licensee.
- 2.06 Licensee: shall mean the person who has been given the authority by the issuance of a license by the Department to establish, operate, and/or maintain a facility or activity regulated by County Ordinances.
- 2.07 Person: shall mean any human being, any municipality or other governmental or political subdivision or other public agency, any public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, employee, or other legal representative of any of the foregoing, or any other legal entity.

## 3.00 UNLAWFUL ACTIVITIES

- 3.01 It is unlawful for any person:
  - A. To engage in any activity, trade, profession, business, or privilege or to operate any site, facility or establishment for which a license is required by any provision of a County Ordinance unless such person has first obtained such license.
  - B. To engage in any activity, trade, profession, business or privilege or operate any site, facility, or

establishment in Ramsey County for which a license is required by any provision of a County Ordinance when any license granted for the conduct of such activity, trade, profession, business or privilege or operation of such site, facility or establishment has been revoked or suspended.

- C. Who possesses a valid license issued pursuant to County Ordinance to engage in any such activity, or operate any such licensed facility, establishment, profession, business, or privilege in such a way as to knowingly violate any requirement of any Ramsey County Ordinance applicable to such activity, trade, profession, business, privilege, site, facility or establishment.
- D. To fail or refuse to correct any condition or method of operation, which violates any Ramsey County Ordinance applicable to the conduct of any licensed activity, trade, profession, business, privilege, site, facility, or establishment after being ordered to do so by the County.

#### 4.00 LICENSING PROCEDURES

Unless provided for by other County Ordinances, the procedure for application for issuance, denial, suspension, or revocation of any license required by County Ordinance shall be as set forth herein.

- 4.01 Application: Application for a license or license renewal shall be made to the Department and shall be on forms furnished by the Department. The application shall not be considered complete until the Department has received all information required.
- 4.02 Financial Assurance and Insurance: Issuance of any license pursuant to the provisions of any County Ordinance shall be contingent upon the applicant furnishing to the County financial assurance in a form and amount to be determined by the County. The applicant shall also furnish to the County certificates of insurance issued by insurers duly licensed with the State of Minnesota in the types and amounts specified by the County.
- 4.03 Payment of Fee: The fees required for a license shall be paid to the County in the manner specified by the Department. Unless otherwise provided by the County Board, no license fee shall be prorated for a portion of a year and no license fee shall be refunded. No license shall be issued until all required fees have been paid in full.
- 4.04 Penalty for Late Payment: Every person who submits payment for an initial or renewal license after the due date specified by the Department shall be subject to the following penalty:
  - A. If the payment is submitted one to thirty days late, a twenty-five percent (25%) penalty, with a minimum penalty of twenty-five dollars (\$25.00).
  - B. If the payment is submitted more than thirty days from the due date,
    - 1. the license application may be denied,
    - 2. the activity for which a license is required shall cease, and
    - 3. if a new license is approved within one calendar year of the denial date, the fee shall consist of the amount set forth for new licenses, plus the late penalty fee that was not paid for the previous application.
- 4.05 Issuance or Denial of License: Unless otherwise provided in the Ordinance under which a license is issued, and except in the initial licensing of solid waste transfer stations as provided herein, the Department shall have thirty (30) days after receipt of a complete application to grant or renew a license.
  - A. When a license is denied, the Department shall state the basis for its decision and the notice of its decision shall be served on the applicant either personally or by certified mail at the address designated in the license application. The denial shall become effective on the eleventh (11<sup>th</sup>) County working day

after service of the notice unless prior to that date the applicant has either paid the required fees or requested a hearing. Any request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance and any such hearing shall be conducted pursuant to Section 7.00 of this Ordinance.

- B. Prior to issuing an initial license for a solid waste transfer station the Department shall commence a 30-day public comment period, seeking written comments from the public. A comment period shall begin only after the Department has determined that the license application is complete. The Department shall notify the appropriate local government and landowners within 350 feet of the property boundary of the proposed transfer station. The applicant must include the names of landowners within 350 feet of the property boundary in the license application. If requested by members of the public to hold a public meeting or the municipality or planning district council in which the proposed facility is located, and if the municipality or Minnesota Pollution Control Agency does not hold a public meeting, then, following the 30-day comment period, the Department will host a public meeting for the purpose of taking comments on the application. Following the comment period the Department will prepare a written summary of the comments. The Department will issue or deny the license within thirty days of the later of the close of the comment period or the date of the hearing.

4.06 Suspension: Any license required under County Ordinance may be suspended by the Department for violation of any provision of any County Ordinance.

- A. Upon written notice to the licensee said license may be suspended by the Department until the violation is corrected but in no event for longer than sixty (60) days.
- B. Such suspension shall not occur earlier than ten working days after written notice of suspension has been served on the licensee either personally or by certified mail at the address designated in the license application. The notice shall contain the effective date of the suspension, the nature of the violation or violations constituting the basis for the suspension, the facts which support the conclusion that a violation or violations have occurred, and that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.

4.07 Summary Suspension: If the Department finds that there is an imminent risk of substantial harm to the public health, safety, or welfare it may summarily suspend a license.

- A. Written notice of such summary suspension shall be served on the licensee personally or by certified mail at the address designated in the license application. In addition, the Department may post copies of the notice of summary suspension of the license on the licensed facility or property being used for the licensed activity. Said posting shall constitute the notice required under this section.
- B. The notice shall state the nature of the violation requiring emergency action, the facts which support the conclusion that a violation or violations have occurred, and a statement that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.
- C. The summary suspension shall not be stayed pending review by the Department or an appeal to the County Board.

4.08 Suspensions, Re-inspections: Upon written notification from the licensee that all the violations for which a license was suspended have been corrected, the Department shall re-inspect the facility or activity within a reasonable length of time. If the violations constituting the grounds for the suspension have been corrected, the Department shall immediately dismiss the suspension by written notice, which shall be served upon the licensee either personally or by certified mail at the address designated in the license application.

4.09 Revocation: Any license granted pursuant to a County Ordinance may be revoked by the Department for violation of a material provision of any County Ordinance.

- A. Revocation shall not occur earlier than ten (10) County working days from the time that written notice

of revocation is served on the licensee or, if a hearing is requested, until written notice of the County Board action has been served on the licensee.

- B. The notice shall state the violation(s) constituting the basis for the revocation, the facts which support the conclusion that a violation or violations have occurred, and a statement that a request for a hearing shall be made in accordance with the requirements of Section 7.00 of this Ordinance.

#### 4.10 Variance

- A. Variance Permitted: If, because of exceptional circumstance, the strict enforcement of any provision of a Ramsey County Ordinance would cause unnecessary hardship, or that strict conformity with an Ordinance would be unreasonable, impractical, or not feasible a variance may be granted by the Department.
- B. Variance Conditions: A variance may be granted upon findings by the Department that:
  - 1. The conditions causing the hardship are unique to the property, applicant, or licensee.
  - 2. The variance is proved necessary in order to secure for the applicant a right or right enjoyed by other persons in the same area or district.
  - 3. Granting the variance will not be contrary to public interest or adverse to the rights of other persons similarly situated or properties in the same area or district.
  - 4. Granting the variance will not be detrimental to the public health, safety, and welfare.
  - 5. No variance shall be granted simply because there are no objections, because those who do not object outnumber those who do, or for any reason other than a proved hardship.
- C. Informal Administrative Hearing: Unless otherwise provided, the Department shall conduct an informal administrative hearing within thirty (30) days of receipt of an application for variance. The applicant or his/her designated representative shall attend the hearing and present the facts or conditions upon which the application for variance is based. The Department shall prepare a written decision, with its reasons therefore, and serve it on the applicant personally or by certified mail by the close of business on the tenth (10<sup>th</sup>) County working day following the hearing.
- D. Request for Formal Hearing: In the event that the Department decides to deny the application for variance, the applicant may request a formal hearing. The request shall be in writing stating the grounds upon which the request is based and served personally or by certified mail on the Department by the close of business on the tenth (10<sup>th</sup>) County working day after the Department's decision was placed in the United States mail or personally served upon the applicant. The hearing shall be conducted pursuant to Section 7.00 of this Ordinance.

#### 5.00 INSPECTION

- 5.01 Routine Inspections: Routine inspection and evaluation of activities, trades, professions, businesses, privileges, sites, facilities and establishments shall be made by the Department with such frequency as to insure consistent compliance by the applicant or licensee with the provisions of the County Ordinance. Inspections consist of the physical presence of Department staff at a site or facility for the purpose of observing and evaluating existing conditions and past occurrences, in order to determine the degree of compliance with existing Ordinances, rules, regulations and standards. As deemed necessary by staff, the scope of an inspection may include, but is not limited to the following:
  - 1. reviewing files, records, plans, and other documents, in both paper and electronic form;
  - 2. physical access to all areas of a site or facility;

3. collecting environmental samples, including, but not limited to, samples of air, water, food, soil, products, bi-products, and wastes; and
4. taking photographs and recording by video, audio, or other electronic means.

The licensee shall allow free access to authorized representatives of the County or any other governmental agency at any reasonable time for the purpose of making such inspections as may be necessary to determine compliance with the requirements of County Ordinances, or any other applicable statute, Ordinance, or regulation. Failure of the applicant or licensee to permit such inspection shall be grounds for revocation, suspension, or denial of a license. The licensee shall be provided with written and documented notice of any deficiencies, requirements for their correction, and the date when the corrections shall be accomplished.

- 5.02 **Right of Entry:** Whenever necessary to make an inspection to enforce any provision of a County Ordinance, the Department or its authorized agent may enter any building, premises, or property in or upon which a regulated activity takes place at all reasonable times to inspect the same or to perform any duty incumbent upon the Department, provided that if such building, premises, or property be occupied, the authorized agent shall first present proper credentials and request entry; and if such building, premises, or property be unoccupied, the Department shall first make a reasonable effort to locate the owner or other persons having charge or control thereof and request entry. If such entry is refused, the Department shall have recourse to every remedy provided by law to secure entry, including administrative warrants.
- 5.03 **Authorization to Issue Orders:** Whenever the Department or its authorized agents find any unlawful or dangerous condition or activity it may issue such orders as may be necessary to protect the public health, safety, or welfare.
- 5.04 **Compliance Required:** The owner, operator, or other person responsible for the condition or violation to which the order or notice pertains shall comply with any order issued by the Department within such time as determined by the Department. If the building, premises, or property is owned by one person and occupied by another and the order or notice requires immediate compliance such order or notice shall be served on the owner and occupant and both the owner and the occupant shall ensure compliance with the order or notice.

## 6.00 ENFORCEMENT

- 6.01 **Misdemeanor:** Any person who violates a Ramsey County Ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished as provided by law. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.
- 6.02 **Citations:** Any person charged with the responsibility of administration and enforcement of any Ramsey County Ordinance shall have the power to issue citations for violations thereof.
- A. **Misdemeanor Citations:** Misdemeanor Citations shall be in a form as may be approved from time to time by the Judges of the Second Judicial District.
- B. **Administrative Citations:**
1. **Purpose and Findings.** The County Board finds that there is a need for alternative methods of enforcing the provisions of Ramsey County Ordinances. While criminal fines and penalties have been the most typical enforcement mechanism, there are certain negative consequences for both the County and the accused. The delay inherent in that system does not ensure prompt resolution. Some administrative regulation violations need not always be treated as a criminal offense. The higher burden of proof and the potential of incarceration do not appear appropriate for most administrative violations. The criminal process does not always regard Ramsey County Ordinance violations as being important. Accordingly, the County Board finds that the use of administrative citations and the imposition of civil penalties is a legitimate and necessary alternative method of enforcement. This method of enforcement is in addition to any other legal remedy that may be pursued for Ramsey County Ordinance violations.

2. Administrative Citations and Civil Penalties. This Section governs administrative citations and civil penalties for violations of Ramsey County Ordinances.
3. General provisions. A violation of Ramsey County Ordinances is subject to administrative citation and civil penalties. Each day a violation exists constitutes a separate offense.
4. Civil Penalties. Penalties for violation of County Ordinances shall be established by resolution of the County Board. A schedule of civil penalties for violation of specific provisions within county Ordinances shall be presented to the Board annually upon its consideration of County fees, and initially upon adoption of amendment to the Administrative Ordinance establishing authority for Administrative Citations.
5. Administrative Citation. The Department may issue an administrative citation upon the finding that an Ordinance violation has occurred. The citation must be issued in person or by U.S. mail to the property owner and/or person responsible for the violation offense at the last known address. The citation must state the date, time, and nature of the offense, the name of the issuing person, the amount of the scheduled civil penalty, and the manner for paying the civil penalty or appealing the citation.
  - a) Response to Citation. A recipient shall respond to the citation within fifteen (15) County working days of receipt. The recipient may:
    - I. Admit the violation stated in the citation and agree to pay the fine. Payment of the civil penalty constitutes admission of the violation.
    - II. Deny the violation stated in the citation and request a hearing.
6. Administrative Citation Hearing.
  - a) Hearing Officers. The County shall maintain a list of hearing officers under contract and available to conduct hearings on the merits of an administrative citation, if requested by a recipient. A Hearing Officer is a public officer as those terms are defined by Minnesota Statutes Chapter 609.415. The hearing officer must not be a County employee. The Ramsey County Manager or their designee must establish a procedure for evaluating the competency of the hearing officers, including comments from accused violators and County staff. These reports must be provided to the County Board.
    - I. Removal of Hearing Officer. The recipient will have the right to request, no later than five (5) days before the date of the hearing, that the assigned hearing officer be removed from the case. One request for each case will be granted automatically by the Ramsey County Manager or their designee. A subsequent request must be directed to the assigned hearing officer who will decide whether he or she can fairly and objectively review the case. The Ramsey County Manager or their designee may remove a hearing officer only by requesting that the assigned hearing officer find that he or she cannot fairly and objectively review the case. If such a finding is made, the officer shall remove himself or herself from the case, and the Ramsey County Manager or their designee will assign another hearing officer.
  - b) Request For Hearing. If the recipient responds by requesting a hearing, the Department shall acknowledge receipt of the request for hearing to the recipient within two (2) County working days, and shall also request that the recipient indicate the preferred manner to receive future notices and material, either by U.S. mail or e-mail. The Department shall assign the case to a hearing officer on the list. The Department shall notify the hearing officer, the recipient, and the issuing person of the assignment in writing. The hearing officer shall schedule a hearing within twenty (20) County working days of receiving the notice. Any delays in holding the hearing

by the hearing officer shall be reported to the Department by the hearing officer.

- c) Citation Materials. At assignment, the Department shall transmit a copy of the citation and all materials relating to the citation to the hearing officer. The hearing officer shall transmit a copy of any materials received to the recipient at the earliest opportunity but no later than three (3) County working days in advance of the hearing.
  - d) Notice of Hearing. Notice of the hearing must be served on the person responsible for the violation at least ten (10) County working days in advance, unless a shorter time is accepted by all parties. Service of the Notice will be by the method preferred by the recipient and will be complete upon mailing.
  - e) Hearing. At the hearing, the hearing officer shall receive the testimony of any witnesses, witness statements, and comments presented by the person cited. The hearing officer will consider these items alongside the materials submitted by the issuing person and may weigh the evidence and make credibility determinations to the best of the hearing officer's ability. The hearing officer is not required to apply the rules of evidence in making determinations about the evidence presented. The issuing person is not required to attend the hearing.
  - f) Decision/Findings. After considering all of the evidence submitted, the hearing officer shall determine, by a preponderance of the evidence, whether the person cited did or did not violate the Ordinance identified in the citation. The hearing officer shall make written findings supporting the determination and transmit them to the cited person and the Department within five (5) County working days of closing the hearing. The decision of the hearing officer is final without any further right of administrative appeal. Upon exhaustion of county administrative appeal rights, the cited person may pursue judicial appellate rights as allowed by Minnesota Statutes Chapter 606 or other applicable law.
  - g) Failure to attend the hearing constitutes a waiver of the violator's rights to an administrative hearing and an admission of the violation. A hearing officer may waive this result upon good cause shown. Examples of "good cause" are: death or incapacitating illness of the accused; a court order requiring the accused to appear for another hearing at the same time; and lack of proper service of the citation or notice of the hearing. "Good cause" does not include: forgetfulness and intentional delay.
7. Payment Following Finding of Violation. If the hearing officer finds a violation, the civil penalty for the Ordinance Violation is due within twenty (20) County working days of the date the findings are sent to the recipient. The hearing officer may not alter or reduce the civil penalty for any offense or combine multiple offenses into a single civil penalty. Payment of civil penalties due shall be made in the manner specified by the Ramsey County Manager or their designee.
8. Recovery of Civil Penalties. If a civil penalty is not paid within the time specified, the County has the authority to take the following actions:
- a) A lien may be assessed against the property and collected in the same manner as taxes.
  - b) A personal obligation may be collected by appropriate legal means.
  - c) A late payment fee of 10 percent of the civil penalty may be assessed for each 30-day period, or part thereof, that the fine remains unpaid after the due date.
9. Criminal Penalties. The following are misdemeanors, punishable in accordance with State Law: (i) failure, without good cause, to appear at a hearing that was scheduled under Ramsey County Administrative Ordinance, Section 6.02 (B)(5) (d); (ii) failure to pay a civil penalty imposed by a hearing officer within twenty (20) County working days after it was imposed, or

such other time as may be established by the hearing officer.

If the final adjudication in the administrative penalty procedure is a finding of no violation, then the Department may not prosecute a criminal violation in district court based on the same set of facts. This does not preclude the Department from pursuing a criminal conviction for a violation of the same provision based on a different set of facts. A different date of violation will constitute a different set of facts.

- C. Issuance: Administrative or Criminal Citations shall be issued to the person charged with the violation, or in the case of a corporation or municipality, to any officer or agent expressly or implicitly authorized to accept such issuance.

6.03 Other Actions: Other actions may be taken as follows:

- A. In the event of a violation or a threat of violation of any Ramsey County Ordinance, the Ramsey County Attorney may take appropriate action to enforce the Ordinance including application for injunctive relief or other appropriate action to prevent, restrain, correct, or abate violations or threatened violations.
- B. If a licensee, owner, or operator of any activity, trade profession, business, privilege, site, facility or establishment fails to comply with an applicable Ramsey County Ordinance, the County may take the necessary steps to correct such violations. The costs thereof may be recovered in a civil action or may be certified, at the discretion of the County Board, to the Director of the Department of Property Taxation as a special assessment against the real property on which the violation occurred.

7.00 HEARINGS

- 7.01 Right to a Hearing: A licensee or applicant may contest the following Departmental actions by requesting a hearing: denial of a license; denial of renewal of a license; suspension of a license; summary suspension of a license; revocation of a license; or denial of a request for variance.
- 7.02 Request for a Hearing: The request for a hearing shall be in writing and specifically state the grounds for appeal. The request shall be served personally or by certified mail on the Department by the close of business on the tenth (10<sup>th</sup>) County working day following service of the notice of the Departmental action by the County on the applicant or licensee. Failure to request a hearing in a timely manner will result in a forfeiture of the right to appeal or seek review of the County's action.
- 7.03 Public Hearings to be Held: The hearing shall be held before the County Board, or a hearing examiner as provided below, and shall be open to the public.
- 7.04 Timelines for Holding Hearings: Requests for extensions of time must be in writing and directed to the Chair of the County Board. Unless an extension is granted, the hearing will commence no later than forty-five (45) calendar days after the date of service of the request for a hearing on the County, exclusive of the date of service.
- 7.05 Hearing Notice: Notice of the time and place of hearing shall be mailed to the applicant or licensee at least fifteen (15) working days prior to the hearing.
- 7.06 Hearing Examiner: The County Board may appoint a hearing examiner to conduct the hearing and to make proposed findings of fact, conclusions, and recommendations to the County Board, which shall be submitted in a written report. The County Board may adopt, modify, or reject the recommendations.
- 7.07 Conduct of Hearing: The applicant or licensee may be represented by counsel. All parties shall have an opportunity to respond to and present evidence, cross-examine witnesses, and present argument. The County Board or hearing examiner may also examine witnesses.



- 7.08 Burden of Proof: The Department shall have the burden of proving its position by a preponderance of the evidence, unless a different burden is established by law.
- 7.09 Evidence: All evidence which possesses probative value, including hearsay, may be admitted if it is the type of evidence on which prudent persons are accustomed to relying upon in the conduct of their serious affairs.
- 7.10 Failure to Appear: If the applicant or licensee fails to appear at the hearing in person or by counsel, the right to a hearing shall be forfeited.

8.00 SEVERABILITY

It is hereby declared to be the intention of the County Board that the several provisions of this Ordinance be severable in accordance with the following:

- 8.01 If any court of competent jurisdiction shall adjudge any provisions of this Ordinance to be invalid, such judgment shall not affect any other provisions of the Ordinance not specifically included in said judgment.
- 8.02 If any court of competent jurisdiction shall adjudge the application of any provision of this Ordinance to a particular person, site, facility or operation, such judgment shall not affect the application of said provision to any other person, site, facility, or operation not specifically included in said judgment.

9.00 PROVISIONS ACCUMULATIVE

The provisions of the Ordinance are cumulative and are additional limitations upon all other laws and Ordinances heretofore passed or which may be passed hereafter covering any subject matter in this Ordinance.

10.00 NO CONSENT

Nothing contained in the Ordinance shall be deemed to be consent, license, or permit to locate, construct, or maintain any site, facility, or establishment, or carry on any activity, trade, or profession.

11.00 EFFECTIVE DATE

This Ordinance shall be effective upon passage by the County Board and its publication in accordance with law.

FURTHER RESOLVED, That the foregoing Administrative Ordinance supersedes the original Administrative Ordinance passed by the County Board on February 23, 1981 (Resolution #81-166) and amended by the County Board on September 17, 1991 (Resolution #91-531), December 10, 1996 (Resolution #96-521), March 13, 2001 (Resolution #2001-79), and October 20, 2009 (Resolution #2009-362).

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DATE OF PUBLIC HEARING:  
DATE OF PASSAGE BY COUNTY BOARD:  
DATE OF PUBLICATION:  
EFFECTIVE DATE OF ORDINANCE:

# Proposed Administrative Ordinance Change Community Engagement and Racial Equity Summary

## PARTICIPATION SUMMARY

Stakeholders were identified by regulated activity group, with an emphasis on identifying and successfully reaching out to small/locally owned license holders and non-native English speakers/writers. Based on regulatory staff's experience working with these organizations over the years, a straightforward online survey was the primary engagement tool chosen, plus the option to participate in one of three virtual listening sessions with identical content.

To encourage and support participation, all licensees or regulated businesses with an email address on file were invited by, or on behalf of, their Ramsey County inspector; this group included 1428 unique invitees. Eleven licensees did not have an address on file and were sent surveys by mail along with a self-addressed stamped envelope. Unique survey response collectors were set up for each group of licensees, and response numbers were actively tracked so staff could do additional outreach as needed. Regulatory staff also identified businesses with potential language barriers; those were contacted directly to determine whether they needed additional support to participate. Two requested materials in their home language (Chinese and Spanish) and those were provided.

Three listening sessions were held on August 17 at 6pm, August 18 at 2pm, and August 19 at 9am. Information to be presented and questions asked during the listening sessions were identical to the online survey. No stakeholders attended any of these listening sessions.

There were 186 responses to the online survey and one mailed survey response. Responses were collected August 10 through September 6, 2021.

## ENGAGEMENT SUMMARY ANALYSIS

Some clear themes emerged from the community engagement results:

- There was overwhelming support for the proposed change to add a civil citation before the misdemeanor criminal citation; commonly cited reasons included the following:
  - The civil (non-criminal) enforcement tool better aligns with the nature of the regulations.

- This approach is more likely to motivate compliance by regulated entities, thus reducing risk to the public.
- A wider range of enforcement options may increase county education and enforcement efforts.
- A general desire for more information and education about county rules, enforcement processes and potential fine amounts from a civil citation.
- More and clearer opportunities to correct violations before enforcement, and clearer guidance from county staff on how to do that.
- An appeals request timeframe longer than the proposed 10 days.
- Assurance that the appeals hearing officer would be unbiased, knowledgeable about the regulated businesses, and selected with consideration to racial diversity and professional background.

Some of these are already addressed by existing county enforcement policies, while others provide useful guidance to refine the proposed ordinance and improve the county's regulatory education and outreach processes.

## RACIAL EQUITY CONSIDERATIONS

Because of the existing racial inequities inherent to the criminal justice system, creating a decriminalized ordinance enforcement option gives the Public Health Department a tool that can be used to protect public health, while minimizing regulatory enforcement impacts on regulated businesses that are owned or operated by people from racially and ethnically diverse backgrounds.

There are instances where community members from racially and ethnically diverse backgrounds have been issued misdemeanor citations for county ordinance violations in the past. This change would have provided the business owners from racially and ethnically diverse backgrounds who were impacted at that time with another chance for compliance before they were charged with a misdemeanor citation.

The public health regulations in Ramsey County ordinances provide protections for the health of the community and the natural environment. The proposed changes strike a reasonable balance between fair and equitable enforcement of ordinances and adequate protection of our community's health and environment.

## MORE INFORMATION

A copy of the complete community engagement compilation and analysis report and details about the proposed ordinance revisions can be found here: <https://www.ramseycounty.us/your-government/ordinances-regulations/public-health-ordinance-changes>

# Board of Commissioners

## Request for Board Action

Item Number: 2021-659

Meeting Date: 12/14/2021

**Sponsor:** Public Health

**Title**

Appointment of Sara Hollie, Director - Public Health, as the Community Health Services Administrator and Agent of the Saint Paul - Ramsey County Community Health Board.

**Recommendation**

Appoint Sara Hollie, Director - Public Health, as the Community Health Services Administrator and Agent of the Saint Paul - Ramsey County Community Health Board.

**Background and Rationale**

Minnesota state statutes require each community health board to appoint a Community Health Services (CHS) Administrator and Agent of the Saint Paul - Ramsey County Community Health Board. Minnesota Administrative Rules § 4736.0110 sets forth minimum required qualifications for CHS administrators to ensure qualified public health leadership at the local level. The CHS administrator is responsible for the following, in alignment with the Local Public Health Act and the assurances and agreements.

- Assure the community health board meets the requirements of Minn. Stat. § 145A (Local Public Health Act), as well as relevant federal requirements.
- Assure the community health board meets the responsibilities outlined in the Local Public Health assurances and agreements.
- Provide input and involvement in local and state public health policy development (as well as national, where applicable).
- Communicate public health matters to the Ramsey County Board of Commissioners/community health board.
- Coordinate (or assure) the Local Public Health assessment and planning cycle.
- Possess oversight and approval of Local Public Health Act annual reporting.
- Participate in State Community Health Services Advisory Committee (SCHSAC) and on SCHSAC workgroups.
- Possess signature authority for routine matters of the community health board (serve as the Agent of the Board).

The resolution associated with this action, requests board approval for Sara Hollie, Director - Public Health, to serve as the CHS Administrator and as the Saint Paul - Ramsey County Community Health Board's agent and be granted signature authority for routine matters of business with the Minnesota Department of Health, such as communication, signing and submitting financial and program reports as well as grant applications.

**County Goals** (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Ramsey County's vision for a vibrant community where all are valued and thrive is dependent on being a

community where all residents can experience fair outcomes and opportunities for advancement and growth. Public Health programs and services are directly and indirectly connected to the health and well-being of all residents. Public Health, under the guidance of the Public Health Director, has an important role and responsibility to advance racial and health equity with an emphasis on social determinants of health and reaching Black, American Indian and other underserved communities in Ramsey County.

**Community Participation Level and Impact**

The Minnesota Department of Health provides numerous opportunities for grant funding based on assessments of the needs of Minnesota's residents. Public Health engages county residents to align programming to meet their needs and applies for grants that support that work. Participation includes membership on advisory committees, work with trusted messengers and community partners that represent the diverse communities served, and a strong alignment with the Racial and Health Equity Administrators and Liaisons to advance racial and health equity through shared community power.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

There is no fiscal impact associated with this board action.

**County Manager Comments**

No additional comments.

**Last Previous Action**

None.

**Attachments**

None.



# Board of Commissioners

## Request for Board Action

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

**Item Number:** 2021-664

**Meeting Date:** 12/14/2021

**Sponsor:** Board of Commissioners

### Title

Cancellation of Board Meeting in First Quarter 2022

### Recommendation

Cancel the Ramsey County board meeting of February 15, 2022.

### Background and Rationale

The Ramsey County Home Rule Charter states that the Ramsey County Board of Commissioners must meet at least two times per month. Annually, the Ramsey County Board of Commissioners adopts Rules of Procedure, which outline Board meetings to be held on the first four Tuesdays, unless otherwise cancelled.

It is therefore requested that the Ramsey County Board of Commissioners cancels the following meeting in the first quarter of 2022:

- February 15 - National Association Counties Legislative Conference, Washington, DC.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

There is no known impact on racial equity from this action.

### Community Participation Level and Impact

The purpose of this action is to inform of the community of changes to board meeting dates.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

This action has no budgetary impact.

### County Manager Comments

No additional comments.

### Last Previous Action

None.

### Attachments

None.