



Board of Commissioners

Agenda

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

November 14, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

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

Sponsors: County Manager's Office

Approve the agenda of November 14, 2023.

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

Sponsors: County Manager's Office

Approve the October 24, 2023 Minutes.

PROCLAMATION

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

Sponsors: Public Health

ADMINISTRATIVE ITEMS

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

Sponsors: Community & Economic Development

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

Owner: St. Paul Properties, LLC

Property Address: 701 Lexington Pkwy N, Saint Paul, MN 55104

PIN: 34-29-23-11-0220

Project Type: Heating, cooling, lighting, roof and solar upgrades

Assessment Request: \$336,200

Interest Rate: 5.00 %

Interest Starts Accruing: 01/01/2024

Finance Period: 10 years

Such assessments shall be payable in equal annual principal and interest installments extending over the term of the special assessment. The first of the

installments shall be payable with general property taxes in 2024, and shall bear interest at the rates per annum and interest start date stated above, and to the first installment shall be added interest on the entire assessment from the interest start date until December 31 of the tax payable year to which the first installment will be extended, and to each subsequent installment, when due, shall be added interest for one year on all unpaid installments and to each installment shall also be added the special assessment administration fee required by Minnesota Statutes section 429.061, subd. 5.

2. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to extend the assessment for St. Paul Properties, LLC on the property tax lists of the county.

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

Sponsors: Finance

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

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

Sponsors: Finance

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

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

Sponsors: Finance

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

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

Sponsors: Library

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

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

Sponsors: Library

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

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

Sponsors: Parks & Recreation

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

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

Sponsors: Public Health

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

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

Sponsors: Safety and Justice, District Courts

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

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

Sponsors: Sheriff's Office

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

14. Joint Powers Agreement with the Minnesota Department of Human Services for Technical Assistance

[2023-482](#)

Sponsors: Social Services

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

POLICY ITEM

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

[2023-477](#)

Sponsors: Community & Economic Development

None. For information and discussion only.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:30 a.m. (est.) Legislative Committee of the Whole Meeting Council Chambers – Courthouse Room 300

Advance Notice:

November 21, 2023	County board meeting – Council Chambers
November 28, 2023	County board meeting – Council Chambers
December 5, 2023	No county board meeting – AMC Annual Conference
December 12, 2023	County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2023-277

Meeting Date: 11/14/2023

Sponsor: County Manager's Office

Title

Agenda of November 14, 2023 is Presented for Approval

Recommendation

Approve the agenda of November 14, 2023.

Board of Commissioners

Request for Board Action

Item Number: 2023-294

Meeting Date: 11/14/2023

Sponsor: County Manager's Office

Title

Minutes from October 24, 2023 are Presented for Approval

Recommendation

Approve the October 24, 2023 Minutes.

Attachments

1.October 24, 2023 Minutes



Board of Commissioners Minutes

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

October 24, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:01 a.m. with the following members present: Frethem, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present were Ryan O'Connor, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner Ortega.

1. Agenda of October 24, 2023 is Presented for Approval [2023-276](#)

Sponsors: County Manager's Office

Approve the agenda of October 24, 2023.

Motion by Moran, seconded by Ortega. Motion passed.

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

Absent: McGuire

2. Minutes from October 17, 2023 are Presented for Approval [2023-293](#)

Sponsors: County Manager's Office

Approve the October 17, 2023 Minutes.

Motion by Moran, seconded by Xiong. Motion passed.

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

Absent: McGuire

PROCLAMATION

3. Proclamation: Domestic Violence Awareness Month [2023-470](#)

Sponsors: County Manager's Office

Presented by Commissioner Xiong.

ADMINISTRATIVE ITEMS

4. Property Tax Abatement [2023-455](#)

Sponsors: County Assessor's Office

Approve the property tax abatement, and any penalty and interest, with a reduction of \$10,000 or more for: 33-29-23-41-0132, 427 Snelling Ave N, Saint Paul.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Absent: McGuire

Resolution: B2023-182

5. Property Acquisition for 0 Ogden Avenue, Saint Paul, Minnesota, 55109

[2023-456](#)

Sponsors: Parks & Recreation

1. Approve the acquisition and agreement for the purchase of 0 Ogden Avenue, Saint Paul, in the amount of \$190,000.
2. Authorize submission of the Environmental & Natural Resources Trust Fund grant application to the Metropolitan Council for reimbursable grant expenses at an estimated amount of \$161,541 and upon which the purchase agreement is contingent.
3. Approve payment for reasonable closing costs including legal fees, appraisal, real estate taxes, closing, and title commitments and insurance.
4. Authorize an estimated payment of up to \$53,847 from the Parks 2024 operating budget to finance Ramsey County's share of the cost of acquisition.
5. Authorize the County Manager to approve and execute the purchase agreement and closing documents, grant contracts and contract amendments associated with the cost of acquisition for the property located at 0 Ogden Avenue, Saint Paul, in a form approved by the County Attorney's Office.
6. Authorize the County Manager to make a temporary cash loan of \$161,541 from the General Fund for acquisition costs of 0 Ogden Avenue, Saint Paul until land acquisition funds are received, with repayment of funds in the amount of \$161,541 to be made when grant funds are available.
7. Authorize the County Manager to accept the grant funds, if awarded.
8. Authorize the County Manager to make a temporary cash loan up to \$53,847 from the Parks 2024 Operating Budget for acquisition costs of 0 Ogden Avenue, Saint Paul, with repayment of funds in the amount of \$53,847 to be made when 2024 operating budget funds are available.
9. Authorize the County Manager to approve and execute a future Metropolitan Council Agreement, Restrictive Covenant as well as a future Metropolitan Sanitary Sewer Easement, contingent on the award of grant funds, in a form approved by the County Attorney's Office.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Absent: McGuire

Resolution: B2023-183

6. Rice Street Local Road Improvement Program Grant Application

[2023-454](#)

Sponsors: Public Works

1. Support submittal of a Local Road Improvement Program grant application to the Minnesota Department of Transportation for the Rice Street (Pennsylvania Avenue to Wheelock Parkway) project.
2. Authorize the County Engineer to submit a Local Road Improvement Program grant application to the Minnesota Department of Transportation for the Rice Street (Pennsylvania Avenue to Wheelock Parkway) project in the amount of \$1,500,000.
3. Agree to pay all costs associated with the project beyond the Local Road Improvement

Program grant award if a grant is awarded.

4. Agree to maintain the transportation improvements after construction is complete.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Absent: McGuire

Resolution: B2023-184

8. Agreement with City of Lauderdale for Voting Equipment and Elections Services [2023-365](#)

Sponsors: Property Tax, Records & Election Services

1. Approve agreement with the city of Lauderdale for a contract for voting equipment and election services from the date upon execution through December 31, 2026.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to approve and execute amendments to the agreement in accordance with the provisions of the agreement and all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Absent: McGuire

Resolution: B2023-185

9. Single Source Agreement with Cyclomedia Technology, Inc. for Street Level Imagery Services and Software [2023-451](#)

Sponsors: Information and Public Records Administration

1. Approve the selection of and single source agreement with Cyclomedia Technology, Inc., 8215 Greenway Blvd., Suite 300, Middleton, WI 53562 for street-level imagery professional services and software applications for the period of October 24, 2023 through October 23, 2028, and may be renewed for up to two additional five-year periods for a total not to exceed amount of \$2,415,000.
2. Authorize the Chair and the Chief Clerk to execute the agreement.
3. Authorize the County Manager to approve amendments to agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Absent: McGuire

Resolution: B2023-186

10. Salary Schedule and Grade for Division Director Finance - Classified Position [2023-463](#)

Sponsors: Human Resources

1. Approve the salary schedule and grade for a new unrepresented job classification: Division Director, Finance - Classified.
2. Approve designation of a new classification to the classified service in accordance with Minnesota Statutes 383A.285, Subdivision 3:
 - Job Classification: Division Director, Finance- Classified
 - Schedule: 98B
 - Grade: 37
 - Annual Salary Range: \$91,769 - \$136,353

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Absent: McGuire

Resolution: B2023-187

7. Request for Funds for the Adult Detention Center for Housing, Transportation, and Food Service [2023-332](#)

Sponsors: Sheriff's Office, Finance

1. Authorize the County Manager to add \$1,787,259 to the Sheriff's Office 2023 operating budget to cover the costs of housing individuals in-custody at other county facilities in response to the Minnesota Department of Corrections population limits.
2. Authorize the County Manager to add \$250,000 to the Sheriff's Office 2023 operating budget to cover the increased costs of transporting individuals in-custody to and from other county facilities in response in the Department of Corrections population limits.
3. Authorize the County Manager to add \$573,108 to the Sheriff's Office 2023 operating budget to cover the increased costs of food service for the Adult Detention Center due to the increased jail population and general inflationary costs.
4. Authorize the County Manager to transfer \$2,000,000 from the General Contingency Account and \$610,367 from the General Fund fund balance to the Sheriff's Office 2023 budget to fund the needs identified in the above recommendations.

Motion by Reinhardt, seconded by Ortega. Motion passed.

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

Absent: McGuire

Resolution: B2023-188

11. Operation Green Light for Veterans [2023-471](#)

Sponsors: Veterans Services

Support Operation Green Light for Veterans by displaying green lights in county buildings, businesses and residences from November 6-12, 2023, to honor individuals who made immeasurable sacrifices to preserve freedom for our community.

Motion by Reinhardt, seconded by Xiong. Motion passed.

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

Absent: McGuire

Resolution: B2023-189

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Martinson declared the meeting adjourned at 10:09 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes § 13D.05, subdivision 1(d) (attorney-client privilege) the County Board met in a closed meeting, which was not open to the public.

In Re Proposed Settlement with CentralSquare Technologies

The Closed Meeting was called to order at 10:34 a.m. with the following members present: Commissioners Frethem, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present: Ryan O'Connor, County Manager; Jada Lewis, Director, Office of the Ramsey County Attorney; Bradley Cousins, Assistant County Attorney, Office of the Ramsey County Attorney; Kyle Mestad, Director, Ramsey County Sheriff's Office; Megan Schaefer, Contract Manager, Ramsey County Sheriff's Office; Alex Kotze, Chief Financial Officer, Finance; Scott Williams, Deputy County Manager, Safety & Justice Service Team; Elizabeth Tolzmann, Chief of Staff, County Manager's Office; Deanna Pesik, Chief Compliance & Ethics Officer, County Manager's Office; and Mee Cheng, Chief Clerk, County Manager's Office.

The Board of Ramsey County Commissioners authorizes the Office of the Ramsey County Attorney to proceed as discussed in this closed meeting.

The closed meeting was adjourned at 11:05 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2023-479

Meeting Date: 11/14/2023

Sponsor: Public Health

Title

Proclamation: Infant Safe Sleep Week

Attachments

1. Proclamation

Proclamation

WHEREAS, Saint Paul – Ramsey County Public Health and the Birth Equity Community Council promotes infant safe sleep within all families and are working to address racial disparities in infant and maternal mortality; and

WHEREAS, Sudden unexpected infant death (SUID) is a term used to describe the sudden and unexpected death of a baby less than one year old in which the cause is not obvious before investigation and autopsy; and

WHEREAS, Approximately 50 otherwise healthy Minnesota babies die of sleep-related unintentional injuries, while sleeping in unsafe conditions, annually; and

WHEREAS, Sudden unexpected infant death affect families across all races, ethnicities, socioeconomic backgrounds, national origins, and religious beliefs; and

WHEREAS, Parents, families, childcare providers, and hospitals can engage in safe sleep practices by practicing the ABC's of safe sleep which include (A)lone: infants should always sleep or nap alone, (B)ack: always put a baby on their back to sleep or nap, and (C)rib: babies should always sleep or nap in their own safety-approved crib or bassinet without blankets or pillows; and

WHEREAS, It is important to always remember to never put babies to sleep or nap with other people, pets, or stuffed animals because babies who share a sleep surface with other people or objects are at an increased risk of suffocating; and

WHEREAS, Practicing infant safe sleep is an important prevention strategy and any one death caused by sudden unexpected infant death is too many; and

WHEREAS, Accessing resources related to infant safe sleep may be found at the Minnesota Department of Health, Center for Disease Control and Prevention and Ramsey County Family Home Visiting websites; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares November 12 through November 18, 2023 as Infant Safe Sleep Week in Ramsey County; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners renews its commitment that families have the information and support they need so their babies reach their first year of life and beyond and to make Ramsey County the best community in Minnesota for all families.



Trista Martinson, Board Chair, District 3


Mary Jo McGuire, Commissioner, District 2


Rafael Ortega, Commissioner, District 5


Victoria Reinhardt, Commissioner, District 7


Nicole Frethem, Commissioner, District 1


Rena Moran, Commissioner, District 4


Mai Chong Xiong, Commissioner, District 6


Ryan T. O'Connor, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2023-488

Meeting Date: 11/14/2023

Sponsor: Community & Economic Development

Title

Certification of Property Assessed Clean Energy Charges for Energy Improvements

Recommendation

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

Owner: St. Paul Properties, LLC

Property Address: 701 Lexington Pkwy N, Saint Paul, MN 55104

PIN: 34-29-23-11-0220

Project Type: Heating, cooling, lighting, roof and solar upgrades

Assessment Request: \$336,200

Interest Rate: 5.00 %

Interest Starts Accruing: 01/01/2024

Finance Period: 10 years

Such assessments shall be payable in equal annual principal and interest installments extending over the term of the special assessment. The first of the installments shall be payable with general property taxes in 2024, and shall bear interest at the rates per annum and interest start date stated above, and to the first installment shall be added interest on the entire assessment from the interest start date until December 31 of the tax payable year to which the first installment will be extended, and to each subsequent installment, when due, shall be added interest for one year on all unpaid installments and to each installment shall also be added the special assessment administration fee required by Minnesota Statutes section 429.061, subd. 5.

2. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to extend the assessment for St. Paul Properties, LLC on the property tax lists of the county.

Background and Rationale

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

Per Minnesota Statutes, Section 429.061, the Ramsey County Board is required to adopt by resolution each assessment. This action is the 20th certification of PACE OF MN special assessments; the first was completed December 22, 2015. With these special assessments, property owners have invested over \$43.7 million in energy improvements.

New Assessment

The following property owner has submitted an application to SPPA:

Owner: St. Paul Properties, LLC
Property Address: 701 Lexington Pkwy N, Saint Paul, MN 55104
PIN: 34-29-23-11-0220
Project Type: Heating, cooling, lighting, roof and solar upgrades
Assessment Request: \$336,200
Interest Rate: 5.00 %
Interest Starts Accruing: 01/01/2024
Finance Period: 10 years

SPPA has reviewed the application of St. Paul Properties, LLC and determined the interested property owner meets all eligibility requirements. SPPA, on behalf of the property owner, requests the county apply special assessments and collect repayment on property tax bills on behalf of the SPPA.

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

PACE OF MN Process/Eligibility/Requirements

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

Interested applicants for the PACE OF MN program connect with the SPPA. Applicants are required to be the legal owner of the property and all of the legal owners of the property must agree to participate. The interested property owner must be current on any existing mortgage and the property owner must not have defaulted on the deeds of trust. Property must not be subject to any involuntary liens or judgments, not be delinquent on property taxes and the property owner must not be in bankruptcy. SPPA performs a thorough credit analysis and applications are approved by the SPPA's Credit Committee prior to the SPPA submitting an assessment request to the county.

Following review by SPPA, SPPA requests the county apply a special assessment and collect repayment on property tax bills on behalf of the SPPA. Loan payments for PACE OF MN projects cannot exceed the greater of 20% of the property's assessed value as determined by the County Assessor or 20% of an appraised value that has been accepted or approved by the mortgage lender. The second clause allows PACE assessments to be applied to new construction where the value increase has not yet been realized from a property tax perspective. The assessment stays with the property in the event of a sale. The special assessment becomes a lien against the property at the point that it is extended to the tax rolls. If not timely paid, the special assessment would accrue penalties and interest as with other delinquent taxes and is subject to tax forfeiture. Unpaid assessments become a lien on the property like any other special assessment or unpaid property taxes.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☐ Opportunity

☐ Accountability

Racial Equity Impact

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

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

Community Participation Level and Impact

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

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

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The processing of loan applications to participate in the PACE OF MN program is the responsibility of the SPPA, with loan repayments being the responsibility of the property owner. Support services are provided by existing staff from Community and Economic Development and Property Tax, Records and Election Services and included in the biennial operating budget.

Last Previous Action

On August 15, 2023, the Ramsey County Board approved a Certification of Property Assessed Clean Energy charges for energy improvements on DPN Properties, LLC in the amount of \$300,000 and amendment of an existing assessment on Workshop Vandalia Owner, LLC in the amount of \$4,279,771 (Resolution B2023-130).

Attachments

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

October 20, 2023

Peiyu Phua
Ramsey County
Community and Economic Development
15 West Kellogg Boulevard, 250 Courthouse
Saint Paul, MN 55102

Dear Peiyu:

The Saint Paul Port Authority is requesting the Ramsey County Board place a Property Assessed Clean Energy (PACE) special assessment on the following parcel as requested by the property owner:

<u>Property Owner</u>	<u>Parcel Number</u>	<u>Assessment Amount</u>
St. Paul Properties, LLC	34.29.23.11.0220	\$336,200.00

As the administrator of PACE for Ramsey County, the Port Authority has reviewed this assessment and it has determined that the project conforms with the Minnesota PACE statutes. Interest will start to accrue on January 1, 2024, at a rate of 5.00%. The assessment will amortize over a 10-year term, beginning in 2024. Also attached is the PACE application requesting this assessment from the property owner.

We are requesting that your Board consider this assessment at its earliest available meeting. Please let me know if you have any questions and if there are any issues.

Thank you,

Peter Klein
Vice President - Finance





Property Assessed Clean Energy - PACE OF MN

Project/Assessment Tracking Sheet

\$ 43,668,541.00

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



RAMSEY COUNTY
Working with you to enhance our quality of life

Updated 11/9/2023



Property Assessed Clean Energy - PACE OF MN

Project/Assessment Tracking Sheet

\$ 43,668,541.00

PIN	Owner	Address	Assessment Date	Resolution #	Amount	Term	Interest Rate	Accrual Date	Improvements	Commissioner District
09.29.23.22.0015	Roseville Office Plaza, LLC	1970 Oakcrest Ave Roseville, MN 55113	12/18/2018	B2018-351	\$ 221,000.00	10 years	5.00%	1/1/2019	HVAC; energy upgrades	2
27.29.22.23.0077	Prosperity Properties, LLC	958 Prosperity Ave Saint Paul, MN 55106	12/18/2018	B2018-351	\$ 233,000.00	10 years	5.00%	1/1/2019	93 kW Solar Array	6
09.29.22.14.0010	Koobmoo Funeral Chapel, Inc.	1259 Gervais Ave East Maplewood, MN 55109	12/18/2018	B2018-351	\$ 109,000.00	10 years	5.00%	1/1/2019	40-kW solar array	7
20.29.22.44.0168	Koobmoo Funeral Chapel, Inc.	1235 Arcade St Saint Paul, MN 55106	12/18/2018	B2018-351	\$ 84,000.00	10 years	5.00%	1/1/2019	30-kW solar array	6
05.28.22.42.0013	RBP Realty, LLC	276 Chester Street Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 39,204.55	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
05.28.22.43.0029	RBP Realty, LLC	296 Chester Street Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 36,922.07	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
05.28.22.43.0030	RBP Realty, LLC	314 Chester Street Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 17,922.08	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
05.28.22.43.0031	RBP Realty, LLC	334 Chester Street Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 114,253.25	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
05.28.22.43.0016	RBP Realty, LLC	264 Lafayette Frontage Road E Saint Paul, MN 55107	12/18/2018	B2018-351	\$ 155,698.05	10 years	5.00%	1/1/2019	HVAC; energy upgrades	5
01.30.22.22.0019	PRC-WBMS, LLC	2310 Leibel St. White Bear Township, MN 55110	5/14/2019	B2019-117	\$ 87,000.00	10 years	6.00%	1/1/2020	Solar Installation	1
06.28.22.12.0060	St Paul Building LLC	359 Wabasha Street	10/1/2019	B2019-226	\$ 315,000.00	20 years	6.95%	1/1/2020	New cooling tower, building automation, and lighting upgrades	5
12-29-23-22-0006	Roseville Senior Living LLC	2600 Dale Street North, Roseville, MN 55113	11/5/2019	B2019-248	\$ 3,850,000.00	20 years	6.65%	1/1/2021	HE roof and wall insulation, Energy Star windows, HE magic paks, HE air units, Energy Star water heaters, LED lights, HE appliances, etc.	2
82822220064	CJK Holding LLC	429 Wabasha Street S, Saint Paul, MN 55107	12/17/2019	B2019-314	\$ 58,500.00	10	5.00%	6/1/2019	Solar array	5
62822430042	DPN Properties LLC	120 W Plato Blvd, Saint Paul, MN	12/17/2019	B2019-314	\$ 187,300.00	10		9/1/2019	LED lighting, boiler, wastewater heat exchange	5
163022440025 163022440026 163022440027	Dulayne Properties LLC	4760 White Bear Parkway, White Bear Lake, MN 4750 White Bear Parkway, White Bear Lake, MN 4740 White Bear Parkway, White Bear Lake, MN	12/17/2019	B2019-314	\$ 42,600.00 \$ 34,700.00 \$ 34,700.00	10	5.00%	7/1/2019	Solar array	7
202922120089	Akamai LLC	613 Hoyt Avenue, Saint Paul, MN	12/17/2019	B2019-314	\$ 60,000.00	10	5.00%	10/1/2019	Rooftop solar	6
122922140078	NSP Post 39 American Legion	2678 East 7 th Avenue, North St. Paul, MN	12/17/2019	B2019-314	\$ 80,000.00	10	5.00%	6/1/2019	HVAC improvements	7
282923110031 282923120006 282923120005	3PL Holdings, LLC	1700 Wynne Avenue, Saint Paul, MN	4/28/2020	B2020-090	\$2,435,777.00 22,220.00 79,280.00	10	4.15%	1/1/2021	Solar array	4
322923140005	Workshop Vandalia Owner, LLC	550 Vandalia, Saint Paul, MN	6/16/2020	B2020-125	\$4,540,643	20	5.75%	10/15/2021	Roof replacement and insulation, HVAC equipment, LED lighting, building envelope, window replacement and glazing, and building insulation	4
			Amendment B2023-130		6.15%					



Property Assessed Clean Energy - PACE OF MN

Project/Assessment Tracking Sheet

\$ 43,668,541.00

PIN	Owner	Address	Assessment Date	Resolution #	Amount	Term	Interest Rate	Accrual Date	Improvements	Commissioner District
353023230043	Belle Enterprises, LLC	3434 Lexington Avenue N, Shoreview	11/24/2020	B2020-235	\$193,000.00	10	5.00%	3/1/2020	Solar array, HVAC upgrades	1
352923320165	1000 University Ave Properties, LP	1000 University Avenue, Saint Paul	11/24/2020	B2020-235	\$260,000.00	10	5.00%	6/1/2020	Solar array	4
062822120068	Port Arthur Development, LLC	24 East 4th Street, Saint Paul	11/24/2020	B2020-235	\$361,000.00	10	4.25%	10/1/2020	LED lighting and automation controls	5
322923110043	Zone 5 Group, LLC	2161 University Avenue West, Saint Paul	12/22/2020	B2020-276	\$220,500.00	10	5.00%	1/1/2021	Solar array	4
362923120224	293 Como, LLC	293 Como Ave, Saint Paul	2/16/2021	B2021-039	\$188,000.00	20	6.34%	1/1/2022	Roofing upgrades	3
342923340041	1457 Marshall LLC	1457 Marshall Ave, Saint Paul	2/16/2021	B2021-039	\$380,000.00	20	6.34%	1/1/2022	Roofing upgrades and solar installation	4
122923220006	Roseville Senior Living, LLC	2600 Dale Street N, Roseville	5/18/21	B2021-110	\$ 5,500,000.00	20	6.13%	1/1/2022	Energy conservation measures in new construction	2
72822140154	Michael Jurayj	631 Stryker Avenue, Saint Paul	8/24/21	B2021-182	\$ 17,000.00	10	4.25%	1/1/2022	Purchase and installation of solar panels and related equipment for producing electricity for the building	5
343023120010	Arden Hills RE, LLC	3565 Pine Tree Drive, Arden Hills	9/21/21	B2021-202	\$ 9,661,690.00	20	5.95%	1/1/2024	Energy efficiency on new construction	1
52822330059	Drake Building, LLC	60 Plato Blvd, Saint Paul	11/2/21	B2021-606	\$ 440,000.00	10	4.25%	1/1/2022	Energy efficient HVAC	5
272922230082	Hmong Village, LLC	1001 Johnson Parkway, Saint Paul	11/2/21	B2021-606	\$ 315,000.00	10	5.00%	1/1/2022	Lighting upgrade to LED	6
3.12922E+11	HFS 428, LLC	428 Minnesota Street, Saint Paul	12/13/22	B2022-299	\$ 882,000.00	10	4.25%	1/1/2023	Energy efficient management system	5
06-28-22-43-0042	DPN Properties LLC	120 Plato Blvd W Saint Paul MN 55107		B2023-130	\$300,000	10	6.00%	1/1/2024	Water and heat upgrades	5
PROPOSED										
34-29-23-11-0220	St. Paul Properties, LLC	701 Lexington Pkwy N, Saint Paul, MN 55104			\$336,200	10	5.00%	1/1/2024	Heating, cooling, lighting, roof and solar upgrades	4
REMOVED										
62822120033	St. Paul Wabasha Partners, LLC	386 Wabasha Street N, Saint Paul	2/16/2021	B2021-039	\$12,000,000.00	20	6.44%	1/1/2022	Energy efficiency improvements	5
27-29-23-13-0040	MINCAM – Minnesota Cameroon Community – C/O Dr. Robert Tamukong	1020 Bandana Blvd. W, MN 55108	5/24/16	B2016-144 Removal B2017-040	\$ 194,000.00	10 years	4.50%		Connection to Energy Park Utility Company's District Energy System	3
27.29.23.13.0040	Minnesota Cameroon Community	1020 Bandana Blvd. W, MN 55108	12/18/2018	B2018-351	\$ 250,000.00	10 years	5.00%	1/1/2019	Connection to Energy Park Utility Company's District Energy System	3

Board of Commissioners

Request for Board Action

Item Number: 2023-466

Meeting Date: 11/14/2023

Sponsor: Finance

Title

Amendment to the Project Budget and Financing Plan for 360 Wabasha Street North Building Technology and Furniture

Recommendation

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

Background and Rationale

Resolution B2023-098 Project Budget and Financing Plan for 360 Wabasha Street North Building Technology and Furniture authorized the County Manager to allocate up to \$3.6 million from the proceeds of the sale of the Ramsey County Care Center to the Property Management fund balance. Finance is amending the funding source to use of Bond Premiums. The use of Bond Premiums is preferred because the bond premiums received was directly associated with the bonds issued for the project and aligns with the project.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The racial equity impact of this portion of the 360 Wabasha project is not fully known.

Community Participation Level and Impact

There is no community participation associated with the action.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Premiums from the 2023B Bond Sale are available for appropriation to capital projects. Paying for technology and furniture needs with this funding directly connects the expenses with the bonds issued for the 360 Wabasha Project. It also frees up proceeds from the sale of the Ramsey County Care Center for future capital needs.

Last Previous Action

On June 27, 2023, the Ramsey County Board of Commissioners approved the Project Budget and Financing Plan for 360 Wabasha Street North Building Technology and Furniture (Resolution B2023-098).

Attachments

1. None

Board of Commissioners

Request for Board Action

Item Number: 2023-472

Meeting Date: 11/14/2023

Sponsor: Finance

Title

2024 Capital Improvement Program Bond Ordinance - Waive First Reading and Set Public Hearing Date

Recommendation

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

Background and Rationale

Ramsey County issues general obligation bonds to finance capital improvement projects identified in the county's annual Capital Improvement Plan.

The county's Capital Improvement Plan and Budget for 2024 includes \$19.5 million in capital improvement projects to be financed by bonds. This bond authority is included in the proposed 2024 Bond Ordinance as a placeholder, giving Ramsey County the ability to issue bonds for specific projects.

The proposed 2024 Capital Improvement Program Bond Ordinance authorizes the issuance of General Obligation Capital Improvement Plan Bonds and sets the maximum principal amount of bond issuance at \$19,500,000. The total principal amount of bonds issued cannot be more, and may be less, than the maximum set in this proposed Ordinance. At a future date, the Ramsey County Board will be requested to approve the actual amount of bonds issued and to award the sale of bonds to the best bidder.

Project financing included in the proposed 2024 CIP Bond Ordinance:

2024 Proposed CIP Regular Projects	\$6,500,000
2024 Proposed CIP Major Projects	<u>\$13,000,000</u>
Total 2023 Bond Ordinance amount	\$19,500,000

The Ramsey County Home Rule Charter section 5.01.A.3 requires that certain acts of the Ramsey County Board shall be by ordinance, including: "Authorize the bonding and borrowing of money." The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law. Both readings may be waived if a copy of the ordinance is supplied to each member of the Ramsey County Board prior to its introduction. In accordance with these requirements, the proposed 2024 Capital Improvement Program Bond Ordinance was provided to each commissioner prior to its introduction on November 14, 2023.

The Ramsey County Home Rule Charter section 5.02 states that every proposed ordinance shall hold a public hearing as required by law. A notification of the public hearing, which includes the draft ordinance, will be publicized in advance of the public hearing.

This action sets the date of the Public Hearing as Nov. 28, 2023, at 9 a.m. or as soon thereafter as possible, in

the Council Chambers. Persons who intend to testify are encouraged to sign up online at ramseycounty.us/chiefclerk or contact the Chief Clerk at 651-266-9200 prior to Nov. 28, 2023. If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

- Email: chiefclerk@ramseycounty.us.
- Phone 651-266-9200.
- Written letter to: Chief Clerk, 15 West Kellogg Blvd, 250 Courthouse, Saint Paul, MN 55102.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

This action by itself does not have a measurable racial equity impact, as the action is just one step in the ordinance process required by the Ramsey County Charter to issue bonds. Ramsey County plans to issue bonds to finance numerous capital improvement projects, each of which provides programs and services to the community. The racial equity impact should be considered by the county departments during the development of the associated programs and services for each capital project.

Community Participation Level and Impact

Ramsey County issues bonds to finance capital improvements identified in its annual Capital Improvement Plan, which is developed with public participation through the Capital Improvement Program Citizen's Advisory Committee (CIPAC), an advisory committee comprised of 14 residents, appointed by the Ramsey County Board, to assure public participation in the decision-making process. CIPAC reviews, rates, and recommends capital improvement projects. The Ramsey County Board also holds a public hearing as part of the Bond Ordinance process to afford the public an opportunity to comment on each proposed project. Direct community participation should be incorporated through the county departments in the development of the programs and services associated with each capital project.

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The proposed 2024 Capital Improvement Program Bond Ordinance authorizes a maximum amount of bond issuance to finance the capital improvements identified in the county's 2024 Capital Improvement Program Budget and Financing Plan.

Last Previous Action

On December 13, 2022, the Ramsey County Board approved the 2023 Capital Improvement Program Budget, which included the Capital Improvement projects (Resolution 2022-291).

Attachments

1. Proposed Ordinance
2. Notice of Publication Public Hearing
3. Proposed Schedule of Events

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10 OFFICIAL SUMMARY OF ORDINANCE
11 AUTHORIZING THE ISSUANCE OF
12 GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS
13 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$19,500,000
14

15 This ordinance authorizes the issuance of bonds, notes or other obligations, in one or more series in
16 an aggregate principal amount not to exceed \$19,500,000 for capital improvement needs.
17
18
19

20 ORDINANCE NO. _____
21

22 AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL
23 IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$19,500,000
24
25

26 A. WHEREAS, since 1989, Ramsey County, Minnesota (the “County”), has issued
27 bonds to finance capital improvements identified in a capital improvement plan developed with
28 citizen participation; and
29

30 B. WHEREAS, the Home Rule Charter of the County (the “Home Rule Charter”) is a
31 desirable source of authority for the issuance of such bonds; and
32

33 C. WHEREAS, the County’s proposed capital improvement budget for 2024
34 contemplates undertaking capital improvements financed in part by bonds, notes or other
35 obligations, in one or more series, in an estimated aggregate amount of \$19,500,000; and
36

37 NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF
38 RAMSEY DOES ORDAIN as follows:
39

- 40 1. Authorization of Bonds - The bonding and borrowing of money by the issuance of general
41 obligation bonds, notes or other obligations, in one or more series from time to time as needed,
42 in an aggregate principal amount not to exceed \$19,500,000 plus the amount of any premium
43 paid with respect thereto (the “Bonds”) is hereby authorized to finance (1) the costs of
44 improvements set forth in the 2024 capital improvement budget of the County, as approved and
45 amended, which may include, without limitation, improvements in connection with the
46 RiversEdge development; (2) the costs of any other improvements set forth in the County’s

capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2024 capital improvement budget, as approved and amended. The amount authorized under this Ordinance is in addition to amounts previously authorized under prior ordinances of the County.

2. Bonding Procedure and Terms - The Bonds shall be scheduled for sale and awarded for sale by resolutions. The specific amount, maturities, interest rates and other terms and conditions of the Bonds and covenants with respect to the Bonds shall be set or made by resolution.
3. Taxes - The Bonds shall be general obligations to which the full faith and credit and taxing powers of the County are pledged. The Bonds may also be paid from interest earnings on the debt service account, and from any other moneys appropriated by the County Board. The taxes levied for the payment of the Bonds shall not limit or reduce the ability of the County to levy taxes for the payment of the costs of other capital improvements or obligations issued to finance the payment of such costs
4. Authorization of Refunding Bonds - The bonding or borrowing of money by the issuance of bonds or other obligations to refund the Bonds is hereby authorized on the same basis as set forth in paragraphs 4 and 5 of Ordinance No. 93-292, authorizing the refunding of bonds issued prior to November 6, 1992. Further proceedings to schedule such refunding bonds for sale, to set the terms and conditions thereof, to make covenants with respect thereto and to award the sale thereof may be, and are hereby authorized to be, done or taken by resolution.
5. Referendum Upon Petition - This ordinance is subject to the ordinance procedure of the County's Home Rule Charter, including the holding of a referendum if a sufficient petition is filed within forty-five (45) days after its publication. Among other conditions to be met, a sufficient petition must be signed by registered voters of the County equal in number to ten percent (10%) of those who voted in the County for the office of President of the United States in the last general election.

**NOTICE OF
PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a Public Hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, November 28, 2023, in the Council Chambers, third floor Court House, 15 West Kellogg Boulevard, Saint. Paul, Minnesota, 55102. This Public Hearing will be conducted to afford the public the opportunity to comment on the proposed 2024 Capital Improvement Program projects and Ordinance. The maximum proposed bond issuance under this ordinance is \$19,500,000. The projects are summarized below:

<u>Project financing included in the proposed 2024 Bond Ordinance:</u>	
2024 Proposed CIP Regular Projects	\$6,500,000
2024 Proposed CIP Major Projects	\$13,000,000
 Total 2024 Bond Ordinance amount	 \$19,500,000

The entire proposed Ordinance can be accessed through www.ramseycounty.us (under the Public Notice section on the Ramsey County Board of Commissioners' page) or by calling the Chief Clerk – County Board at (651) 266-8014.

If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

- Zoom webinar:
Phone: 651-372-8299 | Webinar ID: | Passcode:
- Email: chiefclerk@ramseycounty.us
- Phone: 651-266-9200
- Written letter to: Chief Clerk, 15 Kellogg Blvd West, 250 Courthouse, Saint Paul, MN 55102

Persons who intend to testify are requested to contact (651) 266-8014 or Mee.Cheng@co.ramsey.mn.us prior to Tuesday, November 28, 2023.

**OFFICIAL SUMMARY OF ORDINANCE
AUTHORIZING THE ISSUANCE OF
GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS
IN AN AGGREGATE AMOUNT NOT TO EXCEED \$19,500,000**

This ordinance authorizes the issuance of bonds, notes or other obligations, in one or more series in an aggregate principal amount not to exceed \$19,500,000 for capital improvement needs.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$ 19,500,000

A. WHEREAS, since 1989, Ramsey County, Minnesota (the “County”), has issued bonds to finance capital improvements identified in a capital improvement plan developed with citizen participation; and

B. WHEREAS, the Home Rule Charter of the County (the “Home Rule Charter”) is a desirable source of authority for the issuance of such bonds; and

C. WHEREAS, the County’s adopted capital improvement budget for 2024 contemplates undertaking capital improvements financed in part by bonds, notes or other obligations, in one or more series, in an estimated aggregate amount of \$ 19,500,000;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF RAMSEY DOES ORDAIN as follows:

1. Authorization of Bonds - The bonding and borrowing of money by the issuance of general obligation bonds, notes or other obligations, in one or more series from time to time as needed, in an aggregate principal amount not to exceed \$19,500,000 plus the amount of any premium paid with respect thereto (the "Bonds") is hereby authorized to finance (1) the costs of improvements set forth in the 2024 capital improvement budget of the County, (2) the costs of any other improvements set forth in the County's capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2024 capital improvement budget due to changes occurring after the date hereof. The amount authorized under this Ordinance is in addition to amounts previously authorized under prior ordinances of the County.
2. Bonding Procedure and Terms - The Bonds shall be scheduled for sale and awarded for sale by resolutions. The specific amount, maturities, interest rates and other terms and conditions of the Bonds and covenants with respect to the Bonds shall be set or made by resolution.
3. Taxes - The Bonds shall be general obligations to which the full faith and credit and taxing powers of the County are pledged. The Bonds may also be paid from interest earnings on the debt service account, and from any other moneys appropriated by the County Board. The taxes levied for the payment of the Bonds shall not limit or reduce the ability of the County to levy taxes for the payment of the costs of other capital improvements or obligations issued to finance the payment of such costs.
4. Authorization of Refunding Bonds - The bonding or borrowing of money by the issuance of bonds or other obligations to refund the Bonds is hereby authorized on the same basis as set forth in paragraphs 4 and 5 of Ordinance No. 93-292, authorizing the refunding of bonds issued prior to November 6, 1992. Further proceedings to schedule such refunding bonds for sale, to set the terms and conditions thereof, to make covenants with respect thereto and to award the sale thereof may be, and are hereby authorized to be, done or taken by resolution.
5. Referendum Upon Petition - This ordinance is subject to the ordinance procedure of the County's Home Rule Charter, including the holding of a referendum if a sufficient petition is filed within forty-five (45) days after its publication. Among other conditions to be met, a sufficient petition must be signed by registered voters of the County equal in number to ten percent (10%) of those who voted in the County for the office of President of the United States in the last general election.

Ramsey County, Minnesota
General Obligation Capital Improvement Plan Bonds, Series 2024A
Proposed Schedule of Events

<u>Date</u>	<u>Event</u>
November 14	First Reading of Ordinance and Set Date for Public Hearing on Ordinance
November 28	Second Reading Ordinance and hold Public Hearing on Ordinance
December 12	Approval of Bond Ordinance and considers Resolution Authorizing the Sale of the Bonds
January 28	End of Forty-five (45) day Referendum Petition period
Tentative	Sale of the Series 2024A Bonds
Tentative	Results of the Series 2024A Bonds sale presented to the County Board
Tentative	Settlement of the Series 2024A Bonds, receipt of proceeds

Board of Commissioners

Request for Board Action

Item Number: 2023-486

Meeting Date: 11/14/2023

Sponsor: Finance

Title

Authorization of the Partial Defeasance of Series 2016C Bonds of the Ramsey County Care Center Property

Recommendation

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

Background and Rationale

In July 2022, services were ended in the Ramsey County Care Center. In the spring of 2023, the Ramsey County Board approved the sale of the Ramsey County Care Center building. With the sale of the Ramsey County Care Center building, Ramsey County needs to pay off all outstanding bonds on the property. The final pay-off of the related portion of the outstanding bonds, which were included in the Series 2016C Bonds, is approximately \$573,617.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The racial equity impact of the partial defeasance is unknown.

Community Participation Level and Impact

There is no community engagement for the partial defeasance of this bond.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The sale of the parcel results in additional revenue and the funds, based on the Ramsey County Board action, will be deposited into a Holding Project in the county's 2023 Capital Projects Fund. This funding will off-set the pay-off of the Ramsey County Care Center bonds.

Last Previous Action

On May 23, 2023, the Ramsey County Board approved the sale of and Purchase and Sale Agreement for the Ramsey County Care Center property with NUWAY Alliance, in the amount of \$5,250,000 (Resolution B2023-079).

On April 18, 2023, the Ramsey County Board authorized up to \$6.5 million in General Fund Reserve for one-

time costs related to the 2022 closure of the Ramsey County Care Center (Resolution B2023-059).

On March 14, 2023, the Ramsey County Board held a closed meeting to develop or consider offers or counteroffers for the purchase or sale of real property known as the Ramsey County Care Center in Maplewood, MN.

On March 8, 2022, the Ramsey County Board voted to affirm the County Manager's recommended direction to close the Ramsey County Care Center (Resolution B2022-074).

Attachments

1. Proposed Schedule of Events - Series 2016C Partial Defeasance
2. Distribution List - Series 2016C Partial Defeasance
3. Ramsey County 2016C Escrow Agreement
4. Ramsey County 2016C Defeasance Resolution

Ramsey County, Minnesota

General Obligation Capital Improvement Plan Refunding Bonds, Series 2016C

Partial Defeasance

Schedule of Events

(As of: October 9, 2023)

October 2023							November 2023							December 2023						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						

00 Holiday 00 Significant Action

Date	Event	Responsible Party
Mon., Oct. 23	RBA submitted to the County's agenda system, Legistar, for November 14 meeting.	County Staff
Tue., Oct. 31	RBA approved in Legistar.	County Staff
Mon., Nov. 6	Agenda Review Meeting.	County Staff
Wed., Nov. 8	Finalize RBA for Publication.	County Staff
Tue., Nov. 14	County Board considers Resolution authorizing the partial defeasance of the Series 2016C Bonds; Board meeting commencing at 9:00am CT.	County Board
Wed., Nov. 15	Subscription of State and Local Government Series (SLGS) purchased; final size of defeasance escrow determined.	Baker Tilly U.S. Bank
Thu., Nov. 16	Draft closing memorandum circulated for review.	Baker Tilly
Mon., Nov. 20	Final closing memorandum distributed.	Baker Tilly
Wed., Nov. 22	Settlement of escrow defeasance.	All Parties
On or before Dec. 7	Required EMMA filing.	Baker Tilly
Sat., Feb. 1, 2025	Prepayment date of the Series 2016C Bonds - CARES Center Portion	U.S. Bank

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

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Ramsey County, Minnesota

Partial Defeasance - General Obligation Capital Improvement Plan Refunding Bonds, Series 2016C

Distribution List

(As of: October 9, 2023)

Email List: alexandra.kotze@co.ramsey.mn.us; jeanette.boit-kania@co.ramsey.mn.us; linda.sutton@co.ramsey.mn.us; jboulton@kennedy-graven.com; kganley@kennedy-graven.com; elizabeth.bergman@bakertilly.com; steve.scharff@bakertilly.com; alyssa.glaser@bakertilly.com; jason.dressel@usbank.com

Issuer

Ramsey County

121 7th Place East, Suite 4000
St Paul, MN 55101

Ms. Alexandra Kotze, Chief Financial Officer
651-266-8040
alexandra.kotze@co.ramsey.mn.us

Ms. Jeanette Boit-Kania, Debt and Investment
Manager
651-266-8057
jeanette.boit-kania@co.ramsey.mn.us

Ms. Linda Sutton, Budget Analyst II
651-266-8555
linda.sutton@co.ramsey.mn.us

Bond Counsel

Kennedy & Graven, Chartered

150 S. 5th St., Ste. 700
Minneapolis, MN 55402-1299

Ms. Jennifer Boulton, Attorney
612-337-9202
jboulton@kennedy-graven.com

Ms. Kim Ganley, Paralegal
612-337-9268
kganley@kennedy-graven.com

Municipal Advisor

Baker Tilly Municipal Advisors

30 East Seventh Street, Suite 3025
Saint Paul, MN 55101

Ms. Elizabeth Bergman, Principal
651-223-3018
elizabeth.bergman@bakertilly.com

Mr. Steven Scharff, Senior Manager
651-223-3003
steve.scharff@bakertilly.com

Ms. Alyssa Glaser, Managing Director
651-223-3024
alyssa.glaser@bakertilly.com

Registrar/Paying Agent

U.S. Bank Trust Company, National Association

60 Livingston Ave, EP-MN-WS3C
Saint Paul, MN 55107

Mr. Jason Dressel, Assistant Vice President
651-466-6311
jason.dressel@usbank.com

DEFEASANCE ESCROW AGREEMENT

Relating to:

\$15,825,000

Ramsey County, Minnesota

**General Obligation Capital Improvement Plan Refunding Bonds
Series 2016C**

THIS DEFEASANCE ESCROW AGREEMENT, dated November 22, 2023 (the “Agreement”), is made and executed by and between Ramsey County, Minnesota (the “County”) and U.S. Bank Trust Company, National Association, a banking corporation whose deposits are insured by the Federal Deposit Insurance Corporation and whose capital and surplus is not less than \$500,000 (the “Escrow Agent”):

WITNESSETH: That the parties hereto recite and, in consideration of the mutual covenants contained herein, covenant and agree as follows:

1. Pursuant to a resolution adopted by this Board on July 19, 2016 (the “Bond Resolution”), the County issued its General Obligation Capital Improvement Plan Refunding Bonds, Series 2016C (the “2016C Bonds”), dated August 18, 2016, in the original aggregate principal amount of \$15,825,000, pursuant to Minnesota Statutes, Chapter 475, as amended (collectively, the “Act”). A portion of the 2016C Bonds in the original principal amount of \$1,220,000 refinanced prior bonds issued by the County for the acquisition and betterment of the Ramsey County Care Center, of which \$545,000 remains outstanding (the “Defeased Portion”).

2. The County, in accordance with a resolution adopted by its governing body on November 14, 2023, entitled “Resolution Providing for the Defeasance of the County’s Outstanding General Obligation Capital Improvement Plan Refunding Bonds, Series 2016C, and Authorizing Execution of an Escrow Agreement” (the “Defeasance Resolution”), a certified copy of which has been filed with the Escrow Agent, has provided for the defeasance, the redemption and prepayment of the Defeased Portion of the 2016C Bonds.

3. The County has also, in accordance with the Defeasance Resolution, appropriated the amount of [\$560,166.00] for purchase of securities which are general obligations of the United States, securities whose principal and interest payments are guaranteed by the United States, or securities issued by agencies of the United States (collectively, the “Federal Securities”), as described in the Escrow Verification Report which is attached hereto, marked **Exhibit A** and made a part hereof, together with cash in the amount of [\$0.53], and has irrevocably deposited all such funds and securities with the Escrow Agent on the date of this Agreement. It is understood and agreed that the dates and amounts of payments of principal and interest due on the Federal Securities so deposited are as indicated in **Exhibit A**, and that the principal and interest payments due on such securities together with the initial cash deposit are such as to provide the funds required to pay all principal and interest payable on the Defeased Portion of the 2016C Bonds on or prior to February 1, 2025 (the “Redemption Date”) as indicated in **Exhibit A**.

4. The Escrow Agent acknowledges receipt of the Federal Securities described in paragraph 2 hereof and agrees that it will hold such securities in a special escrow account (the “Escrow Account”) created by the Defeasance Resolution in the name of the County, and will collect and receive on behalf of the County all payments of principal and interest on such securities and will remit from the Escrow Account to the paying agent (the “Paying Agent”) for the Defeased Portion of the 2016C Bonds the funds required from time to time for the payment of principal and interest on the Defeased Portion of the 2016C Bonds on

or prior to the Redemption Date. After provision for payment of all of the Defeased Portion of the 2016C Bonds, the Escrow Agent will remit any remaining funds in the Escrow Account to the County.

5. In order to ensure continuing compliance with the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (collectively, the “Code”), the Escrow Agent agrees that it will not invest any cash deposits or reinvest any cash received in payment of the principal of and interest on the Federal Securities held in the Escrow Account unless and until an opinion is received by Escrow Agent from nationally recognized bond counsel that investments or reinvestments, as specified in said opinion, may be made in a manner consistent with the Code. Investment or reinvestment, if any, of amounts in the Escrow Account made pursuant to this paragraph may be made only at the further direction of the Chief Financial Officer of the County (the “Chief Financial Officer”) and in securities maturing or callable at the option of the holder on such dates and bearing interest at such rates as will be required to provide sufficient funds, together with any cash or other funds retained in the Escrow Account, to pay when due the interest to accrue on each of the Defeased Portion of the 2016C Bonds, and to pay when due the principal amount of each of the Defeased Portion of the 2016C Bonds. Securities purchased from the monies in the Escrow Account will be limited to securities described in Minnesota Statutes, Section 475.67, subdivision 8. The Escrow Agent, as agent for the County, shall purchase any such securities for and on behalf of the County and in its name.

6. The Escrow Agent expressly waives any lien upon or claim against the moneys and investments in the Escrow Account.

7. If at any time it shall appear to the Escrow Agent that the money in the Escrow Account allocable for such use hereunder will not be sufficient to make any payment due to the holders of any of the Defeased Portion of the 2016C Bonds, the Escrow Agent shall immediately notify the County. The County thereupon shall forthwith deposit in Escrow Account, from Pledged Funds (as such term is defined in the Defeasance Resolution) or otherwise from funds on hand and legally available to the County, such additional funds as may be required to meet fully the amount to become due and payable. The County acknowledges its obligation to levy ad valorem taxes on all taxable property in the County to the extent required to produce moneys necessary for this purpose. The County and the Escrow Agent acknowledge receipt of a verification report from _____, ~~[certified public accountants]~~ Ritz & Associates PA, Bloomington, Minnesota, dated _____, 2023, which is attached hereto, marked **Exhibit A** and made a part hereof, to the effect that such cash and securities are sufficient to comply with the requirements of the Act.

8. On or before February 1, 2024, and on or before February 1 of each year thereafter until termination of the Escrow Account, the Escrow Agent shall submit to the County a report covering all money it shall have received and all payments it shall have made or caused to be made hereunder during the preceding year. Such report shall also list all obligations held in the Escrow Account and the amount of money on hand in the Escrow Account as of the end of the preceding year.

9. The Escrow Agent shall cause the Notice of Call for Redemption attached hereto as **EXHIBIT B** to be mailed not less than 30 days prior to the Redemption Date to The Depository Trust Company (a limited purpose trust company), New York, New York (“DTC”), for the purpose of giving notice prior to the Redemption Date to the registered owners of the Defeased Portion of the 2016C Bonds to be redeemed, at their addresses appearing on the bond register, but failure to give such notice shall not affect the validity of the call for redemption.

10. The Escrow Agent shall cause the Notice of Defeasance attached hereto as **EXHIBIT C** to be filed with the Municipal Securities Rulemaking Board within 10 business days of the issuance of the execution of this Agreement.

11. It is recognized and agreed that title to the Federal Securities and cash, if any, held in the Escrow Account from time to time shall remain vested in the County but subject always to the prior charge and lien thereon of this Agreement and the use thereof required to be made by this Agreement. The Escrow Agent shall hold all such money and obligations in a special trust fund and account separate and wholly segregated from all other funds and securities of the Escrow Agent, and shall never commingle such money or securities with other money or securities; provided, however, that nothing herein contained shall be construed to require the Escrow Agent to keep the identical monies, or any part thereof, received for the Escrow Account on hand, but moneys of an equal amount (except to the extent such are represented by investments permitted under this Agreement) shall always be maintained on hand as funds held by the Escrow Agent as trustee, belonging to the County, and a special account shall at all times be maintained on the books of the Escrow Agent, together with such investments. In the event of the Escrow Agent's failure to account for any money or obligations held by it in the Escrow Account, such money and obligations shall be and remain the property of the County, and if for any reason such money or obligations cannot be identified, all other assets of the Escrow Agent shall be impressed with a trust for the amount thereof, and the County shall be entitled to a preferred claim upon such assets. It is understood and agreed that the responsibility of the Escrow Agent under this Agreement is limited to the safekeeping and segregation of the funds and securities deposited with it in the Escrow Account, and the collection of and accounting for the principal and interest payable with respect thereto, the reinvestment of certain funds in Federal Securities to the extent not being held as uninvested cash and the remittance of the funds to the paying agent as provided in this Agreement.

12. This Agreement is made by the County for the benefit of the holders of the Defeased Portion of the 2016C Bonds, and is not revocable by the County, and the investments and other funds deposited in the Escrow Account and all income therefrom have been irrevocably appropriated for the payment of the principal amount of and interest on the Defeased Portion of the 2016C Bonds in accordance with this Agreement.

13. This Agreement shall be binding upon and shall inure to the benefit of the County and the Escrow Agent and their respective successors and assigns. In addition, this Agreement shall constitute a third-party beneficiary contract for the benefit of the holders of the Defeased Portion of the 2016C Bonds and said third-party beneficiaries shall be entitled to enforce performance and observance by the County and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if said third-party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall, if the County approves, be the successor agent without the execution of any document or the performance of any further act.

14. The Escrow Agent may at any time resign and be discharged of its obligations hereunder by giving to the Chief Financial Officer written notice of such resignation not less than 60 days before the date when the same is to take effect and as otherwise required in accordance with applicable laws and rules; provided that the Escrow Agent shall return to the County the pro rata portion of its fee which is allocable to the period of time commencing on the effective date of such resignation. Such resignation shall take effect upon the date specified in the notice, or upon the appointment and qualification of a successor prior to that date. In the event of such resignation, a successor shall promptly be appointed by the County, and the Chief Financial Officer shall immediately give written notice thereof to the predecessor escrow agent and as otherwise required in accordance with applicable laws and rules. If, in a proper case, no appointment of a successor agent is made within 45 days after the receipt by the County of notice of such resignation, the Escrow Agent or the holder of any Bond may apply to any court of competent jurisdiction to appoint a successor escrow agent, which appointment may be made by the Court after such notice, if any, as the court

may prescribe. Any successor escrow agent appointed hereunder shall execute, acknowledge and deliver to its predecessor escrow agent and to the County a written acceptance of such appointment, and shall thereupon without any further act, deed or conveyance become fully vested with all moneys, properties, duties and obligations of its predecessor, but the predecessor shall nevertheless pay over, transfer, assign and deliver all moneys, securities or other property held by it to the successor escrow agent, shall execute, acknowledge and deliver such instruments of conveyance and do such other things as may reasonably be required to vest and confirm more fully and certainly in the successor escrow agent all right, title and interest in and to any property held by it hereunder. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall, if the County approves, be the successor escrow agent without the execution of any document or the performance of any further act.

15. The Escrow Agent acknowledges receipt of the sum of \$ _____ as its full compensation for its services to be performed under this Agreement.

16. The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the County the right to receive brokerage confirmations of the security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Issuer with periodic cash transaction statements that include the detail for all investment transactions made by the Escrow Agent for all current and future accounts.

17. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

18. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed:

If to the County: Ramsey County, Minnesota
121 7th Place East, Suite 4000
St. Paul, MN 55101
Attention: Chief Financial Officer

If to the Escrow Agent: U.S. Bank Trust Company, National Association
60 Livingston Avenue
EP-MN-WS3C
St. Paul, MN 55107-2292
Attention: Corporate Trust Services

19. The exhibits which are a part of this Agreement are as follows:

Exhibit A	Verification Report
Exhibit B	Notice of Call for Redemption

Exhibit C

Notice of Defeasance

IN WITNESS WHEREOF the parties hereto have caused this Defeasance Escrow Agreement to be duly executed by their duly authorized officers, in counterparts, each of which is deemed to be an original agreement, as of the date and year first written above.

RAMSEY COUNTY, MINNESOTA

APPROVED AS TO FORM:

By _____
Its Chair of the County Board

Assistant County Attorney

By _____
Its County Manager

By _____
Its Chief Clerk

(Signature page of the County to the Defeasance Escrow Agreement)

Execution page of the Escrow Agent to the Defeasance Escrow Agreement, dated as of the date and year first written above.

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION**

By _____
Its _____

(Signature page of the Escrow Agent to the Defeasance Escrow Agreement)

EXHIBIT A
VERIFICATION REPORT

EXHIBIT B

NOTICE OF CALL FOR REDEMPTION

\$15,825,000
Ramsey County, Minnesota
General Obligation Capital Improvement Plan Refunding Bonds
Series 2016C

NOTICE IS HEREBY GIVEN that, by order of the Board of Commissioners of Ramsey County, Minnesota (the "County"), there have been called for redemption and prepayment on

February 1, 2025

the following portion of the outstanding bonds of the County designated as General Obligation Capital Improvement Plan Refunding Bonds, Series 2016C, dated August 18, 2016, consisting of a portion of the February 1, 2026 maturity (in the amount of \$140,000) and a portion of the February 1, 2027 maturity (in the amount of \$140,000) totaling \$545,000 in principal amount, and with the following CUSIP numbers:

Year of Maturity	Amount	<u>Original CUSIP</u>	<u>Defeased Amount</u>	<u>New CUSIP for Defeased Portion</u>	<u>Undefeased Amount</u>	<u>New CUSIP for Undefeased Amount</u>
2026	\$140,000	751622 PH8	<u>\$140,000</u>	<u>751622 YD7</u>	<u>\$1,230,000</u>	<u>751622 YH8</u>
2027	\$140,000	751622 PJ4	<u>\$140,000</u>	<u>751622 YE5</u>	<u>\$1,290,000</u>	<u>751622 YJ4</u>

The bonds are being called at a price of par plus accrued interest to February 1, 2025, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of ~~Chief Financial Officer of the County~~ U.S. Bank Trust Company, National Association in Saint Paul, Minnesota, on or before February 1, 2025.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2003, the paying agent is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the redemption date, unless the paying agent is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9, will satisfy the requirements of this paragraph.

The Registrar is not responsible for the selection or use of the CUSIP number, nor is any representation made as to the correctness indicated in the Redemption Notice or on any Bond. It is included solely for convenience of the Holders.

Dated: November 14, 2023

BY ORDER OF THE BOARD OF

COMMISSIONERS

EXHIBIT C

NOTICE OF CALL FOR DEFEASANCE

\$15,825,000
 Ramsey County, Minnesota
 General Obligation Capital Improvement Plan Refunding Bonds
 Series 2016C

NOTICE IS HEREBY GIVEN to the holders of the following portion of the outstanding bonds of the County designated as General Obligation Capital Improvement Plan Refunding Bonds, Series 2016C, dated August 18, 2016, consisting of a portion of the February 1, 2024 maturity (in the amount of \$130,000), a portion of the February 1, 2025 maturity (in the amount of \$135,000), a portion of the February 1, 2026 maturity (in the amount of \$140,000), and a portion of the February 1, 2027 maturity (in the amount of \$140,000) totaling \$545,000 in principal amount, and with the following CUSIP numbers (collectively, the “Defeased Bonds”):

Year of Maturity	Amount	<u>Original CUSIP</u>	<u>Defeased Amount</u>	<u>New CUSIP for Defeased Portion</u>	<u>Un defeased Amount</u>	<u>New CUSIP for Un defeased Amount</u>
2024	\$130,000	751622 PF2	<u>\$130,000</u>	<u>751622 YB1</u>	<u>\$1,185,000</u>	<u>751622 PF2</u>
2025	\$135,000	751622 PG0	<u>\$135,000</u>	<u>751622 YC9</u>	<u>\$1,235,000</u>	<u>751622 PG0</u>
2026	\$140,000	751622 PH8	<u>\$140,000</u>	<u>751622 YD7</u>	<u>\$1,230,000</u>	<u>751622 YH8</u>
2027	\$140,000	751622 PJ4	<u>\$140,000</u>	<u>751622 YE5</u>	<u>\$1,290,000</u>	<u>751622 YJ4</u>

that U.S. Government Securities have been deposited with U.S. Bank Trust Company, National Association (the “Escrow Agent”), in an amount sufficient to defease the Defeased Bonds. Principal of and interest due on the Defeased Bonds prior to February 1, 2025 will be paid by the Escrow Account. Any outstanding Defeased Bonds will be redeemed and prepaid in full on February 1, 2025.

Dated: November 14, 2023

U.S. BANK NATIONAL ASSOCIATION, as
 Escrow Agent

Document comparison by Workshare 10.0 on Wednesday, November 8, 2023
3:52:20 PM

Input:	
Document 1 ID	PowerDocs://DOCSOPEN/909650/2
Description	DOCSOPEN-#909650-v2-Ramsey_County_2016C_ESCROW_AGREEMENT
Document 2 ID	PowerDocs://DOCSOPEN/909650/4
Description	DOCSOPEN-#909650-v4-Ramsey_County_2016C_ESCROW_AGREEMENT
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	18
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	64

Board of Commissioners of
Ramsey County, Minnesota

RESOLUTION NO. _____

Title: Resolution Providing for the Defeasance of a Portion of the County’s Outstanding General Obligation Capital Improvement Plan Refunding Bonds, Series 2016C Relating to the Ramsey County Care Center, and Authorizing Execution of an Escrow Agreement

Background and Rationale:

Pursuant to a resolution adopted by this Board on July 19, 2016 (the “Bond Resolution”), the County issued its General Obligation Capital Improvement Plan Refunding Bonds, Series 2016C (the “2016C Bonds”), dated August 18, 2016, in the original aggregate principal amount of \$15,825,000, pursuant to Minnesota Statutes, Chapter 475, as amended (collectively, the “Act”). A portion of the 2016C Bonds in the original principal amount of \$1,220,000 refinanced prior bonds issued by the County for the acquisition and betterment of the Ramsey County Care Center, of which \$545,000 remains outstanding (the “Defeased Portion”).

In connection with the sale of the Ramsey County Care Center, the County has determined to redeem and prepay the Defeased Portion of the 2016C Bonds. The 2016C Bonds maturing in the years 2026 and thereafter, are subject to redemption and prepayment at the option of the County on February 1, 2025, and on any date thereafter at a price of par plus accrued interest. In connection with such redemption and prepayment, the County has determined to defease the Defeased Portion of the 2016C Bonds by appropriating certain legally available funds in an amount that, if invested in securities authorized by Minnesota Statutes, Chapter 118A, will provide for the payment of principal and interest on the Defeased Portion of the 2016C Bonds prior to and on February 1, 2025 (the “Redemption Date”).

To accomplish defeasance of the Defeased Portion of the 2016C Bonds, the County will establish an Escrow Account (the “Escrow Account”) with U.S. Bank Trust Company, National Association (the “Escrow Agent”), a suitable financial institution in the State of Minnesota whose deposits are insured by the Federal Deposit Insurance Corporation and whose combined capital and surplus is not less than \$500,000. A form of escrow agreement (the “Escrow Agreement”) is presented to the Board.

The defeasance of the Defeased Portion of the 2016C Bonds as provided for in this Board Action is not to be construed as impairing or affecting the covenants with or pledges to the holders of the 2016C Bonds contained in the Bond Resolution. For the prompt and full payment of the principal and interest on the Defeased Portion of the 2016C Bonds, as the same respectively become due, those funds pledged in the Bond Resolution have been and are irrevocably pledged (the “Pledged Funds”). When the Defeased Portion of the 2016C Bonds and interest thereon have been discharged as provided in this Resolution and the Escrow Agreement, all pledges, covenant and other rights granted by this Resolution and the Bond Resolution to the holders of the Defeased Portion of the 2016C Bonds will cease.

Recommendation:

The Board of Commissioners of Ramsey County, Minnesota resolves to:

1. Approve the form, execution and delivery of Escrow Agreement, together with any related documents necessary in connection therewith (collectively, the “Escrow Documents”).
 - a. The Chair of the County Board, its Chief Clerk, and the County Manager of the County (the “Authorized Officials”) are authorized to execute the same on behalf of the County on the date of the settlement of the escrow defeasance (the “Closing Date”).

- b. The approval hereby given to the Escrow Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the County and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the County.
 - c. The execution of any instrument by the appropriate officers of the County herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof.
 - d. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the County Board by any duly designated acting official, or by such other officer or officers of the County Board as, in the opinion of the County Attorney, may act in their behalf.
- 2. Cause the Escrow Agent to deliver:
 - a. The Notice of Defeasance attached as Exhibit C to the Escrow Agreement to be filed with the Municipal Securities Rulemaking Board within 10 business days of the Closing Date.
 - b. The Notice of Call for Redemption attached as Exhibit B to the Escrow Agreement not less than 30 days prior to the Redemption Date to The Depository Trust Company (a limited purpose trust company), New York, New York ("DTC"), for the purpose of giving notice prior to the Redemption Date to the registered owners of the Defeased Portion of the 2016C Bonds to be redeemed, at their addresses appearing on the bond register.
- 3. Approve the appropriation, pledge, and transfer to the Escrow Account, on the Closing Date, of the amount that is needed for payment of the principal and interest of the Defeased Portion of the 2016C Bonds on and prior to the Redemption Date. As of the date of this resolution, the amount needed to fund the Escrow Account is expected to be \$573,616.53 (including transaction costs), but the exact amount will be determined as of Closing Date based on the price of securities purchased to fund the Escrow Account.
 - a. The funds are to be invested in securities maturing or callable at the option of the holder on such dates and bearing interest at such rates as may be required to provide sufficient monies together with cash or other monies in the Escrow Account to pay when due the principal amount of and interest on the Defeased Portion of the 2016C Bonds on and prior to the Redemption Date. The funds may be used only for the purposes stated in this Section, except that any surplus remaining in the Escrow Account, when all of the Defeased Portion of the 2016C Bonds and interest thereon have been paid, shall be transferred to the general fund of the County.
 - b. Securities to be purchased from the funds are limited to securities specified in Section 475.67, subdivision 8 of the Act. The Authorized Officials are authorized and directed to purchase the securities for the Escrow Account and to transfer them to the Escrow Agent as provided in the Escrow Agreement.
 - c. If the balance in the Escrow Account is ever insufficient to pay all principal and interest then due on the Defeased Portion of the 2016C Bonds, the deficiency must be promptly paid out of the Pledged Funds and, if such amounts are insufficient, from taxes hereafter levied for the payment of the Defeased Portion of the 2016C Bonds and such funds may be reimbursed with or without interest from the Escrow Account when a sufficient balance is available therein.

Board of Commissioners

Request for Board Action

Item Number: 2023-487

Meeting Date: 11/14/2023

Sponsor: Library

Title

Donation from the Estate of Susan Baxter to Ramsey County Library Department

Recommendation

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

Background and Rationale

In June 2023, Richard J. Baxter, executor of Susan Baxter's estate, contacted Ramsey County Library and sent a check in the amount of \$10,000 as "a big thank you for all the work that Ramsey County Library | Roseville Branch does," as stipulated in her will. Ms. Baxter passed away on April 1, 2023.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The generous support of Ms. Baxter enhances Ramsey County Library's ability to serve the county's diverse communities.

Community Participation Level and Impact

No community engagement was conducted, this request for board action is to inform the community and the funds will be used to serve the county's diverse communities.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

This gift is not part of the Library department's approved 2023 budget. These funds will be placed in the Library department's Trust and Agency Fund for future community outreach use.

Last Previous Action

None.

Attachments

1. Roseville Donation Letter

On behalf of my sister Susan
Baxter, I want to express
a big "Thank You" for all
the work that the Ramsey
County Library / Roseville
Branch does. Susan died
on April 1, & her will
included this bequest
of money.

Richard Baxter

Board of Commissioners

Request for Board Action

Item Number: 2023-489

Meeting Date: 11/14/2023

Sponsor: Library

Title

Grant from the Roseville Rotary Club to the Ramsey County Library - Roseville

Recommendation

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

Background and Rationale

The Roseville Rotary Club has been a long-term supporter of the Ramsey County Library and would like to generously grant \$18,870 to the Ramsey County Library Roseville branch with the stipulation that the funds be used to purchase cabinets, tables and chairs for the Reading Room in the children's department.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

The generous support of the Roseville Rotary Club enhances Ramsey County Library's ability to serve the county's diverse communities. This new furniture will provide a more welcoming environment for our youth patrons and their families while they participate in library programs like Family Storytime, Paws to Read and MakerKids. Homework Help is a library program that serves students who need additional assistance with after school homework. New Americans and East African residents make up 80% of the requests for homework assistance and youth participating in the program.

Community Participation Level and Impact

No community engagement was conducted, but the funds will be used to purchase new furniture, which will improve the children's department.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

This grant is not part of the Library department's approved 2023 budget. These funds will be placed in the Library department's Trust and Agency Fund and expended on furniture for the children's department at the Ramsey County Library - Roseville.

Last Previous Action

None.

Attachments

1. Roseville Rotary Club Memo



ROSEVILLE ROTARY CLUB

1700 Highway 36 West

Suite 820, Rosedale Tower

Roseville, Minnesota 55113 U.S.A.

(651) 636-9054. Fax: (651) 636-8799 . Email: kathy.hughitt@rotary5960.org

October 9, 2023

Pang H. Yang
Deputy Director/Department Head
Ramsey County Library
Administrative Office
4560 N. Victoria Street
Shoreview, MN 55126

Re: grant for furniture for the Rotary Reading Room in the children's section of the
Ramsey County Library in Roseville, MN

Dear Ms. Yang:

I am happy to report that Roseville Rotary Club has obtained funding for the purchase of the cabinets, tables, and chairs described in the enclosed list. Based on the prices and shipping costs that we were previously provided, the full amount that we will reimburse to Ramsey County Library is \$18,870.48. The sources of the funds are:

Roseville Rotary Club:	\$4,575.48
Prior Lake Rotary Club: \$	\$2,000.00
Lakeville Rotary Club: \$	\$1,000.00
N. St. Paul/Maplewood/Oakdale Rotary:	\$1,000.00
Stillwater Sunrise Rotary Club:	\$ 500.00
Arden Hills/Shoreview Rotary Club:	\$ 500.00
White Bear Lake Rotary Club:	\$ 500.00
New Brighton/Mounds View Rotary:	\$ 250.00
The Rotary Foundation:	\$8,545.00

The furniture is intended for use at RCL-Roseville in the Rotary Reading Room. My understanding is that you will purchase the furniture from the vendor and will request reimbursement after the purchase by providing us with the paid invoice and/or receipt. Please send that documentation to me at brad@kirscherlawfirm.com. You have also agreed to cooperate with Rotary's grant reporting and any financial audit to which Roseville Rotary Club is subjected.

Sincerely,

enclosure

/s/ Brad Kirscher
Chair, Grants Committee
Roseville Rotary Club



Tables are easy to fold and nest for space-saving storage!

[View Larger](#)

Flex-Space Mobile Flip & Nest Tables - Modern Maple

\$849.00

Size [Seating Chart](#)

30" x 48" (Shown)

Qty

1

Add to Cart

[Add to Registry](#)

[Add to Shopping List](#)

☒ Ship Item

Estimated ship date: 08/09/22.

☐ Store Pickup

Not eligible for store pickup.



[View Larger](#)

Flex-Space Stacking Chairs

\$97.99

Size [Size Chart](#)

17 1/2" Chair

Color

Gray

Qty

1

Add to Cart

[Add to Registry](#)

[Add to Shopping List](#)

☒ Ship Item

In stock and ready to ship

☐ Store Pickup

10 Tables	\$8,490
40 Chairs	\$3,920
Tote Tray Storage Cabinet	\$2,780
Storage Cabinet	\$1,900
Total	\$17,090



Hann Tote Tray Storage Cabinet - 24 Trays, 48" x 84" x 22"

Item #:51218-1001 [VIEW PRODUCT DETAILS](#)

List ~~\$3462.58~~ \$2797.00

SAVE 19% off List!

☒ Low Stock, Order Now

1

ADD TO CART

Save For Later

Add To List

[Back to Hann Hardwood Storage Cabinet](#)

Storage Cabinet, Large - 48"

Item #:51215-1048 [VIEW PRODUCT DETAILS](#)

\$1899.99

☒ Low Stock, Order Now

1

ADD TO CART

Save For Later

Add To List



Board of Commissioners

Request for Board Action

Item Number: 2023-492

Meeting Date: 11/14/2023

Sponsor: Parks & Recreation

Title

Awards from the Metropolitan Council for Regional Parks Operation and Maintenance Allocation

Recommendation

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

Background and Rationale

The state of Minnesota provides funding to the Metropolitan Council for operation and maintenance of regional parks and open space system through General Fund Appropriations and 22.5% of money collected and received under Minnesota Statutes 297A.94. Minnesota Management and Budget has budgeted an appropriation of \$17,490,000 for State Fiscal Year (SFY) 24 and \$11,490,000 for SFY 25 for operations and maintenance of regional parks and open spaces. The Metropolitan Council is required to allocate funding in the form of agreements to the regional park implementing agencies for SFY 2024 (July 1, 2023-June 30, 2024) and SFY 2025 (July 1, 2024-June 30, 2025). The funding allocation is based on a statutory formula. Ramsey County has been allocated \$1,625,382 for SFY 2024 and an amount to be determined in July 2024 for SFY 2025. Based on the amount to be received for SFY 2024, and the state of Minnesota appropriation for SFY 25, it is estimated Ramsey County will receive approximately \$1,067,421 for SFY 25.

This agreement will cover both SFY 24 and SFY 25 funding allocations for operation and maintenance of regional parks and open space system. Approved allocation funds for SFY 2024 were available for use beginning July 1, 2023, and will have an agreement period from July 1, 2023, to June 30, 2025. SFY 2025 funding amounts will not be known until July 2024 and will be based reporting for calendar year 2023 expenditures. Approved allocation funds for SFY 25 will be available for use beginning July 1, 2024, and will have a agreement period from July 1, 2024, to June 30, 2025. Any adjustments to SFY 2025 funding amounts will be updated in SFY agreement contracts.

Operation and maintenance funding for regional parks and open spaces provides resources to implement maintenance and operation activities to the regional parks and trails within Ramsey County. These activities create safe places, build a sense of community, protect, restore, and preserve the environment.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☐ Opportunity

☒ Accountability

Racial Equity Impact

Operation and maintenance funds for regional parks and open spaces meet a variety of residents' needs for

health, safety, and welfare throughout the Ramsey County Parks and Recreation system. Maintenance and operation activities are critical in maintaining regional parks and open space systems on a regional level resulting in connection with a wide demographic and diverse populations.

While the Metropolitan Council's 2021 Parks and Trails Visitor Study noted a gap between the population of racially and ethnically diverse residents in regional and local park visitation, Ramsey County's 21st Century Vision works to welcome new visitors to the park through safe and clean facilities, programming, active outreach, and equitable initiatives, such as the ordinance revision, and welcoming, user-friendly signage.

Community Participation Level and Impact

Initial community participation was conducted through the process of developing master plans for these regional parks and trails. Impact of maintenance and operation activities are demonstrated through satisfaction surveys collected every year to determine overall ratings for customer service, cleanliness and maintenance of facilities, and safety. Collective feedback received from satisfaction surveys provide critical information to advance maintenance and operation activities to meet the level of service demand and ultimately to increase the quality of life for all Ramsey County residents.

☒ Inform ☒ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The county is responsible for providing ongoing maintenance and operations for regional park and trail facilities within the Ramsey County Park system. Funding provided through the Metropolitan Council for operation and maintenance of regional parks and open spaces allows for maintaining regional park and open space facilities. The agreement for the maintenance and operation allocations are included in the Parks operation budget. Funding amounts for FY 2024 (\$1,625,382) and FY 2025 (to be determined in July 2024, but is estimated at \$1,067,421) are included within this agreement. Allocation amounts for SFY 2024 are higher than previous years for SFY 2022 (\$848,038) and SFY 2023 (\$849,153).

Last Previous Action

None.

Attachments

1. SFY 2024 and SFY 2025 Operation and Maintenance Allocation Agreement

METROPOLITAN COUNCIL GRANT AGREEMENT FOR METROPOLITAN AREA REGIONAL PARKS OPERATION & MAINTENANCE ALLOCATION

This Grant Agreement ("Contract") is made and entered into by and between the Metropolitan Council
("Council") and Ramsey County ("Grantee")

RECITALS

- A. The Council is authorized by Minnesota Statutes section 473.315 (a) to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of development of regional recreation open space in accord with the Council's Regional Parks Policy Plan.
- B. The Grantee is an "Implementing Agency" under Minnesota Statutes section 473.351 (a) and is eligible for a grant from the Council for operation & maintenance allocation to implement the Council's Grant Program.
- C. The State of Minnesota provides funding to the Council for operation and maintenance of regional parks and open space systems through General Fund Appropriations and 22.5% of the money collected and received under Minnesota Statute 297A.94 Deposit of Revenues, paragraph (h), clause (3).
- D. The Council is required to allocate the funds it receives from the State of Minnesota for the operation and maintenance of the regional parks and open space system established under Minnesota Statutes section 473.351 ("State Funds").
- E. Minnesota Statutes section 473.351 Subdivision 3 defines how the State Funds shall be allocated among the implementing agencies and this Contract is intended to set forth the terms and conditions for the distribution of the Grantee's allocation of operation and maintenance funds ("Grant Funds").

NOW THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term and Scope of Grant Contract.**

- 1.1 **Effective date:** Upon final execution by the Parties this Contract is effective as of July 1, 2023.
- 1.2 **Grant Activity Period:** July 1, 2023 through June 30, 2025.
- 1.3 **Term.** The term of this Contract shall extend until September 30, 2025, to permit payment and closeout of this Contract.
- 1.4 **Survival of Terms.** The following clauses survive the expiration or cancellation of this Contract: 16. Liability; 17. Audits; 18. Government Data Practices; and 20. Governing Law, Jurisdiction, and Venue.
- 1.5 **Scope.** This Contract sets forth the terms and conditions for distribution of the State

METROPOLITAN COUNCIL GRANT AGREEMENT FOR METROPOLITAN AREA REGIONAL PARKS OPERATION & MAINTENANCE ALLOCATION

Metropolitan Area Regional Parks Operation & Maintenance Allocation.

2. Grantee Activities Eligible for Grant.

The Parties acknowledge that the purpose of this Contract is to fund the continued operation and maintenance of the metropolitan regional park system, established in Minnesota Statutes 473.351 Metropolitan Area Regional Parks Funding.

3. Time.

The parties agree to comply with all the time requirements described in this Contract.

4. Authorized Uses.

The Grantee is authorized to use the grant awarded under this Contract only for costs directly incurred for the Grant activities specified in Minnesota Statute 473.351, Subd. 1(b).

5. Annual Grant Amount.

The Grantee shall be allocated funds in accordance with the formula outlined in Minnesota Statute 473.351, Subd. 3. The Council will notify the Grantee of final budgeted allocations upon conclusion of the legislative session and adoption of the Council's Unified Budget Amendment.

6. Distribution of Grant Funds.

The Council shall distribute the Grant Funds to the Grantee as follows:

- 6.1 Pursuant to Minnesota States section 473.351, subd. 2, the initial installment of Grant Funds will be made to the Grantee by August 1st for each state fiscal year covered by this Contract.
- 6.2 Subsequent distributions of the Grant Funds to the Grantee will be on a monthly basis via wire transfer.
- 6.3 Monthly payments, and annual total revenue, will be based upon actual receipts received from the State. This number may be higher or lower than forecasted budgeted amounts.

7. Reporting

The Grantee will provide the Council with an annual report of all eligible operation & maintenance expenses after the start of the new calendar year and prior to the beginning of a new state fiscal year. Grantee will provide the annual report and supporting data in a format as requested by the Council (e.g., in excel document rather than PDF), and Grantee shall provide the Council with any additional follow-up information reasonably requested by the Council to meet the Council's reporting requirements.

Council will:

- Communicate all known reporting requirements and anticipated deadlines By January 15th of each calendar year; and
- Send a specific detailed data request for each report and provide at least a 30-day notice for any material changes to the reporting requirements and anticipated deadlines unless unable to do so due to lack of notice by the State government.

8. Compliance with State Law

The Grantee agrees to comply with applicable state law, rule and regulation pertaining to the use of the Grant

**METROPOLITAN COUNCIL GRANT AGREEMENT FOR
METROPOLITAN AREA REGIONAL PARKS OPERATION & MAINTENANCE
ALLOCATION**

Funds.

9. Monitoring Activities.

To assist the Council in monitoring compliance with this Contract, the Grantee agrees to attend meetings requested by the Council and to permit site visits by Council staff, during business hours, upon reasonable notice.

10. Changed Conditions.

The Grantee agrees to notify the Council immediately of any change in conditions, law, ordinance, or regulation, or any other event that may affect the Grantee's ability to perform in accordance with the terms of this Contract.

11. Contact Persons.

The authorized contact persons for receipt of notices, reports, invoices, and approvals under this Contract are:

Council:

Nicole Clapp
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101-1805
(651) 602-1723
nicole.clapp@metc.state.mn.us

Grantee:

Kristopher Lencowski
Ramsey County Parks & Recreation
2015 Van Dyke Street
Maplewood, MN 55101
(651)266-0300
kristopher.lencowski@ramseycounty.us

Or such other person(s) as may be designated in writing for itself by either party.

12. Assignment.

The Grantee may not assign or transfer any rights or obligations under this Contract without the prior written consent of the Council.

13. Amendments.

Any amendment to this Contract must be in writing and signed by the necessary authorized representative(s) of the Parties.

14. Waiver.

If either Party fails to enforce any provision of this Contract, that failure shall not be deemed evidence of a waiver of its right to enforce this Contract.

15. Entire Agreement

This Contract is the complete agreement between the Council and the Grantee. No other understanding regarding this Contract, whether written or oral, may be used in the interpretation of this Contract.

16. Liability.

Each Party shall be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The Parties' liability shall be governed by the provisions of the Minnesota Municipal Tort Claims Act, Minnesota Statutes chapter 466, and other applicable law.

**METROPOLITAN COUNCIL GRANT AGREEMENT FOR
METROPOLITAN AREA REGIONAL PARKS OPERATION & MAINTENANCE
ALLOCATION**

17. Audits.

Under Minnesota Statutes, Section 16C.05, sub. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the end of this Contract.

18. Government Data Practices.

The Parties shall comply with Minnesota Statutes, chapter 13, the Minnesota Government Data Practices Act.

19. Workers' Compensation.

The Grantee represents that it follows Minnesota Statutes, Section 176.181, sub. 2, pertaining to workers' compensation insurance coverage. Neither Grantee nor its employees or agents are Council employees. Grantee agrees that 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 not the Council's obligation or responsibility.

20. Governing Law, Jurisdiction, and Venue.

Minnesota law governs this Contract. Venue for all legal proceedings arising out of this Contract shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives on or as of the Effective Date.

RAMSEY COUNTY


METROPOLITAN COUNCIL

By: _____
 Its: Trista Martinson,
 Chair
 Date: _____


By: _____
 Its: LisaBeth Barajas, Executive Director
 Community Development Division
 Date: _____

By: _____
 Its: Mee Cheng
 Chief Clerk
 Date: _____

Approval Recommended:

By: 
 Its: Mark McCabe
 Director of Parks and Recreation
 Date: 10/23/2023

Approved as to form

By: 
 Its: Assistant County Attorney
 Date: October 13, 2023

Board of Commissioners

Request for Board Action

Item Number: 2023-481

Meeting Date: 11/14/2023

Sponsor: Public Health

Title

Grant Award from the Minnesota Department of Public Safety for Sexual Assault Services

Recommendation

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

Background and Rationale

Public Health's Sexual Offense Services (SOS) program receives annual state and federal grant funding from the Minnesota Department of Public Safety, Office of Justice Programs to provide 24/7 crisis advocacy, ongoing individual advocacy, counseling and support, community awareness, information, and education. In addition, the SOS program provides follow-up services to victims and secondary victims (those who are impacted by sexual violence such as family and friends of victims). Follow-up services are provided only when a client provides SOS permission. Follow-up may include information about medical and legal needs as well as a general check-in within the first week of the client contacting SOS.

SOS services have been provided in Ramsey County since 1976. SOS answers approximately 8,000 service calls for approximately 1,100 victims of sexual violence, annually. The services provided are in accordance with and by defined terms of the Minnesota Department of Safety Office of Justice Programs. These services include crisis intervention, emotional support, financial resources and support for emergency services, transportation and compensation claims, information and referrals regarding social/human resources services, medical advocacy, criminal and civil advocacy, and safety services.

Research and experience have shown sexual assault victims experience considerable short- and longer-term distress. Victims who worked with an advocate were less likely to blame themselves for the sexual assault and less reluctant to seek further help from community support systems. As a result of advocacy, victims were more likely to receive services from community professionals and to have better recovery outcomes

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☐ Opportunity

☐ Accountability

Racial Equity Impact

Public Health recognizes that sexual violence is supported by all forms of oppression. To address this, the goals, objectives, and outcomes of SOS's practices, structure, and funding requests are centered on serving residents who are more likely to be marginalized in society: people of color, women, LGBTQ+, low-income individuals, prisoners, the disabled, senior citizens. The funding of this grant supports 3.5 Full-Time Equivalent

positions that provide direct crisis services to victims/survivors of sexual violence.

When race and ethnicity is known, the majority of primary victim survivors served by SOS (53%) are non-White. Racially and ethnically diverse communities experience sexual violence at higher rates than White populations as reflected in the National Crime Victimization Survey and data collected by SOS. The disproportionate rate of sexual violence in racially and ethnically diverse communities is compounded by existing racial health disparities such as higher rates of diabetes, hypertension, obesity, asthma, and heart disease. These health disparities are highest in immigrant and refugee populations in Minnesota, many of whom live in Ramsey County.

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

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

SOS has engaged in multiple outreach activities with a diverse array of disciplines including multiple private and public schools, Public Health, Ramsey County Social Services, shelters for people experiencing homelessness, libraries, the National Guard, clinics, and other community-based programs. Since 2019, in partnership with the Ramsey County Attorney's Office, local law enforcement and medical providers, SOS has been providing training to every new and/or current patrol officer in Ramsey County from all nine law enforcement agencies and to all new Emergency Communication Center staff. This continues to occur on a bi-monthly basis. SOS is also a standing member of the Ramsey County Children's Multidisciplinary Team and the Ramsey County Adult Protection Multidisciplinary Team with input in cases where there is a risk of sexual violence and exploitation. Additionally, SOS supported the Minnesota Department of Human Services in developing statewide training for nursing homes and elderly care facilities in identifying signs of sexual violence, mitigating risks, and supporting survivors.

Community Participation Level and Impact

SOS informs clients about and offers referrals to community culturally specific partner programs listed above. SOS has led and supported various community outreach events and campaigns including Start by Believing, an annual SOS Walk to Honor Survivors, and Sexual Violence Action Program with Saint Paul Public Schools. Additional methods of outreach and community involvement include an online evaluation of services for clients, and an ASKSOS email for community members and stakeholders to connect with SOS staff easily. When fiscally able, SOS provides focus groups to seek input from both victims and survivors but also community stakeholders. SOS is currently partnered with the Ramsey County Attorney's Office to provide focus groups with survivors of sexual violence who identify as BIPOC women who have/have not engaged in the legal process to conduct qualitative data analysis. The results of this analysis will assist the Ramsey County criminal justice system toward meaningful transformative change focused on our racially and ethnically diverse community. SOS has one staff member dedicated to outreach to provide awareness and education regarding sexual violence and SOS services. Outreach efforts include weekly, in-person at the Saint Paul Opportunity Center, Saint Paul College and Macalester College. Additionally, the Sexual Assault Protocol Team is a partnership with over 90 people participating from over 30 agencies.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☒ Empower

Fiscal Impact

Public Health has been receiving this grant funding in an amount of \$347,374 per federal fiscal year since October 2016. There is no fiscal impact. The \$347,374 of funding from this grant is included in the proposed 2024-2025 Public Health budget.

Last Previous Action

On December 21, 2021, the Ramsey County Board of Commissioners accepted a grant award from and approved a grant agreement with the Minnesota Department of Public Safety for Sexual Assault Services for the period of October 1, 2021 through September 30, 2023 in the amount of \$694,628 (Resolution B2021-281).

Attachments

1. Grant Agreement with the Minnesota Department of Public Safety



Grant Contract Agreement

Page 1 of 3

Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Crime Victim Services 2024 Grant Contract Agreement No.: A-CVS-2024-RAMS-SOS-041
Grantee: Ramsey County, Sexual Offense Services (SOS) 555 Cedar Street St Paul, Minnesota 55101-2260	Grant Contract Agreement Term: Effective Date: 10/1/2023 Expiration Date: 9/30/2024
Grantee's Authorized Representative: Emily Huemann, Program Supervisor Ramsey County, Sexual Offense Services (SOS) 90 West Plato St. Paul, Minnesota 55101 (651) 249-9894 emily.huemann@co.ramsey.mn.us	Grant Contract Agreement Amount: Original Agreement \$347,314.00 Matching Requirement \$0.00
State's Authorized Representative: Casey Cashman, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 231-8739 Casey.cashman@state.mn.us	Federal Funding: CFDA/ALN: 16.588 FAIN: 15JOVW-23-GG-00581-STOP State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. Special Conditions: Attached and incorporated into this grant agreement. See page 3.

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

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

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

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Crime Victim Services 2024 Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the Crime Victim Services 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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

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



Grant Contract Agreement

Page 2 of 3

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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCYSigned: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-CVS-2024-RAMS-SOS-041 / 3-90879Project No.(indicate N/A if not applicable): N/A**2. GRANTEE**

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

Signed: _____

Print Name: Trista MartinsonTitle: Chair, Ramsey County Board of Commissioners

Date: _____

Signed: _____

Print Name: Mee ChengTitle: Chief Clerk, Ramsey County Board of Commissioners

Date: _____

Signed: _____

Print Name: _____

Title: Assistant County Attorney

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative



Special Conditions

1. Special Duties:

\$347,314 for sexual assault services in Ramsey County.

Budget				
Budget Category		Federal	State	Match
Personnel				
#1 Medical Services Coordinator		\$48,517.47	\$9,147.28	\$0.00
#2 Outreach Coordinator		\$70,227.00	\$0.00	\$0.00
#3 Client Services Coordinator		\$46,909.00	\$10,000.00	\$0.00
#4 Volunteer Coordinator		\$0.00	\$67,516.00	\$0.00
Total		\$165,653.47	\$86,663.28	\$0.00
Payroll Taxes & Fringe				
Taxes and Fringe		\$62,368.53	\$32,628.72	\$0.00
Total		\$62,368.53	\$32,628.72	\$0.00
Total		\$228,022.00	\$119,292.00	\$0.00

Board of Commissioners

Request for Board Action

Item Number: 2023-468

Meeting Date: 11/14/2023

Sponsor: Safety and Justice

Title

Memorandum of Understanding with the Second Judicial District for Continuation of the County-Court Joint Committee

Recommendation

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

Background and Rationale

The Ramsey County Board of Commissioners and the Second Judicial District (the "Court") entered into a Memorandum of Understanding (MOU) in December 2018 to formally structure a committee to form a County-Court Joint Committee (the "Committee") that will focus on policy coordination, correctional services, and court facilities in Ramsey County. The members of the Committee reviewed the effectiveness of the work and agreed that it has met or exceeded the committee's expectations and voted for the MOU to be renewed. The renewal is for five years and requires board approval.

The Committee will be comprised of three members of the Ramsey County Board of Commissioners and three judges from the Second Judicial District. In addition, the Ramsey County Manager and the Second Judicial District Court Administrator will be ex-officio members.

The Committee will continue to review Ramsey County and Second Judicial District policies and procedures and recommend systemic and programmatic changes in the provision of criminal justice and juvenile justice related services, correctional services, public health services, mental health services, human services, and other services in Ramsey County.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☐ Opportunity ☐ Accountability

Racial Equity Impact

The MOU supports the county's strategic, Putting Well-being & Community at the Center of Justice System Transform, by developing actionable strategies and key initiatives that can support or transform the current public safety system which can reduce harm to structurally barriered populations, particularly within the Black and American Indian communities.

Community Participation Level and Impact

There has been no direct community participation in the development of this Memorandum of Understanding. Ramsey County's continues to seek ways creating safer and healthier communities and this memorandum supports this effort.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

No fiscal impact is noted in this effort.

Last Previous Action

On December 18, 2018, the Ramsey County Board approved Memorandum of Understanding with the Second Judicial District to form a County-Court Joint Committee through December 31, 2023 (Resolution B2018-350).

Attachments

1. Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF RAMSEY
AND THE SECOND JUDICIAL DISTRICT**

This Memorandum of Understanding ("MOU") is made and entered into by and between the County Board of Ramsey County, State of Minnesota, 220 Courthouse, 15 W. Kellogg Blvd., St. Paul, MN 55102, hereinafter referred to as the "COUNTY", and the Second Judicial District, 1700 Courthouse, 15 W. Kellogg Blvd., St. Paul, MN 55102, hereinafter referred to as the "COURT".

WHEREAS, the COUNTY and COURT agree to put a formal structure in place for discussing areas of mutual interest as it relates to coordination of Court and County efforts to provide effective and efficient services to the public, and recognizing that these efforts will further the best interests of all Ramsey County residents:

NOW, THEREFORE, the COUNTY and the COURT agree as follows:

1. To form a County-Court Joint Committee (the "Committee") that will focus on policy coordination, correctional services, and court facilities in Ramsey County. The purpose of the Committee is to:
 - a. Provide a forum for dialogue between the COUNTY and COURT with the goal of improving the coordination of services to the residents of Ramsey County;
 - b. Review and recommend systemic and programmatic changes in the provision of criminal justice and juvenile justice related services, correctional services, public health services, mental health services, human services, and other services in Ramsey County through Ramsey County policies and procedures and Second Judicial District policies and procedures;
 - c. Provide the opportunity for the COURT to have input into the hiring process for the Deputy County Manager for the Health and Wellness Service Team, which is responsible for the Social Services, Financial Assistance Services, Public Health, Community Corrections, Healthcare Services and Veterans Services departments, as the Health and Wellness Service Team has frequent interface with the COURT. The COURT input in the hiring process will include the County Manager inviting a judge, selected in consultation with the Chief Judge, to participate in the interview panel for the Deputy County Manager.
 - d. Discuss areas of cooperation and coordination to improve outcomes for persons who utilize services of the courts in Ramsey County; and,
 - e. Discuss broader community issues and review recommendations for innovative changes that could reduce demands on COUNTY and COURT services.

2. The Committee will be comprised of three members of the Ramsey County Board of Commissioners and three judges from the Second Judicial District. In addition, the Ramsey County Manager and the Second Judicial District Court Administrator will be ex-officio members. Further, the Committee shall operate as follows:
 - a. The Committee will meet quarterly. A meeting may be cancelled if both the County and Courts agree there is no business need to meet. The meetings will be called by either the Chairperson of the Ramsey County Board of Commissioners, the Chief Judge of the Second Judicial District, or by the Chairperson of the Committee. The meetings are subject to Minnesota's Open Meeting Law.
 - b. The Chairperson of the Committee will be elected from among its members at the first meeting held each calendar year. The Chair shall alternate each year between a Judge and a Commissioner.
 - c. No business of the Committee shall be effective except upon four votes of the members of the Committee, with at least two votes from the COUNTY representatives and two votes from the COURT representatives.
3. It is understood by the COUNTY and COURT that nothing in this MOU limits or supersedes the authority provided by federal, state, or local law to the COUNTY with respect to the structure, management, or delivery of correctional services or any other services. Similarly, nothing in this agreement limits or supersedes the authority of the COURT to undertake any actions authorized by law or Judicial Branch Policy.
4. Implementation of any recommendation or policy suggestions approved by the Committee shall require the separate approvals of both the Ramsey County Board of Commissioners and the Second Judicial District in accordance with their respective procedures governing such approvals.
5. The COUNTY and COURT agree that this MOU will be effective January 1, 2024 to December 31, 2028. However, either the COUNTY or the COURT may terminate the MOU upon 90 days' notice to the other.
6. The COUNTY agrees that it will continue participating in the Community Corrections Act (Minn. Stat. §§ 401.01-.16) and related statutes. Further, the COUNTY agrees to continue providing child custody evaluations and counseling services in domestic relations cases as may be ordered by the court, subject to budgetary limitations.

COURT AND COUNTY BOARD APPROVAL

The Chief Judge of the Ramsey County District Court, Second Judicial District, having signed this agreement following approval by the Second Judicial District Bench, and the Chair of the Ramsey County Board of Commissioners, having signed this agreement following approval by the County Board of Commissioners, the proper County officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

RAMSEY COUNTY DISTRICT COURT, SECOND JUDICIAL DISTRICT

Date: 11/01/2023



Chief Judge Leonardo Castro
Ramsey County District Court
Second Judicial District

COUNTY OF RAMSEY

Date: _____

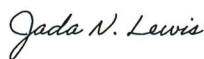
Chair Trista Martinson
Ramsey County Board of Commissioners

Date: _____

Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

Reviewed by the Ramsey County Attorney:

Date: 11/06/2023



Jada Lewis, Ramsey County
Attorney or designee

Board of Commissioners

Request for Board Action

Item Number: 2023-498

Meeting Date: 11/14/2023

Sponsor: Sheriff's Office

Title

Grant Award from the U.S. Department of Justice, Office of Community Oriented Policing Services for the Law Enforcement Mental Health and Wellness Act

Recommendation

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

Background and Rationale

On October 13, 2023, the Ramsey County Sheriff's Office was awarded a grant from the U.S. Department of Justice, Office of Community Oriented Policing Services, in the amount of \$181,900, for mental health and wellness services. This is the first time Ramsey County has received this grant award.

The Law Enforcement Mental Health and Wellness Act of 2017 was signed into law in January 2018, recognizing that law enforcement agencies need and deserve support in ongoing efforts to protect the mental health and well-being of employees. Mental and psychological health is just as essential as physical health for employees to be effective in serving the community.

Compared to the general public, public safety employees are at a higher risk for negative physical and mental health outcomes, including early death, injuries and illnesses, obesity, heart attacks, and sleep disorders. During the average length of a career, law enforcement officers will witness and respond to 188 critical incidents, which without preparation, support, and mental health care, can have dramatic effects on short and long term physical and mental health.

The funding provided by this grant will be used to implement a continuum of care mental health model, which includes mental health outreach events and education, establishment of a peer-to-peer counselor and support programs, and staff events highlighting the availability of mental health services.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The Ramsey County Sheriff's Office employees represent a diverse workforce. Services provided by grant

funds will benefit deputies and correctional officers as well as professional and support staff. Providing the needed mental health services to employees will improve the services provided to all residents of Ramsey County.

Community Participation Level and Impact

As part of the nation-wide competitive award process, the U.S. Department of Justice establishes a peer review and scoring process, which includes members from many diverse populations across the United States. Applications are evaluated on many factors, including services to underserved populations, geographic diversity, and availability of funds.

☒ Inform ☒ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

No county match funds are required. This grant totaling \$181,900 upon execution to September 30, 2025 will cover costs associated with the establishment and provisioning of peer-to-peer counselor and support program, and continuum of care model mental health model.

Last Previous Action

None.

Attachments

1. Grant Agreement - Law Enforcement Mental Health and Wellness Act



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	RAMSEY, COUNTY OF 425 GROVE ST		
City, State and Zip:	SAINT PAUL, MN 55101		
Recipient UEI:	GEJJLN68CNL5		
Project Title: FY23 Ramsey County, MN, LEMHWA Project	Award Number: 15JCOPS-23-GG-01846-LEMH		
Solicitation Title: FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects			
Federal Award Amount: \$181,900.00	Federal Award Date: 10/13/23		
Awarding Agency:	Office of Community Oriented Policing Services		
Funding Instrument Type:	Grant		
Opportunity Category: D			
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants			
Project Period Start Date: 10/1/23	Project Period End Date: 9/30/25		
Budget Period Start Date: 10/1/23	Budget Period End Date: 9/30/25		
Project Description: If awarded the grant funds, the RCSO proposes to contract professional mental health services to 1) establish a Peer-to-Peer Early Intervention Program that trains sworn employees to identify the early signs of a mental health crisis—and then intervene with help, support and resources; 2) institute a Continuum of Service Mental Health Model that provides mental health support and services “from hiring to retiring.” This model would start in the academy and continue throughout the course of an employee’s tenure with annual mental health checkups, peer counseling and more.			

Award Letter

October 13, 2023

Dear Bob Fletcher,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by RAMSEY, COUNTY OF for an award under the funding opportunity entitled 2023 FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects. The approved award amount is \$181,900.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

HUGH CLEMENTS

COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

RAMSEY, COUNTY OF

UEI

GEJJLN68CNL5

ORI Number

Street 1

425 GROVE ST

Street 2

City

SAINT PAUL

State/U.S. Territory

Minnesota

Zip/Postal Code

55101

Country

United States

County/Parish

Province

Award Details

Federal Award Date

10/13/23

Award Type

Initial

Award Number

15JCOPS-23-GG-01846-LEMH

Supplement Number

00

Federal Award Amount

\$181,900.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.710	Public Safety Partnership and Community Policing Grants
Statutory Authority	
The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq	
<input type="checkbox"/> <i>I have read and understand the information presented in this section of the Federal Award Instrument.</i>	
Project Information	
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.	
Solicitation Title	Awarding Agency
2023 FY 2023 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects	COPS
Application Number	
GRANT13843120	
Grant Manager Name	
NICOLE PRUSS	
Phone Number	
202-616-0096	
E-mail Address	
Nicole.Pruss2@usdoj.gov	
Project Title	
FY23 Ramsey County, MN, LEMHWA Project	
Performance Period Start Date	
10/01/2023	Performance Period End Date
	09/30/2025
Budget Period Start Date	Budget Period End Date
10/01/2023	09/30/2025
Project Description	
<p>If awarded the grant funds, the RCSO proposes to contract professional mental health services to 1) establish a Peer-to-Peer Early Intervention Program that trains sworn employees to identify the early signs of a mental health crisis—and then intervene with help, support and resources; 2) institute a Continuum of Service Mental Health Model that provides mental health support and services “from hiring to retiring.” This model would start in the academy and continue throughout the course of an employee’s tenure with annual mental health checkups,</p>	

peer counseling and more.

[]
I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 7/20/23 9:12 PM

Comments

No items

Budget Category	Proposed Change Budget		Approved Budget	Percentages
Sworn Officer Positions:	\$0	\$0	\$0	
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	
Travel:	\$0	\$0	\$0	
Equipment:	\$0	\$0	\$0	
Supplies:	\$0	\$0	\$0	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$181,900	\$0	\$181,900	
Other Costs:	\$0	\$0	\$0	
Total Direct Costs:	\$181,900	\$0	\$181,900	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$181,900	\$0	\$181,900	
Federal Funds:	\$181,900	\$0	\$181,900	100.00%
Match Amount:	\$0	\$0	\$0	0.00%

Program Income:	\$0	\$0	\$0	0.00%
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Budget Category

Sworn Officer

Civilian Personnel

Travel

Equipment

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Reporting Subawards and Executive Compensation

The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions

in paragraph e. of this award term).

2. Where and when to report.

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting total compensation of recipient executives for non-Federal entities.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the

U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and,

iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

2

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an

internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2023, Public Law 117-328, Division E, Title VII, Section 742.

3

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the requirements in 2 C.F.R. § 175.15(b) – Award Term:

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

c. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended 22 U.S.C. 7104(g), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section

103 of the TVPA, as amended (22 U.S.C. 7102).

4

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

5

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
 - (2) When an award no longer effectuates the program goals or agency priorities, to the extent such termination is authorized by law.
 - (3) When the recipient agrees to the termination and termination conditions.
 - (4) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
 - (5) Pursuant to any other termination provisions included in the award.
2. C.F.R. § 200.340.

6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable 2023 COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

7

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

8

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.334 and 200.337.

9

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

10

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

11

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

12

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

13

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

14

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

15

Equal Employment Opportunity Plan (EEO): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

16

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

17

Federal Civil Rights: The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition—

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

18

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

19

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress toward implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

20

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five-year period; and

c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

- (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21

System for Award Management (SAM) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain current

information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.

B. Requirement for Unique Entity Identifier

If you are authorized to make subawards under this Federal award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.
2. May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.

C. Definitions

For purposes of this term:

1. System for Award Management (SAM) means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
2. Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.
3. Entity includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
 - a. A foreign organization;
 - b. A foreign public entity;
 - c. A domestic for-profit organization; and
 - d. A Federal agency.
4. Subaward has the meaning given in 2 CFR 200.1.
5. Subrecipient has the meaning given in 2 CFR 200.1.

22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

23

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the award package.

24

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2023, Public Law 117-328, Division B, Title V, Section 527.

25

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2 C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

26

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(e)(2) and 200.309.

27

Copyright: If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

28

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

29

Human Subjects Research: The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

30

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

31

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera

Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

32

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(f). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

33

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

34

Public Release Information: The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number [YYYY-XX-XXXX] awarded to [Entity] by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

35

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

36

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

37

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior

approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

38

Training Guiding Principles: Any training or training materials developed or delivered with award funding provided by the Office of Community Oriented Policing Services is to adhere to the following guiding principles –

1. Trainings must comply with applicable law.

In developing and conducting training under the award, recipients (and any subrecipients) shall not violate the Constitution or any federal law, including any law prohibiting discrimination.

2. The content of trainings and training materials must be accurate, appropriately tailored, and focused.

The content of training programs must be accurate, useful to those being trained, and well matched to the program's stated objectives. Training materials used or distributed at trainings must be accurate, relevant, and consistent with these guiding principles.

3. Trainers must be well-qualified in the subject area and skilled in presenting it.

Trainers must possess the subject-matter knowledge and the subject-specific training experience necessary to meet the objectives of the training. In selecting or retaining a trainer, recipients (or subrecipients) should consider such factors as the trainer's resume and written materials, interviews with the trainer, observation of other trainings conducted by the trainer, feedback from other entities with which the trainer has worked, training participant feedback and evaluations, and the general reputation of the trainer.

4. Trainers must demonstrate the highest standards of professionalism.

Trainers must comport themselves with professionalism. While trainings will necessarily entail varying teaching styles, techniques, and degrees of formality, as appropriate to the particular training goal, professionalism demands that trainers instruct in the manner that best communicates the subject matter while conveying respect for all.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the

federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval**Title of Approving Official**

COPS Director

Name of Approving Official

HUGH CLEMENTS

Signed Date And Time

9/13/23 12:45 PM

Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance**Title of Authorized Entity Official**

Sheriff

Name of Authorized Entity Official

Bob Fletcher

Signed Date And Time

10/16/2023 11:35 AM

Declaration and Certification (Government Executive/Financial Official)

Board of Commissioners

Request for Board Action

Item Number: 2023-482

Meeting Date: 11/14/2023

Sponsor: Social Services

Title

Joint Powers Agreement with the Minnesota Department of Human Services for Technical Assistance

Recommendation

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

Background and Rationale

Ramsey County has been a recipient of the Women in Recovery Services (WRS) block grant distributed by Minnesota Department of Human Services (DHS) since 2002. Ramsey County has utilized this grant to serve women who are pregnant and raising children under the age of one. Mothers First Program (Mothers First) is a preventative voluntary program offered to families who reside in Ramsey County who are struggling with substance use or have recently discontinued substance use and need additional support remaining free of substance use. The mission of Mothers First is to help families live a substance use free life.

In April of 2023, Ramsey County submitted a proposal to provide technical assistance to the other recipients of the Women in Recovery Services Grant. There are 12 grantees who receive the Women in Recovery Services Grant distributed by DHS. The Joint Powers Agreement would allow Ramsey County to host trainings, provide continuing education credits, provide meals, and provide venues for these grant related learning opportunities. Ramsey County will be providing three years of technical assistance to WRS grantees. This is to include three trainings each year, speakers to subject matter expertise to women in recovery, cost of space rental, food, and continued education credits.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

Mothers First serve families from all of Ramsey County. This Joint Powers Agreement gives the opportunity for Ramsey County to partner with DHS to provide the WRS grantees with learning opportunities to best serve the diverse communities served with the Women in Recovery Services Grant. Of the 43 women served in the Mothers First program from May 2022-May 2023, 28% identified as African American/Black, 5% identified as American Indian/ Alaskan Native, 9% identified as Asian American/Pacific Islander, 42% identified as white, 14% identified as Biracial/Multiracial and 2% identified as other.

Community Participation Level and Impact

Ramsey County's Mothers First will work to utilize local event venues to host the grantee meetings. Ramsey County will also look to work with small, local, food vendors to offer meals at the training events that are community owned.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☐ Empower

Fiscal Impact

Ramsey County is to provide three years of technical assistance to WRS grantees. This is to include three trainings each year, to cover the cost of space, trainers, food, and continued education credits. DHS will provide Ramsey County with an annual budget of \$62,370. In total for three years the total amount for the technical assistance will be \$187,110. The Mothers First staff will work to secure vendors for food, space, and speakers for these events in partnership with the Department of Human Services.

Last Previous Action

On September 26, 2023, the Ramsey County Board of Commissioners approved the personnel complement increase in the Social Services department 1.0 Full Time Equivalent Certified Peer Recovery Specialist position and 1.0 Full Time Intern position for the duration of the grant (Resolution B2023-160).

Attachments

1. Joint Powers Agreement



Minnesota Department of Human Services Joint Powers Agreement

This Joint Powers Agreement, and all amendments and supplements to the agreement (AGREEMENT), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division (DHS) and Ramsey County Social Services (Governmental Unit). The parties have authority to enter into joint powers agreements pursuant to Minnesota Statutes, section 471.59, subdivision 10.

RECITALS

DHS, pursuant to Minnesota Statutes, sections 256.01, subdivision 2(a)(6), and 471.59, has authority to enter into contracts for the following services: Technical Assistance for Coordination and Management of Women Recovery Services Grantee meetings.

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

THEREFORE, the parties agree as follows:

1. AGREEMENT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This AGREEMENT is effective on **September 15, 2023**, or the date that DHS obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This AGREEMENT is valid through **June 30, 2026**, or until all obligations set forth in this AGREEMENT have been satisfactorily fulfilled, whichever occurs first.

1.3. Survival of terms. Governmental Unit has a continuing obligation after the expiration of AGREEMENT to comply with the following provisions of AGREEMENT: Indemnification; State Audits; Information Privacy and Security.

2. DUTIES.

2.1 Governmental Unit's Duties. Governmental Unit shall perform duties in accordance with **Attachment A: Duties and Work-Plan**, which is attached and included in this AGREEMENT.

2.2 DHS's Duties: DHS must: Review and payout monthly invoices in accordance to **Attachment B, Budget**. DHS will coordinate monthly with Governmental Unit to review progress of **Attachment A: Duties and Workplan**.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. DHS will provide consideration for all services satisfactorily provided by Governmental Unit under this AGREEMENT.

a. Compensation. Governmental Unit will be paid in accordance with **Attachment B, Budget**, which is attached and incorporated into the AGREEMENT.

3.2 Terms of Payment. DHS must pay Governmental Unit within 30 days after Governmental Unit presents invoices for services it performs.

3.3 Total Obligation. The total obligation of DHS for all compensation and reimbursements to Governmental Unit shall not exceed **one hundred eighty-seven thousand one hundred and ten dollars \$ 187,110.00.**

4. CONDITIONS OF PAYMENT.

Governmental Unit will perform all services pursuant to this AGREEMENT to DHS's satisfaction, according to the sole discretion of DHS's authorized representative.

5. AUTHORIZED REPRESENTATIVES.

5.1. STATE. STATE's authorized representative for the purposes of administration of this CONTRACT is **Daniela White** or successor. Phone and email: **651-431-2333, Daniela.White@state.mn.us.** This representative shall have final authority for acceptance of CONTRACTOR's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to clause 3.2.a.

5.2. Governmental Unit. Governmental Unit's Authorized Representative is **Anne Barry** or successor. Phone and email: **Anne.Barry@co.ramsey.mn.us** If Governmental Unit's Authorized Representative changes at any time during this AGREEMENT, Governmental Unit must immediately notify DHS.

5.3. Information Privacy and Security. (If applicable) Governmental Unit's responsible authority for the purposes of complying with data privacy and security for this AGREEMENT is **Anne Barry** or successor. Phone and email: **Anne.Barry@co.ramsey.mn.us.**

6. STATE AUDITS.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this AGREEMENT are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this AGREEMENT.

7. E-VERIFY CERTIFICATION (IN ACCORDANCE WITH MINN. STAT. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of DHS, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of DHS. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EveryfySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to DHS upon request.

8. VENUE

Venue for all legal proceedings out of this AGREEMENT, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. INDEMNIFICATION.

In the performance of this AGREEMENT, the Indemnifying Party must indemnify, save, and hold harmless DHS, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by DHS, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of DHS's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for DHS's failure to fulfill its obligation under this AGREEMENT.

Nothing within this AGREEMENT, whether express or implied, shall be deemed to create an obligation on the part of DHS to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this AGREEMENT, and to all terms subsequently added, without regard to order of precedence.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that DHS will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to Governmental Unit under this AGREEMENT. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that Governmental Unit will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GRANTEE is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this AGREEMENT. Therefore, Governmental Unit is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this AGREEMENT. If Governmental Unit has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this AGREEMENT, Governmental Unit will be responsible for its own compliance.
- c. Notwithstanding paragraph a. and b., in its capacity as Governmental Unit under this AGREEMENT, Governmental Unit must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. Governmental Unit will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and

thus any data created, collected, received, stored, used, maintained or disseminated by Governmental Unit in performing its duties under this AGREEMENT is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either Governmental Unit or DHS.

- d. In its capacity as Governmental Unit under this AGREEMENT, Governmental Unit is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by Governmental Unit in performing its duties under this AGREEMENT is explicitly subject to the protections of Minn. Stat. § 13.46.
- e. If Governmental Unit receives a request to release data created, collected, received, stored, used, maintained or disseminated by Click here to enter governmental unit abbreviation in performing its duties under this AGREEMENT, Governmental Unit must immediately notify and consult with DHS’s Authorized Representative as to how Governmental Unit should respond to the request.
- f. Under this AGREEMENT, Governmental Unit is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit in performing its duties under this AGREEMENT.
- g. Governmental Unit’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. Governmental Unit must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by Governmental Unit in performing its duties under this AGREEMENT.

11. TERMINATION.

11.1 Termination. DHS or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days’ written notice to the other party.

11.2 Termination for Insufficient Funding. DHS may immediately terminate this AGREEMENT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. DHS is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. DHS will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. DHS must

provide the Governmental Unit notice of the lack of funding within a reasonable time of DHS's receiving that notice.

12. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE.

12.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this AGREEMENT without the prior consent of DHS and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

12.2 Amendments. Any amendment to this AGREEMENT must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

12.3 Waiver. If DHS fails to enforce any provision of this AGREEMENT, that failure does not waive the provision or its right to enforce it.

12.4 Contract Complete. This AGREEMENT contains all negotiations and agreements between DHS and the Contractor. No other understanding regarding this AGREEMENT, whether written or oral, may be used to bind either party.

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Signature Page Follows

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

By: _____

Date: _____

Contract No: _____

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

3. DHS

By (with delegated authority): _____

Title: _____

Date: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

Governmental Unit

State Authorized Representative

Attachment A – Duties and Work Plan (9/15/23-6/30/2026)				
Goal (What are the broad intended results you are hoping to accomplish through this project?)	Objective (What are the measurable step(s) you must take to achieve the goal?)	Description of Task/Duties (What are the activities you must complete to achieve the objective?)	Role Responsible	Timeframe for Completion
Provide understanding of topics related to women in recovery	<ul style="list-style-type: none"> -Provide three training opportunities to provide grantees with continued education credits -Increase understanding of resources and programming available to women in recovery -Increase skills to work with pregnant and parenting women -Increase understanding of working with diverse populations 	<ul style="list-style-type: none"> -Complete an annual assessment of what topics interest the providers within the women's recovery services grant -Provide one grantee meeting focused on Maternal Health provided by a local agency (African American Babies Coalition or another local agency) and Self-Care Building Day -Provide annually one women's treatment focused grantee meeting including peer recovery specialists, Narcan Training, MH training (Radius), and highlight treatment providers within grantees and outside (Recovery Hope) that support women and families in recovery -Provide one grantee meeting focused on navigating government systems; featured speakers include Gender Specific Probation Program, Public Health, Implementation of Signs of Safety, CEUS offered for information gained on Moral Injury in CW 	Tracy/Luna Supervisor/Cas e Aid	<p>August 2023, 24, 25</p> <p>August 2023, July 2024, July 2025</p> <p>Late Fall 2023, 2024, 2025</p> <p>Spring 2024, 2025, 2026 (Hybrid Options available)</p>
Provide physical space and food for Grantee Meetings	<ul style="list-style-type: none"> -Work with local vendors to provide food for grantee meetings -Work with local providers and one greater MN location to provide space for grantee meetings 	<ul style="list-style-type: none"> -Find local providers for food that are small locally owned businesses to cater food at grantee meetings -Book with local organizations to provide space for grantee meetings (Wilder, Bunker Hills, Shoreview Community Center) 	Tracy/Luna Supervisor/Cas e Aid	August 2023, July 2024, July 2025, Late Fall 2023, 2024, 2025, Spring 2024, 2025, 2026
Provide CEUs for presentations	<ul style="list-style-type: none"> -CEUs available in SW and LADC for attending grantee meetings 	-Apply for CEU credits from the Minnesota Board of Social work and BBHT for LADC continued education credits	Tracy/Luna Supervisor/Cas e Aid	3 months prior to each grantee meeting
Complete registration, reminders, attendance, and certificates	<ul style="list-style-type: none"> -Provide schedule, planning, registration, certificates 	<ul style="list-style-type: none"> -Provide email invites -Provide agendas, and reminders of meetings -Provide certificates of attendance -Additional support includes providing information about lodging 	Tracy/Luna Supervisor/Cas e Aid	1-2 months prior to each grantee meeting

Attachment B: BUDGET SUMMARY AND JUSTIFICATION FORM					
BUDGET SUMMARY Year 1			BUDGET SUMMARY Year 2		BUDGET SUMMARY Year 3
September 15, 2023 to June 30, 2024			July 1, 2024 to June 30, 2025		July 1, 2025 to June 30, 2026
CATEGORY	TOTAL BUDGET Year 1	CATEGORY	TOTAL BUDGET Year 2	CATEGORY	TOTAL
Salaries	\$ -	Salaries	\$ -	Salaries	
Fringe Benefits	\$ -	Fringe Benefits	\$ -	Fringe Benefits	
Contracted Services	\$ -	Contracted Services	\$ -	Contracted Services	
Space Cost (Incl utilities)	\$ 12,000.00	Space Cost (Incl utilities)	\$ -	Space Cost (Incl utilities)	\$ 12,000.00
Equipment	\$ -	Equipment	\$ -	Equipment	
Bonds & Insurance	\$ -	Bonds & Insurance	\$ -	Bonds & Insurance	
Copying	\$ -	Copying	\$ -	Copying	
Data Processing	\$ -	Data Processing	\$ -	Data Processing	
Communications	\$ -	Communications	\$ -	Communications	
Instate Travel	\$ -	Instate Travel	\$ -	Instate Travel	
Out-of-State Travel	\$ -	Out-of-State Travel	\$ -	Out-of-State Travel	
Program Costs	\$ 4,500.00	Program Costs	\$ 4,500.00	Program Costs	\$ 4,500.00
Evaluation	\$ -	Evaluation	\$ -	Evaluation	
Audit	\$ -	Audit	\$ -	Audit	
Staff Development	\$ 40,200.00	Staff Development	\$ 40,200.00	Staff Development	\$ 40,200.00
Child Care - Day Care	\$ -	Child Care - Day Care	\$ -	Child Care - Day Care	
Client Transportation	\$ -	Client Transportation	\$ -	Client Transportation	
Client Housing Costs	\$ -	Client Housing Costs	\$ -	Client Housing Costs	
Client Incentives	\$ -	Client Incentives	\$ -	Client Incentives	
Client Emergency Funds	\$ -	Client Emergency Funds	\$ -	Client Emergency Funds	
Total Direct Costs	\$ 56,700.00	Total Direct Costs	\$ 56,700.00	Total Direct Costs	\$ 56,700.00
Indirect Cost (See note above,	\$ 5,670.00	Indirect Cost (See note above,	\$ 5,670.00	Indirect Cost (See note above, attach	5,670
TOTAL REQUEST Year 1	\$ 62,370.00	TOTAL REQUEST Year 2	\$ 62,370.00	TOTAL REQUEST Year 3	\$ 62,370.00
					\$ 187,110.00

BUDGET SUMMARY AND JUSTIFICATION FORM

BUDGET JUSTIFICATION Year 1: September 15 , 2023 to June 30, 2024

CATEGORY	JUSTIFICATION NARRATIVE	Year 1
Salaries		
Fringe Benefits		
Contracted Services		
Space Cost (Incl utilities)	2 local 2 day meetings=\$1,000/day=\$4,000, + 2 day Self-care conference =\$8,000=space, room block, conference room	\$ 12,000.00
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications		
Instate Travel		
Out-of-State Travel		
Program Costs	WRS Grantee advertisement items: Cooler bags, waterbottles, care packages for self care @ \$1,500/event @ 3 events=\$4,500	\$ 4,500.00
Evaluation		
Audit		
Staff Development	6 days of meetings @ \$4,000/day for speakers, + cost of CEUS, self care activities=\$24,000 Food for events, breakfast, lunch, snacks: \$60/day 6 days @ 45 attendees=\$16,200	\$ 40,200.00
Child Care - Day Care		
Client Transportation		
Client Housing Costs		
Client Incentives		
Client Emergency Funds		
Total Direct Costs		\$ 56,700.00
Indirect Cost (See note above, attach indirect cost detail)	10% of total cost	5,670
TOTAL REQUEST Year 1		\$ 62,370.00

BUDGET SUMMARY AND JUSTIFICATION FORM

BUDGET JUSTIFICATION Year 2: July 1, 2024 to June 30, 2025

CATEGORY	JUSTIFICATION NARRATIVE	Year 2
Salaries		
Fringe Benefits		
Contracted Services		
Space Cost (Incl utilities)	2 local 2 day meetings=\$1,000/day=\$4,000, + 2 day Self-care conference =\$8,000=space, room block, conference room	\$ 12,000.00
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications		
Instate Travel		
Out-of-State Travel		
Program Costs	WRS Grantee advertisement items: Cooler bags, waterbottles, care packages for self care @ \$1,500/event @ 3 events=\$4,500	\$ 4,500.00
Evaluation		
Audit		
Staff Development	6 days of meetings @ \$4,000/day for speakers, + cost of CEUS, self care activities=\$24,000 Food for events, breakfast, lunch, snacks: \$60/day 6 days @ 45 attendees=\$16,200	\$ 40,200.00
Child Care - Day Care		
Client Transportation		
Client Housing Costs		
Client Incentives		
Client Emergency Funds		
Total Direct Costs		\$ 56,700.00
Indirect Cost (See note above, attach indirect cost detail)	10% of total cost	5,670
TOTAL REQUEST Year 2		\$ 62,370.00

BUDGET SUMMARY AND JUSTIFICATION FORM

BUDGET JUSTIFICATION Year 3: July 1, 2025 to June 30, 2026

CATEGORY	JUSTIFICATION NARRATIVE	Year 3
Salaries		
Fringe Benefits		
Contracted Services		
Space Cost (Incl utilities)	2 local 2 day meetings=\$1,000/day=\$4,000, + 2 day Self-care conference =\$8,000=space, room block, conference room	\$ 12,000.00
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications		
Instate Travel		
Out-of-State Travel		
Program Costs	WRS Grantee advertisement items: Cooler bags, waterbottles, care packages for self care @ \$1,500/event @ 3 events=\$4,500	\$ 4,500.00
Evaluation		
Audit		
Staff Development	6 days of meetings @ \$4,000/day for speakers, + cost of CEUS, self care activities=\$24,000 Food for events, breakfast, lunch, snacks: \$60/day 6 days @ 45 attendees=\$16,200	\$ 40,200.00
Child Care - Day Care		
Client Transportation		
Client Housing Costs		
Client Incentives		
Client Emergency Funds		
Total Direct Costs		\$ 56,700.00
Indirect Cost (See note above, attach indirect cost detail)	10% of total cost	5,670
TOTAL REQUEST Year 2		\$ 62,370.00

same as year 1

Board of Commissioners

Request for Board Action

Item Number: 2023-477

Meeting Date: 11/14/2023

Sponsor: Community & Economic Development

Title

Presentation: Update on Critical Corridors Development & Infrastructure Solicitation

Recommendation

None. For information and discussion only.

Background and Rationale

Community & Economic Development (CED) hosted a solicitation for Critical Corridors funding in fall 2023 to implement strategies and actions outlined in the Economic Competitiveness & Inclusion (ECI) Plan. This presentation will provide an update on the program and outline the process for the Development & Infrastructure solicitation held this fall.

The Critical Corridors programs align with the ECI Plan strategies around fostering inclusive economic development within county corridors, supporting equitable development, and developing pathways to entrepreneurship and business ownership in racially and ethnically diverse communities. They are funded by the Housing and Redevelopment Authority (HRA) levy.

Attachments

1.Presentation



Critical Corridors Fall Solicitation Update

Community & Economic Development

11/14/2023



Agenda

- Background
- Critical Corridors Solicitation



1

Background



Ramsey County Economic Competitiveness and Inclusion Plan

A Holistic Plan

County Goals

- 1 Cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty
- 2 Enhance access to opportunity and mobility for all residents and businesses

Strategies

1 Ensure place-based inclusion, create resilient and equitable communities

- Preserve and increase the supply of rental housing units for lowest-income residents
- Expand affordable homeownership opportunities and improve housing stability for communities that have experienced historic wealth extraction
- Foster inclusive economic development within county transit, economic, and cultural corridors
- Support communities in equitable site development



2 Foster economic competitiveness, innovation, and transformation

- Sustain and accelerate workforce recovery programs
- Develop pathways to entrepreneurship and Black, Latinx, Asian, and Indigenous business ownership
- Attract and grow high-wage industry and innovation: technology, advanced manufacturing, and life sciences
- Strengthen business retention and expansion infrastructure to support communities





2

Critical Corridors

Critical Corridors Programs

- Background and History
 - Funded by the Housing & Redevelopment Authority (HRA) levy.
 - Program launched Fall 2022.
 - Spring 2023 solicitations: obligated \$161,000 to five projects under the Pre-Development Planning and Commercial Corridor Initiative programs.
- Programs:
 - Pre-Development Planning
 - Commercial Corridor Initiative
 - **Development & Infrastructure**



Development & Infrastructure

- Funds inclusive redevelopment and public infrastructure within critical corridors.
- Supports efficient land use and compact built form.
- Enhances access to housing, jobs, retail and services through proximity to transit, pedestrian, and bicycling infrastructure.

Fall 2023 Solicitation: Development & Infrastructure

- Funding available: approximately \$1.5 million
- Timeline:
 - Solicitation opened: September 5, 2023.
 - Solicitation closed: October 6, 2023.
 - Policy Presentation to HRA Board: November 14, 2023.
 - Award Recommendations to HRA Board: November 28, 2023.

Solicitation

- Received 11 eligible applications for a total of \$4.4 million in requests:
 - Eight applications in the city of Saint Paul, for a total of \$3.1 million.
 - Three applications in suburban Ramsey County, for a total of \$1.3 million.
- Applications include activities in four cities:
 - Maplewood
 - Roseville
 - Saint Paul
 - Shoreview

Evaluation Process

- Evaluation Teams included representatives from:
 - Ramsey County: CED & Public Works.
 - Outside partners: Metropolitan Council, Baker Tilly.
- Evaluators independently reviewed applications.
- Evaluation Team discussed and prioritized applications.
- CED Leadership reviewed evaluations and will make funding recommendations, also taking into account:
 - Geographic distribution of projects.
 - Funding needs.

Next Steps

- Development & Infrastructure award recommendations will be presented to the Housing and Redevelopment Authority on November 28, 2023.
- Next solicitations – Pre-Development Planning and Commercial Corridor Initiative – planned for Spring 2024.