



Board of Commissioners

Agenda

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

February 27, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of February 27, 2024 is Presented for Approval** [2023-653](#)

Sponsors: County Manager's Office

Approve the agenda of February 27, 2024.

2. **Minutes from February 20, 2024 are Presented for Approval** [2023-675](#)

Sponsors: County Manager's Office

Approve the February 20, 2024 Minutes.

ADMINISTRATIVE ITEMS

3. **Grant Award from the United States Department of Justice for the Byrne Discretionary Grants Program** [2024-031](#)

Sponsors: Housing Stability

1. Ratify the submittal of the grant application to the United States Department of Justice, Office of Justice Programs, Office for Victims of Crime (OVC), Washington, D.C., 20531, for the Byrne Discretionary Grants Program in the amount of \$2,000,000.
2. Accept a grant award and approve a grant agreement with the United States Department of Justice, for the Byrne Discretionary Grants Program in the amount of \$2,000,000 for the period of upon execution of the contract through May 31, 2025.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Approve a Joint Powers Agreement with the city of Saint Paul as a subrecipient of this grant award.
5. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
6. 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.

4. **Amendment to the Joint Powers Agreement with the City of Saint Paul for the Emergency Solutions Grant** [2024-036](#)

Sponsors: Housing Stability

1. Approve the amended and restated Joint Powers Agreement with the city of Saint Paul for the Emergency Solutions Grant.
2. Authorize the County Manager to execute the amended and restated Joint Powers Agreement.
3. Authorize the County Manager to approve and execute amendments and change orders to agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

5. Project Budget for the Library Fire Panel and Building Automation System Upgrades [2023-575](#)

Sponsors: Economic Growth and Community Investment

1. Accept and approve the Library Fire Panel and Building Automation System Upgrades project budget and financing plan in the amount of \$415,000.
2. Authorize the County Manager to establish a project budget of \$415,000 for the Library Fire Panel and Building Automation System project in the Property Management's Library Capital Projects Fund.
3. Authorize the County Manager to transfer up to \$415,000 from the 2023 Library Fund Balance to fund the Library Fire Panel and Building Automation System project.

6. 2024 - 2028 Transportation Improvement Program [2024-044](#)

Sponsors: Public Works

1. Adopt the 2024-2028 Public Works Transportation Improvement Program.
2. Authorize the County Engineer to prepare plans and agreements for all projects identified in the Transportation Improvement Program and to issue solicitations in accordance with County policies and procedures and the Minnesota Department of Transportation's list of "Pre-Qualified Vendors by Work Type."
3. Authorize the County Surveyor to execute Right of Way Plats and Certificate of Surveys for Highway projects that require the determination of existing right of way for the delineation and /or acquisition of property for planning studies or disposition of excess County property.
4. Authorize the County Manager to enter into agreements and execute change orders and amendments to agreements, supplemental agreements, and agreements related to the expenditure of Transportation Improvement Program Project Funds utilizing County State Aid, Federal, State, and participating funding associated with the construction of the approved projects in the 2024-2028 or a previously approved Transportation Improvement Program in accordance with the county's procurement policies and procedures.
5. Authorize the County Engineer and County Attorney to acquire temporary easements, permanent easements, fee title, and enter into Limited Use Permits with the state of Minnesota for projects in the 2024-2028 Public Works Transportation Improvement Program, or previously approved Transportation Improvement Program, by negotiation or condemnation.
6. Authorize the County Engineer to approve negotiated settlements for up to \$100,000 over the Ramsey County's appraised value per parcel for temporary and permanent easements and fee title.
7. Authorize the County Manager to approve and execute purchase agreements, settlements, closing documents, Limited Use Permits, and other related real estate documentation associated with Ramsey County Board approved acquisitions of real property.

8. Authorize the County Manager to approve and execute cooperative agreements and maintenance agreements with cities, counties, the state, and other governmental agencies for their participation in projects listed in the 2024-2028 Public Works Transportation Improvement Program or previously approved Transportation Improvement Program.
9. Authorize temporary cash loans from the County General Fund to the Road and Bridge Capital Improvement Program fund and the Wheelage Tax fund for costs of projects listed in the 2024-2028 Public Works Transportation Improvement Program, or previously approved Transportation Improvement Program, and for maintenance project expenditures occurring before bond or wheelage tax proceeds are received pending receipt of Federal, County State Aid Highway, state, participating funds.
10. Authorize the County Engineer to submit grant applications for state and federal funding for projects listed in the 2024-2028 Public Works Transportation Improvement Program.
11. Authorize the County Manager to accept grants and execute grant agreements agreeing to the grant terms and conditions for grant award. For grants that so require, Ramsey County agrees to be responsible for any additional amount by which the cost exceeds the county's construction cost estimate and will return to the grantor any grant amount appropriated for the project but not utilized for the project under the terms of the grant agreement.
12. Authorize the County Manager or designee to provide statements of support to county constituent cities for grant applications being pursued by the cities.
13. Authorize an increase of up to 16 Full Time Equivalent staff to Public Works staff and 2 Full Time Equivalent staff to EGCI Administration - Finance's complement to support the increase in the Public Works program.
14. Authorize the County Manager to set up a new fund to account for the Transportation Advancement Account funds and any new projects needed to implement the 2024-2028 Public Works Transportation Improvement Program.
15. Adjust the Public Works 2024 Operating Budget to reflect the receipt of \$11,000,000 from the Transportation Advancement Account taxes, including the auto parts tax, regional sales tax, and delivery fee.
16. Adjust the Public Works 2024 Operating Budget to reflect the receipt of one-time funds in the amount of \$3,554,539.
17. Authorize the County Manager to make budget transfers between the Operating Budget and Capital Budget for the amounts in #15 and #16 to support the 2024-2028 Public Works Transportation Improvement Program.

7. Salary Schedule and Grade for Contract Attorney Unit Manager - Safety & Justice Service Team - Unclassified Position

[2024-043](#)

Sponsors: Human Resources

1. Approve the salary schedule and grade for a new unrepresented job classification: Contract Attorney Unit Manager - Safety & Justice Service Team - Unclassified position.
2. Approve designation of a new classification to the unclassified service in accordance with Minnesota Statutes 383A.285, Subdivision 3:
 - Job Classification: Contract Attorney Unit Manager - Safety & Justice Service Team - Unclassified
 - Schedule: 98B
 - Grade: 41W
 - Annual Salary Range: \$113,598 - \$168,883
3. Authorize the Chair and County Manager to sign the Memorandum of Understanding with the Ramsey County Attorney's Office.

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

Following County Board Meeting:

10:30 a.m. (est.) Board workshop: Child Support Program & Budget, Courthouse Room 220 - Board Conference Room

Public access via Zoom webinar: <http://tinyurl.com/2024AMBWS>

Webinar ID: 945 2405 1145 | Passcode: 590044 | Phone: 651-372-8299

1:30 p.m. Board workshop: Adult Detention Center: Inmate Phone Access & Fee Reduction

Public access via Zoom webinar: <http://tinyurl.com/2024PMBWS>

Webinar ID: 949 5333 8288 | Passcode: 935830 | Phone: 651-372-8299

Advance Notice:

March 5, 2024 County board meeting – Council Chambers

March 12, 2024 County board meeting – Council Chambers

March 19, 2024 County board meeting – Council Chambers

March 27, 2024 No county board meeting - Association of MN Counties Leadership Summit (Nisswa, MN)



Board of Commissioners

Request for Board Action

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

Item Number: 2023-653

Meeting Date: 2/27/2024

Sponsor: County Manager's Office

Title

Agenda of February 27, 2024 is Presented for Approval

Recommendation

Approve the agenda of February 27, 2024.



Board of Commissioners

Request for Board Action

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

Item Number: 2023-675

Meeting Date: 2/27/2024

Sponsor: County Manager's Office

Title

Minutes from February 20, 2024 are Presented for Approval

Recommendation

Approve the February 20, 2024 Minutes.

Attachments

1. February 20, 2024 Minutes

Board of Commissioners Minutes

February 20, 2024 - 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, McGuire, 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, McGuire, Ortega, Reinhardt, and Xiong
Absent: Moran

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner Ortega.

1. Agenda of February 20, 2024 is Presented for Approval [2023-652](#)

Sponsors: County Manager's Office

Approve the agenda of February 20, 2024.

Motion by McGuire, seconded by Reinhardt. Motion passed.

2. Minutes from February 6, 2024 are Presented for Approval [2023-674](#)

Sponsors: County Manager's Office

Approve the February 6, 2024 Minutes.

Motion by Frethem, seconded by Xiong. Motion passed.

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

Absent: Moran

PRESENTATION OF AWARD

3. Ramsey County Employee Achievement Award: Dawn Colliander, Workforce Solutions [2024-009](#)

Sponsors: Human Resources

None. For information and discussion only.

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

ADMINISTRATIVE ITEMS

4. Appointment to the Ramsey-Washington Metro Watershed District [2024-054](#)
-

Sponsors: County Manager's Office

Appointment Val Eisele to the Ramsey-Washington Metro Watershed District Board of Managers for a term beginning February 24, 2024 and ending on February 23, 2027.

Motion by Ortega, seconded by Frethem. Motion passed.

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

Absent: Moran

Resolution: B2024-031

5. Certification of Property Assessed Clean Energy Charges for Energy Improvements

2024-032

Sponsors: Community & Economic Development

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

Owner: GA and J Properties LLC

Property Address: 1375 St Anthony Ave, Saint Paul, MN 55104

PIN: 34-29-23-31-0029

Project Type: Insulation, roof and solar upgrades

Assessment Request: \$34,000

Interest Rate: 7.00 %

Interest Starts Accruing: 01/01/2025

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, subdivision 5.

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

Owner: GA and J Properties LLC

Property Address: 1375 St Anthony Ave, Saint Paul, MN 55104

PIN: 34-29-23-31-0030

Project Type: Insulation, roof and solar upgrades

Assessment Request: \$189,000

Interest Rate: 7.00 %

Interest Starts Accruing: 01/01/2025

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, subdivision 5.

3. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to extend the assessments for PIN 34-29-23-31-0029 and PIN 34-29-23-31-0030 on the property tax lists of the county.

Motion by Ortega, seconded by Frethem. Motion passed.

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

Absent: Moran

Resolution: B2024-032

6. 2023 Budget Adjustments for Ramsey County Sheriff's Office and Ramsey County Attorney's Office

[2024-051](#)

Sponsors: Finance

1. Authorize the County Manager and the Chief Financial Officer to transfer up to \$600,000 to the Ramsey County Sheriff's Office budget and the Ramsey County Attorney's Office budget from the unallocated general account in 2023.
2. Authorize the use of remaining funds in the Sheriff's Office State Fair Project for 2023 operating budget expenses.

Motion by Reinhardt, seconded by Ortega. Motion passed.

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

Absent: Moran

Resolution: B2024-033

POLICY ITEM

7. 2024 Capital Improvement Program Bond Series 2024A - Report on Sale

[2023-475](#)

Sponsors: Finance

None. For discussion only.

Presented by Finance staff. Discussion can be found on archived video.

LEGISLATIVE UPDATE

Legislative Committee Vice Chair Martinson provided legislative updates. Discussion can be found on archived video.

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Martinson declared the meeting adjourned at 10:13 a.m.

Board of Commissioners

Request for Board Action

Item Number: 2024-031

Meeting Date: 2/27/2024

Sponsor: Housing Stability

Title

Grant Award from the United States Department of Justice for the Byrne Discretionary Grants Program

Recommendation

1. Ratify the submittal of the grant application to the United States Department of Justice, Office of Justice Programs, Office for Victims of Crime (OVC), Washington, D.C., 20531, for the Byrne Discretionary Grants Program in the amount of \$2,000,000.
2. Accept a grant award and approve a grant agreement with the United States Department of Justice, for the Byrne Discretionary Grants Program in the amount of \$2,000,000 for the period of upon execution of the contract through May 31, 2025.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Approve a Joint Powers Agreement with the city of Saint Paul as a subrecipient of this grant award.
5. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
6. 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

Members of the [Heading Home Ramsey Continuum of Care <https://headinghomeramsey.org/> \(HHR/CoC\)](https://headinghomeramsey.org/), for which the county serves as the lead agency, developed a proposal entitled *Familiar Faces* to serve adults in Ramsey County who are homeless and have frequent interactions with outreach teams and first responders including law enforcement, fire, Emergency Medical Services (EMS), and hospital emergency departments. Without assertive and persistent outreach and engagement, these individuals are likely to continue to cycle through these costly and often disjointed public crisis response services.

To address the issue, HHR has determined that the creation of a stable place for individuals to shelter, that also has navigable access to assistance to help address immediate and long-term needs, with a goal of individuals getting out of crisis, better decision-making, compliance with outstanding legal issues, and access to medical services and housing with supports is imperative.

The Familiar Faces program will focus on a limited group of individuals experiencing sheltered or unsheltered homelessness - the majority of whom have diagnosed, self-identified, or undiagnosed mental health and/or substance use disorders, and who have had more than 10 contacts with law enforcement and other crisis services in the previous 12 months. These individuals will be identified by Metro Transit Police and its Homeless Action Team, the St. Paul Police Department (SPPD), St. Paul Fire Department (SPFD) EMS personnel, Regions Hospital, emergency shelters and other project partners including homeless outreach teams.

Ramsey County submitted a request for congressionally directed spending, also known as a federal earmark, for this project in the 2023 Consolidated Appropriations Act. Familiar Faces was included in the Act and was invited to apply for Byrne Discretionary Community Project Funding through the Office for Victims of Crime, Office of Justice Programs, Department of Justice. That application was submitted on March 17, 2023, and approval was received on August 10, 2023.

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

This program will serve a group of people with significant racial disparities compared to the County as a whole. Ramsey County's 2023 Point-In-Time Count on January 25, 2023, found 368 unsheltered households, of which 353 were Adult Only households. 38.3% of these unsheltered households identified as Black or African American compared to just 12.9% of the county population; 8.9% identified as American Indian or Indigenous compared to only 0.8% of the county population; 3.5% identified as White compared to 59.6% of the county population.

Community Participation Level and Impact

Members of the Heading Home Ramsey (HHR) Continuum of Care developed the program proposal for consideration of a federal earmark and took part in developing a program model. HHR is a community-wide partnership of social service providers, housing providers, philanthropic partners, business, community, government, and citizens working together to end homelessness in Ramsey County. It is led by a 24-member Governing Board and a 25-member Steering Committee, and all meetings are open to the public.

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

This grant will be administered by Ramsey County Housing Stability Department (HSD). The total grant award of \$2,000,000 includes \$200,000 in administrative support funds, which will be used within HSD and are included in the 2024-2025 operating budget. The remaining \$1,800,000 will be sub-awarded to the city of Saint Paul for service costs incurred over the term of the grant.

Last Previous Action

None.

Attachments

1. Department of Justice Award Package
2. Joint Powers Agreement - City of Saint Paul and Ramsey County for Byrne Grant Administration



Department of Justice (DOJ)

Office of Justice Programs

Office for Victims of Crime

Washington, D.C. 20531

Name and Address of Recipient:	RAMSEY, COUNTY OF 121 7TH PLACE E SUITE 4000
City, State and Zip:	SAINT PAUL, MN 55101
Recipient UEI:	S5C3Q2AJXM83
Project Title: Familiar Faces: Engaging Frequent Users of Emergency and Shelter Services	Award Number: 15POVC-23-GG-00249-BRND
Solicitation Title: OVC FY 23 Invited to Apply — Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program	
Federal Award Amount: \$2,000,000.00	Federal Award Date: 8/10/23
Awarding Agency:	Office of Justice Programs Office for Victims of Crime
Funding Instrument Type:	Grant
Opportunity Category: E Assistance Listing: 16.753 - Congressionally Recommended Awards	
Project Period Start Date: 6/1/23	Project Period End Date: 5/31/25
Budget Period Start Date: 6/1/23	Budget Period End Date: 5/31/25
Project Description: Heading Home Ramsey, the HUD Continuum of Care for Ramsey County, Minnesota, proposes to implement Familiar Faces: Engaging Frequent Users of Emergency and Shelter Services. Familiar Faces will improve the function of our local criminal justice and emergency response systems by addressing these individuals' immediate needs and reducing their reliance on these costly public services. Since our local public health and public safety systems often present fragmented and uncoordinated options to individuals who are homeless and in crisis, the premise of the project design is: "don't make people work the system; make the system work for the people." Project activities will consist primarily of stabilization approaches that include outreach, multi-month shelter stays, and care coordination of mental health case management, and benefits/ housing navigation. The project is proposed to last 18 months with the first three months used to select the providers, identify qualified participants	

and finalize the service model. Expected project outcomes include: 60 people engaged and offered referral; 45 people sign up for services, use transitional shelter, and complete a stability plan; 20 people stay at the transitional shelter for 60- 180 nights; and 15 people placed in long-term housing with supports– with all 15 qualifying for long-term benefits such as Medical Assistance, Social Security Income (SSI), and/or Medicaid-based Housing Support.

Qualifying populations expected to benefit from the project include people who are experiencing long-term homelessness with demonstrable behavioral health service needs, people who are involved in, or at risk of involvement with, the criminal justice system; and people in frequent contact with other emergency response systems such as Emergency Medical Service (EMS) or hospital emergency rooms. Subrecipients will be overseen by Ramsey County Housing Stability Department. Subrecipient activities include contracts with qualified non-profits for the activities of outreach, mental health stabilization and case management, navigation, and connection to benefits and housing, and shelter management. Subrecipients will be responsible for implementing services, upholding the eligibility requirements, maintaining equitable practices, protecting collected data, reporting outcomes, and managing grievance and appeal processes.

Award Letter

August 10, 2023

Dear RENEE VOUGHT,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by RAMSEY, COUNTY OF for an award under the funding opportunity entitled 2023 OVC FY 23 Invited to Apply — Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program. The approved award amount is \$2,000,000.

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 OJP, 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.

Maureen Henneberg
Deputy Assistant Attorney General
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.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Zoe French, Environmental Coordinator for the Office for Victims of Crime.

NEPA Coordinator**First Name**

Zoe

Middle Name

E

Last Name

French

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

S5C3Q2AJXM83

Street 1

121 7TH PLACE E SUITE 4000

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**

8/10/23

Award Type

Initial

Award Number

15POVC-23-GG-00249-BRND

Supplement Number

00

Federal Award Amount

\$2,000,000.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

16.753

Assistance Listings Program Title

Congressionally Recommended Awards

Statutory Authority

Consolidated Appropriations Act, 2023, Pub. L. No. 117-328, 136 Stat. 4459, 4529

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

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

2023 OVC FY 23 Invited to Apply — Byrne Discretionary
Community Project Funding/Byrne Discretionary Grants
Program

Awarding Agency

OJP

Program Office

OVC

Application Number

GRANT13833622

Grant Manager Name

Anne Hamilton

Phone Number

[202-598-6987](tel:202-598-6987)

E-mail Address

Anne.Hamilton@usdoj.gov

Project Title

Familiar Faces: Engaging Frequent Users of Emergency and Shelter Services

Performance Period Start

Date

06/01/2023

Performance Period End Date

05/31/2025

Budget Period Start Date

06/01/2023

Budget Period End Date

05/31/2025

Project Description

Heading Home Ramsey, the HUD Continuum of Care for Ramsey County, Minnesota, proposes to implement Familiar Faces: Engaging Frequent Users of Emergency and Shelter Services. Familiar Faces will improve the function of our local criminal justice and emergency response systems by addressing these individuals' immediate needs and reducing their reliance on these costly public services. Since our local public health and public safety systems often present fragmented and uncoordinated options to individuals who are homeless and in crisis, the premise of the project design is: "don't make people work the system; make the system work for the people."

Project activities will consist primarily of stabilization approaches that include outreach, multi-month shelter stays, and care coordination of mental health case management, and benefits/ housing navigation. The project is proposed to last 18 months with the first three months used to select the providers, identify qualified participants and finalize the service model. Expected project outcomes include: 60 people engaged and offered referral; 45 people sign up for services, use transitional shelter, and complete a stability plan; 20 people stay at the transitional shelter for 60- 180 nights; and 15 people placed in long-term housing with supports– with all 15 qualifying for long-term benefits such as Medical Assistance, Social Security Income (SSI), and/or Medicaid-based Housing Support.

Qualifying populations expected to benefit from the project include people who are experiencing long-term homelessness with demonstrable behavioral health service needs, people who are involved in, or at risk of involvement with, the criminal justice system; and people in frequent contact with other emergency response systems such as Emergency Medical Service (EMS) or hospital emergency rooms. Subrecipients will be overseen by Ramsey County Housing Stability Department. Subrecipient activities include contracts with qualified non-profits for the activities of outreach, mental health stabilization and case management, navigation, and connection to benefits and housing, and shelter management. Subrecipients will be responsible for implementing services, upholding the eligibility requirements, maintaining equitable practices, protecting collected data, reporting outcomes, and managing grievance and appeal processes.

[]
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. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

sample text

Year 1	Year 2	Total
Personnel		
\$43,500	\$21,750	\$65,250

Fringe Benefits

\$15,660	\$7,830	\$23,490
----------	---------	----------

Travel

\$0	\$0	\$0
-----	-----	-----

Equipment

\$0	\$0	\$0
-----	-----	-----

Supplies

\$0	\$0	\$0
-----	-----	-----

Construction

\$0	\$0	\$0
-----	-----	-----

SubAwards

\$0	\$0	\$0
-----	-----	-----

Procurement Contracts

\$1,253,927	\$657,333	\$1,911,260
-------------	-----------	-------------

Other Costs

\$0	\$0	\$0
-----	-----	-----

Total Direct Costs

\$1,313,087	\$686,913	\$2,000,000
-------------	-----------	-------------

Indirect Costs

\$0	\$0	\$0
-----	-----	-----

Total Project Costs

\$1,313,087 \$686,913 \$2,000,000

Federal

\$1,313,087 \$686,913 \$2,000,000

Non-Federal

\$0 \$0 \$0

Budget Totals

	Total	Percentage
Total Project Cost	\$2,000,000	
Federal Funds	\$2,000,000	100.00~symbolPlaceholder~
Non-Federal Amount	\$0	0.00~symbolPlaceholder~
Match Amount	\$0	0.00~symbolPlaceholder~
Program Income	\$ <div>0</div>	

0.00~symbolPlaceholder~

Empty Space

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

Budget Category

Personnel

Fringe Benefits

Travel

Equipment

Supplies

Construction

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[]

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

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

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

2

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

3

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before

December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

4

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

5

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

6

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

7

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) 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 lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision

shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

11

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

12

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

13

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

14

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

17

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement 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, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

20

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" (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)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

21

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

22

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

25

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

26

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

27

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar

misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

28

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition:

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

31

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

32

The recipient agrees that it will submit quarterly financial status reports (the SF 425 Federal Financial Report) to OJP in JustGrants, no later than the deadlines set out in the DOJ Financial Guide and the JustGrants guidance (typically 30 days after the end of each calendar quarter). Delinquent reports may lead to funds being frozen and other remedies.

33

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

34

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

36

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

37

As of the first day of the period of performance for the award, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum, all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)).

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

38

The recipient (and any "subrecipient" at any tier) must have written policies and procedures in place that address how it will maintain the confidentiality of victims' names, addresses, telephone numbers, or any other identifying information, including how this information will be protected when there is information sharing between partners. In addition, the recipient must submit a signed, written certification that data privacy and sharing protocols comport with the confidentiality and privacy rights and obligations of federal law or the grantee jurisdiction's laws, court rules, or rules of professional conduct applicable to the work performed by the recipient. The recipient agrees to provide to OJP all documentation as required for grant monitoring purposes.

39

The recipient may not obligate, expend, or draw down any funds under this award until a revised program narrative has been received and approved by OJP, and an Award Condition Modification (ACM) has been issued removing this condition.

[]

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	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	7/27/23 5:07 PM

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
Deputy Director

Signed Date And Time

JOINT POWERS AGREEMENT

Between City of Saint Paul and Ramsey County For Byrne Grant Administration

Federal Subaward Identification Requirements

1. Subrecipient's Name: City of St. Paul
2. Subrecipient's Unique Entity Identifier: S5C3Q2AJXM83
3. Federal Award Identification Number (FAIN): 15POVC-23-GG-00249-BRND
4. Federal Award Date: 8/10/2023
5. Subaward Period of Performance Start and End Date: 11/1/2023 – 5/31/2025
6. Subaward Budget period Start and End Date: 11/1/2023 – 5/31/2025
7. Amount of Federal Funds obligated to the Subrecipient by this action by the pass-through entity: \$1,800,000.00.
8. Total amount of Federal Funds obligated to the Subrecipient by the pass-through entity, including this current obligation: \$1,800,000.00.
9. Total Amount of the Federal Award Committed to the Subrecipient by the pass-through entity: \$1,800,000.00.
10. Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Familiar Faces: Engaging Frequent Users of Emergency and Shelter Services will improve the function of our local criminal justice and emergency response systems by addressing these individuals' immediate needs and reducing their reliance on these costly public services.
11. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for awarding official of the Pass-Through Entity:
 - a. Federal Awarding Agency: Department of Justice
 - b. Pass-Through Entity: Ramsey County
12. Pass-Through Entity Awarding Official: Housing Stability Department
13. Assistance Listing Number (ALN) and Title: CFDA No. 16.753 - Congressionally Recommended Awards
14. Is award for R & D? No.
15. Indirect cost rate for the Federal Award: N/A.

I. INTRODUCTION:

The City of Saint Paul (hereinafter the "City") and Ramsey County (hereinafter the "County"), agree to enter into this Joint Powers Agreement (hereinafter the "JPA" or "Agreement") pursuant to Minnesota Statutes 471.59 for the purpose of providing for the administration of Byrne Grant (hereinafter "Grant") program (the "Grant program") activities funded by the Department of Justice Office of Justice Programs (hereinafter "DOJ"). The City and County each a "Party" and collectively the "Parties."

Recitals

WHEREAS, the County acts as lead agency for Heading Home Ramsey (hereinafter “HHR”), the County’s Community of Care (hereinafter “CoC”): a community-wide partnership of social service and housing providers, philanthropic partners, business, community, citizens, and governments – including both City and County – committed to the goal of ending homelessness in Ramsey County; and

WHEREAS, HHR is responsible for planning and implementing the homeless response system in Ramsey County and carrying out specific duties defined by the U.S. Department of Housing and Urban Development (HUD) and the State of Minnesota; and

WHEREAS, County submitted a proposal for a federal solicitation titled “2023 OVC FY 23 Invited to Apply — Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program” on behalf of HHR for the project titled, “Familiar Faces: Engaging Frequent Users of Emergency and Shelter Services,” a proposal developed in partnership with City and other HHR partners to improve the function of our local criminal justice and emergency response systems by addressing these individuals’ immediate needs and reducing their reliance on these costly public services; and

WHEREAS, Familiar Faces was included as a funded project in the federal Consolidated Appropriations Act, 2023, after which County was invited to, and did, submit a full project funding application to DOJ in March of 2023; and

WHEREAS, County received official notice of the Grant award in August of 2023 (“DOJ Grant”), and in September of 2023 accepted the Grant award and requested a Grant Award Modification to subaward funds to the City of Saint Paul; and

WHEREAS, City received funds for the Familiar Faces project through a direct appropriation from the Minnesota Department of Human Services’ Office of Economic Opportunity for the FY2024-25 biennium; and

WHEREAS, City received funds from HUD’s HOME-ARP Program that can be used for the acquisition and rehabilitation of real estate for use as emergency shelter;

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as of the date first written above, to enter into this Joint Powers Agreement (hereinafter “JPA”) as follows:

II. PERFORMANCE AND FUNDING:

The City, through its employees, agents or contractors, will provide the services described in Section III of this JPA on behalf of County. The County, through its employees, agents or contractors, will provide the services described in Section IV herein.

The time of performance of this JPA shall be from the date this JPA is fully executed, and all necessary parties have signed, until the end of the period of performance of the DOJ Grant (the “Initial Term”). The initial Grant period of performance, subject to extension by DOJ, is June 1, 2023 through May 31, 2025.

III. CITY AGREES TO:

1. Carry out Grant program activities and comply with Award 15POVC-23-GG-00249-BRND dated August 2023. The DOJ Grant award package is attached and made a part of this JPA as Exhibit A, and any subsequent Grant agreements entered into between County and DOJ during the time of performance of this JPA shall become part of this Agreement. Grant program activities include, but are not limited to, the following:
 - a. Outreach to individuals and referral to intensive case management services; case management /care coordination services in consultation with partner agencies; and use of shelter vouchers to reimburse for use of emergency shelter and/or hotel rooms.
 - b. Outcomes including: 60 people engaged and offered referral, and 45 out of those 60 enrolled, use shelter, and complete a stability plan. Shelter vouchers will be expected to support 20-30 people staying at a shelter or hotel for 60-180 nights. Care coordination staff will each case manage up to 20 individuals with 15 people placed in long-term housing with supports; all 15 qualifying for long-term benefits such as Medical Assistance, Social Security Income (SSI), and/or Medicaid-based Housing Support.
2. Comply with all applicable federal, state, and local laws and rules governing the services performed and funds provided under this JPA, including but not limited to DOJ regulations pertaining to civil rights and nondiscrimination (28 C.F.R. Parts 38, 42, and 54) and prohibitions on reprisals and notice to employees (41 U.S.C. 4712), the Uniform Administrative Requirements (2 C.F.R. 200), and the [DOJ Grants Financial Guide](#).
3. As necessary, select Grant subrecipients or contractors competent to implement the Grant program. City will ensure compliance with applicable state and federal requirements and will also use the same selection process used by Heading Home Ramsey Continuum of Care to select subrecipients. The City will invite County staff to participate in the selection process.
4. Enter into contracts with any selected subrecipients or contractors. All agreements and contracts must comply with DOJ Grant requirements.

5. Manage the performance of each subrecipient or contractor under the applicable contract.
6. Submit reimbursement requests to County pursuant to Section V hereof.
7. Use HMIS to collect data and report on Grant program outputs and outcomes. Work with County to submit data reports.
8. Obtain DUNS numbers and/or Unique Entity Identifiers for all sub-subrecipients or procured contractors and confirm Central Contractor Registration for all subrecipients.
9. Fulfill all reporting requirements with respect to Grant program activities.
10. Respond to any DOJ and County communications, investigations, or audits.
11. Monitor performance measures for sub-subrecipients or procured contractors and program compliance in accordance with the scope of services of all contracts. The performance measures for each contract shall be those included in County's Grant application and the Heading Home Ramsey Continuum of Care. Grant program compliance shall be compliance with DOJ requirements. City will report and share results of compliance and performance to County representatives and work with County representatives to resolve any issues identified as subrecipient deficiencies.
12. Administer any other elements of the Grant program not specifically administered by County pursuant to Section IV hereof.

IV. COUNTY AGREES TO:

1. Oversee activities of the City through Grant program planning and Grant management, monitoring, compliance, and reporting duties.
2. Subaward to City (as a Grant Subrecipient) \$1,800,000 of Grant funds.
3. Provide information to City that is required for City to undertake the Grant program activities articulated in Section III.
4. Manage all DOJ Grant management processes, including any required Grant Award Modifications.
5. Manage all activities relating to the Grant in the DOJ JustGrants System.
6. Provide representation at all meetings where necessary.
7. Coordinate and consult with the appropriate City staff about any and all Grant program activities.
8. Communicate with the appropriate City staff in a timely manner regarding Grant funding disbursement and required Grant program reporting.
9. Risk rate and monitor the City in accordance with County subrecipient monitoring policies and DOJ Requirements.

10. Disburse DOJ Grant funds to City as provided by the procedure established by DOJ program rules.

V. GRANT AWARD FUNDS & DISBURSEMENT PROCEDURE:

1. Payments under this Agreement may be made from federal funds obtained by the County through the Consolidated Appropriations Act of 2023 (Public Law 117-238), Catalog of Federal Domestic Assistance (CFDA) No. 16.753 and Federal Award Identification Number 15POVC-23-GG-00249-BRND (“DOJ Grant”). Therefore, City agrees to comply with the Consolidated Appropriations Act of 2023, as amended, as well as the rules of any regulatory body under the DOJ Grant award and Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program.
2. The total Grant subaward amount to the City is \$1,800,000.
3. County will draw down DOJ Grant funds from federal ASAP system and disburse them to City to reimburse allowable costs of eligible Program activities undertaken by City and sub-subrecipients or procured contractors described in Section III of this JPA in accordance with the following disbursing procedures:
 - a. For each Program activity and/or subrecipient or contractor Agreement, at least quarterly, but no more often than monthly, City will submit to County a reimbursement request setting forth the information requested therein.
 - b. At the time of submission of each reimbursement request, City shall submit such supporting evidence as may be requested by County to substantiate all payments that are to be made under the relevant reimbursement request and/or to substantiate all payments then made with respect to the DOJ Grant funds.
 - c. County will advance DOJ Grant funds for disbursement within the next 10 calendar days, per DOJ rules.
 - d. No charges may be applied to the DOJ Grant beyond the expenditure deadline contained in the applicable Grant Agreement, subject to extension agreed to by DOJ.
4. Subrecipient requirements
 - a. As a subrecipient of federal funds, City is subject to the Federal Uniform Administrative Requirements, 2 CFR 200, including sections 200.303 (internal controls), 200.330-332 (subrecipient monitoring), and Subpart f (audit requirements).
 - b. The City shall participate in ongoing monitoring activities and training provided by the County which may include, but is not limited to, check-in calls, desk reviews and on-site visits with County staff. Further, as applicable, City shall be responsible for ongoing monitoring of its subcontractors and subrecipients if those are part of the approved work plan.

- c. The City agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.
- d. The County reserve the rights to monitor files for each subrecipient or subcontractor, require City to provide results of internal monitoring to the County bi-monthly, conduct at least monthly continuous improvement reviews, require improvement plans when appropriate.
- e. The County shall maintain financial records through an accounting system which sufficiently and properly reflects all revenue received and all direct and indirect costs of any nature incurred in the performance of this Agreement as determined by the County. All financial transactions must have supporting documentation.
- f. The City shall maintain an accounting policy and procedure manual as part of a sound financial accounting system.

VI. ACCOUNTING STANDARDS, RECORDS, AUDIT REVIEW, AND INSPECTIONS:

- 1. City agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles (GAAP) to properly account for expenses incurred under this JPA. The City shall ensure that all payments are made in accordance with applicable federal, state, and local laws. City shall maintain appropriate segregation of duties for payment processing and related financial transactions.
- 2. Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, City will retain all records pertinent to expenditures incurred under this JPA in a legible form for a period of six (6) years commencing after the later of contract close-out or resolution of all audit findings. Records for nonexpendable property acquired with funds under this JPA shall be retained for six (6) years after final disposition of such property.
- 3. City agrees that County, the Minnesota State Auditor, DOJ, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of City and involve transactions relating to this JPA.

VII. DATA PRIVACY AND SECURITY

- 1. Both Jurisdictions must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or any other applicable state statutes, any state rules adopted to implement the MGDPA and related statutes, as well as federal statutes and regulations, as they apply to all data created, collected, received, stored, used, maintained, or disseminated under this Agreement.

2. City is responsible to be familiar and in compliance with all specific data protections, breach notifications and associated obligations required in Exhibit A, including but not limited to ensuring written processes and procedures for reporting, within the 24 hours, an actual or detected imminent breach of personally identifiable data, and, written processes and procedures for protecting participants' identifying information.
3. City is responsible for the solicitation, safeguarding, and management of Releases of Information signed by program participants for any non-public, non-healthcare data to be shared between City, County, any subrecipients, and any other participating partner organizations for Grant program delivery. A sample of a participant Release of Information is attached as Exhibit B.
4. City is responsible for ensuring that a HIPAA-compliant Release of Information is sought and signed by program participants for any healthcare data to be shared between a healthcare provider and City, County, subrecipient, or any other participating partner organization for Grant program delivery.

VIII. MERGER AND MODIFICATION:

1. It is understood and agreed that the entire agreement between the Parties is contained herein and that this JPA supersedes all oral agreements and negotiations, or preceding memoranda of agreement, between the Parties relating to the subject matter hereof. All Exhibits and DOJ Grant requirements referenced in this JPA are incorporated herein by reference and deemed to be a part of this JPA.
2. Any alterations, variations, modifications, or waivers of provisions of this JPA shall only be valid when they have been reduced to writing as an amendment to this JPA signed by both Parties.

IX. DEFAULT AND CANCELLATION:

It is a default of this JPA if either Party fails to perform any of the provisions of this JPA or so fails to administer the work as to endanger the performance of the JPA. In such case of default, this JPA may be cancelled as provided for herein. In the event of a default by City, County may refuse to disburse DOJ Award funds under Section V until such default is cured.

X. INDEPENDENT CONTRACTOR:

City shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting City as the agent, representative or employee of County for any purpose or in any manner whatsoever. City is to be and shall remain an independent contractor with respect to all services performed under this JPA. Any and all personnel of City or other persons while engaged in the performance of any

work or services required by City under this JPA shall have no contractual relationship with County and shall not be considered employees of County.

XI. ACTS AND OMISSIONS:

Pursuant to Minn. Stat. § 471.59, Subd. 1a.(a) each Party to this JPA will be responsible for its own acts and omissions and those of its officers, agents, and employees with respect to any claims, lawsuits, or expenses for personal or property damages, losses or injuries, resulting from any activities undertaken pursuant to this JPA. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each party is entitled to by law. The provisions of Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against County and/or City as a result of this JPA.

XII. CODE OF ETHICS:

Both the City and County must comply with County's Ethics in Procurement policy and Procurement Conflict of Interest Policy. City affirms that to the best of its knowledge, City's involvement in this Agreement does not result in a conflict of interest. Should any conflict or potential conflict of interest become known to City, City shall immediately notify County of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict. Unless waived by County, a conflict or potential conflict may, in County's reasonable discretion, be cause for cancellation or termination of this Agreement.

XIII. DISTRIBUTION OF ASSETS:

Upon termination of this JPA, any Grant proceeds in the possession of City shall be returned to County.

XIV. MISCELLANEOUS:

1. Amendments. This JPA may be amended at any time by written agreement of both parties.
2. No New Entity or Joint Board. Nothing in this JPA shall be construed as the creation of a new governmental body or a joint board, as that term is used in Minnesota Statutes Section 471.59.
3. Electronic Signatures and Documents. To facilitate execution of this JPA, the facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The Ramsey County Board of Commissioners and Saint Paul City Council having duly approved this JPA, and pursuant to such approval, the proper City and County officials having signed this JPA, the Parties hereto agree to be bound by the provisions set forth herein.

EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE

CITY OF SAINT PAUL

RAMSEY COUNTY

By: _____
Mayor or Deputy Mayor

By: _____
Trista Martinson, Chair
Ramsey County Board of Commissioners

By: _____
Director, Office of Financial Services

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

By: _____
Director, Planning & Economic Development

By: _____
Director, Housing Stability

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant City Attorney

Assistant County Attorney

Board of Commissioners

Request for Board Action

Item Number: 2024-036

Meeting Date: 2/27/2024

Sponsor: Housing Stability

Title

Amendment to the Joint Powers Agreement with the City of Saint Paul for the Emergency Solutions Grant

Recommendation

1. Approve the amended and restated Joint Powers Agreement with the city of Saint Paul for the Emergency Solutions Grant.
2. Authorize the County Manager to execute the amended and restated Joint Powers Agreement.
3. Authorize the County Manager to approve and execute amendments and change orders to agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

The federal Department of Housing and Urban Development (HUD) distributes the Emergency Solutions Grant (ESG), a formula grant program, to local governmental units for emergency shelter, street outreach, homelessness prevention, and rapid re-housing. Beginning in 2019, the city of Saint Paul began transferring the full grant amount to Ramsey County as the subrecipient, Ramsey County is responsible for selecting service providers, complying with federal requirements, managing agreements and performance of subrecipients, and aligning ESG with Heading Home Ramsey.

The city of Saint Paul and Ramsey County now desire to amend the scope of the JPA to allow for new HUD-required language to be incorporated into the ESG Program Manual and all ESG contract agreements. Changes include the requirement of a Unique Entity Identifier, which replaced the Data Universal Number System, and the addition of the Violence Against Women Act VAWA Reauthorization of 2022 into all subrecipient agreements, including but not limited to the Right to Report Crime and Emergencies from one's home provision.

The other change occurring is the conversion to a rolling solicitation format. The solicitation process will be open for a two-year time frame, after which a new two-year time frame will begin every two years (for as long as this Agreement is in force). All ESG applicants will be required to complete a full solicitation response in Year One of each two-year time frame. In Year Two, applicants who were funded in Year One and seek Year Two funding will be required to complete a Letter of Interest in place of a full solicitation response. All new applicants in Year Two of each two-year time frame will be required to complete a full solicitation response.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☐ Opportunity ☐ Accountability

Racial Equity Impact

In Ramsey County, individuals identifying as American Indian or African American are 14 and 8 times, respectively, more likely to experience homelessness than their white counterparts. Recent data from the single adult shelters indicates that 42% of shelter users are Black/African American, 37% White, 9% American

Indian, 8% LatinX, and 4% Asian with 5% unknown and 4% multiple races.

Community Participation Level and Impact

Heading Home Ramsey is a community-wide partnership committed to the goal of ending homelessness in the cities and neighborhoods of Ramsey County. This is a coalition comprised of residents, social service providers, housing providers, philanthropic partners, business, community, and government working together. The Joint Powers Agreement aligns ESG funding with Heading Home Ramsey's community-driven priorities and bring greater community review of the subrecipient application and selection process.

☒ Inform ☒ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

There is no fiscal impact associated with this request.

Last Previous Action

On June 28, 2022, the Ramsey County Board of Commissioners approved an Amendment to the Joint Powers Agreement for the Transference for Emergency Solution Grant Funds (Resolution B2022-150).

Attachments

1. Amended and Restated Joint Powers Agreement

AMENDED AND RESTATED JOINT POWERS AGREEMENT

Between City of Saint Paul And Ramsey County For Emergency Solutions Grant Administration

I. INTRODUCTION:

The City of Saint Paul (hereinafter the “City”) and Ramsey County (hereinafter the “County”), agree on this ____ day of _____ to enter into this Amended and Restated Joint Powers Agreement (hereinafter the “JPA” or “Agreement”) pursuant to Minnesota Statutes 471.59 for the purpose of providing for the administration of the Emergency Solutions Grant (hereinafter “ESG”) program (the “Program”) activities funded by the Department of Housing and Urban Development (hereinafter “HUD”). The City and County each a “Party” and collectively the “Parties.”

Recitals

WHEREAS, the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act) amended subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378), revising the Emergency Shelter Grants Program in significant ways and renaming it the Emergency Solutions Grants (ESG) program (the “ESG Program” or “Program”); and

WHEREAS, the City is an entitlement grantee and recipient of ESG Program funding (the “ESG Award”); and

WHEREAS, the City and County are parties to that certain Joint Powers Agreement, dated December 17, 2019 (the “Original JPA”), under which the County, as an instrumentally of the City, selects ESG subrecipients, enters into contracts with selected ESG subrecipients, and provides for the administration of the City’s ESG Award on behalf of the City; and

WHEREAS, the City and County desire to amend the scope of the Original JPA to allow the County to directly carry out ESG activities and for the County to be reimbursed for said activities with City ESG Award funds.

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as of the date first written above, the Original JPA is amended, restated, and replaced in its entirety by this JPA as follows:

II. PERFORMANCE AND FUNDING:

The County, through its employees, agents or contractors, will provide the services described in Section III of this JPA on behalf of City. The City, through its employees, agents or contractors, will provide the services described in Section IV herein.

The time of performance of this JPA shall be from the date first in the Original JPA and continue until August 31, 2024 (the “Initial Term”). Upon expiration of the Initial Term, the time of performance of this JPA shall automatically extend for five (5) two-year periods (the “Extension Periods”), unless either Party provides written notice to the other Party at

least ninety (90) days in advance of the end of any Extension Period that it does not wish to extend the time of performance.

III. COUNTY AGREES TO:

1. Carry out Program activities, either directly or through the use of subrecipients, and comply with Grant Agreement No. E-19-MC-27-0007 (CFDA No. 14.231) dated June 2019, between City and HUD, attached hereto as **Exhibit A**, and any subsequent ESG Program Grant Agreements entered into between City and HUD during the time of performance of this JPA (collectively the “Grant Agreement”), all applicable federal, state, and local laws and rules governing the services performed and funds provided under this JPA, including but not limited to the HEARTH Act, ESG Program regulations (24 C.F.R. Part 576), the Uniform Administrative Requirements (2 C.F.R. 200), the City’s Consolidated Plan submissions, and the City’s Emergency Solutions Grant Program Manual, as such may be amended from time to time (collectively the “ESG Requirements”).
2. Beginning with Fiscal Year 2023 (FY23), the solicitation process for the Emergency Solutions Grant will adopt a continual or ‘rolling’ solicitation format. The solicitation process will be open for a two-year time frame, after which a new two-year time frame will begin every two years for as long as this Agreement is in force. All applicants are required to complete a full solicitation response in Year One of each two-year time frame. In Year Two, applicants who were funded in Year One and seek Year Two funding may complete a Letter of Interest (LOI) instead of a full solicitation response. All new applicants in Year Two of each two-year time frame will be required to complete a full solicitation response.
3. Select Grant subrecipients competent to implement the Program. County will use the same selection process used by Heading Home Ramsey Continuum of Care to select subrecipients. The County will invite City staff to participate in the selection process.
4. Enter into contracts with the selected subrecipients (hereinafter “Subrecipient Agreements”). All Subrecipient Agreements must comply with the ESG Requirements. The Subrecipient Agreements must be separate from any contracts for the implementation of Program funds provided by HUD to County.
5. County shall ensure, or contract with the subrecipients to ensure, that the Program is administered in accordance with all applicable laws, regulations, and standards.
6. Manage the performance of each subrecipient under the applicable Subrecipient Agreement.
7. Submit reimbursement requests to City pursuant to Paragraph V hereof.
8. Use HMIS to collect data and report on Program outputs and outcomes as required by HUD. Work with the City to submit data reports as required to HUD.
9. Obtain Unique Entity Identifiers for all subrecipients and confirm Central Contractor Registration for all subrecipients.
10. Violence Against Women Act (VAWA)
Incorporate the Violence Against Women Act (VAWA) Reauthorization of 2022 into all

subrecipient agreements, including but not limited to the Right to Report Crime and Emergencies from one's home provision that can be found at 34 U.S.C. 12495.

11. Conduct the initial, quarterly, and annual reporting requirements with respect to activities funded with the Program.
12. Respond to any HUD, City, and County communications, investigations, or audits.
13. Monitor performance measures for subrecipients and program compliance in accordance with the scope of services on all Subrecipient Agreements. The performance measures for each contract shall be those included in City's HUD Consolidated Plan and the Heading Home Ramsey Continuum of Care. Program compliance shall be compliance with ESG requirements. County will report and share results of compliance and performance to City representatives and work with City representatives to resolve any issues identified as subrecipient deficiencies.
14. Administer any other elements of the Program not specifically administered by City pursuant to Section IV hereof.

IV. CITY AGREES TO:

1. Provide information to County that is required for County to undertake the activities articulated in Section III.
2. Manage the HUD application process for the Program.
3. When feasible, provide notification of funding ninety (90) days prior to any Extension Period.
4. Enter into the Grant Agreement.
5. Manage all activities relating to the Program in the IDIS System.
6. Provide representation at all meetings where necessary.
7. Coordinate and consult with the appropriate County staff about any and all Project activities.
8. Risk rate and monitor the County in accordance with City subgrantee monitoring policies and ESG Requirements.
9. Disburse ESG Award funds to County, as provided by the procedure articulated herein, including eligible administrative fees subject to the provisions of 24 CFR 576.108.

V. DISBURSEMENT PROCEDURE:

City will draw down ESG Award funds from IDIS and disburse them to County to reimburse allowable costs of eligible Program activities undertaken by the County and subrecipients under Subrecipient Agreements described in Section III of this JPA in accordance with the following disbursing procedures:

- (a) For each Program activity and/or Subrecipient Agreement, at least quarterly, but no more often than monthly, County will submit to City a Reimbursement Request in the form attached hereto as **Exhibit B**, duly executed on behalf of County, setting forth the information requested therein.
- (b) At the time of submission of each Reimbursement Request, County shall submit such supporting evidence as may be requested by City to substantiate all payments that are to be made under the relevant Reimbursement Request and/or to substantiate all payments then made with respect to the ESG Award funds.
- (c) City will advance ESG Award funds pursuant to 24 CFR 85.21(c), provided County and applicable subrecipient(s) demonstrate an ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by County and/or subrecipient.
- (d) No charges may be applied to the ESG Award beyond the expenditure deadline contained in the applicable Grant Agreement, subject to extension if allowed by HUD.

VI. ACCOUNTING STANDARDS, RECORDS, AUDIT REVIEW, AND INSPECTIONS:

- (a) County agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting principles (GAAP) to properly account for expenses incurred under this JPA. The County shall ensure that all payments are made in accordance with applicable federal, state, and local laws. The County shall maintain appropriate segregation of duties for payment processing and related financial transactions.
- (b) Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, the County will retain all records pertinent to expenditures incurred under this JPA in a legible form for a period of six (6) years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this JPA shall be retained for six (6) years after final disposition of such property.
- (c) County agrees that City, the Minnesota State Auditor, HUD, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of County and involve transactions relating to this JPA.

VII. MERGER AND MODIFICATION:

- (a) It is understood and agreed that the entire agreement between the Parties is contained herein and that this JPA supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof. All Exhibits and ESG Requirements referenced in this JPA are incorporated herein by reference and deemed to be a part of this JPA.

- (b) Any alterations, variations, modifications, or waivers of provisions of this JPA shall only be valid when they have been reduced to written as an amendment to this JPA signed by both Parties.

VIII. DEFAULT AND CANCELLATION:

It is a default of this JPA if either Party fails to perform any of the provisions of this JPA or so fails to administer the work as to endanger the performance of the JPA. In such case of default, this JPA may be cancelled as provided for herein. In the event of a default by County, City may refuse to disburse ESG Award funds under Section V until such default is cured.

IX. INDEPENDENT CONTRACTOR:

County shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting County as the agent, representative or employee of City for any purpose or in any manner whatsoever. County is to be and shall remain an independent contractor with respect to all services performed under this JPA. Any and all personnel of County or other persons while engaged in the performance of any work or services required by County under this JPA shall have no contractual relationship with City, and shall not be considered employees of City.

X. ACTS AND OMISSIONS:

Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each Party to this JPA will be responsible for its own acts and omissions and those of its officers, agents, and employees with respect to any claims, lawsuits, or expenses for personal or property damages, losses or injuries, resulting from any activities undertaken pursuant to this JPA. Nothing herein is intended or shall result in a waiver of the defenses or immunities, or monetary limits on damages that each party is entitled to by law. The provisions of Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against City and/or County as a result of this JPA

XI. CODE OF ETHICS:

Pursuant to Chapter 24 of the Saint Paul Administrative Code, both the City and County must comply with City's Code of Ethics. The County affirms that to the best of its knowledge, the County's involvement in this Agreement does not result in a conflict of interest. Should any conflict or potential conflict of interest become known to the County, the County shall immediately notify the City of the conflict or potential conflict, specifying the part of this JPA giving rise to the conflict or potential conflict. Unless waived by the City, a conflict or potential conflict may, in the City's reasonable discretion, be cause for cancellation or termination of this Agreement

XII. DISTRIBUTION OF ASSETS:

Upon termination of this JPA, any Grant proceeds in the possession of County shall be returned to City.

XIII. MISCELLANEOUS:

- (a) Amendments. This JPA may be amended at any time by written agreement of

both parties.

- (b) No New Entity or Joint Board. Nothing in this JPA shall be construed as the creation of a new governmental body or a joint board, as that term is used in Minnesota Statutes Section 471.59.
- (c) Electronic Signatures and Documents. To facilitate execution of this JPA, the facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

[INTENTIONALLY LEFT BLANK - SIGNATURES TO FOLLOW]

The Saint Paul City Council and the Ramsey County Board of Commissioners having duly approved this JPA, and pursuant to such approval, the proper City and County officials having signed this JPA, the Parties hereto agree to be bound by the provisions set forth herein.

EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE:

CITY OF SAINT PAUL

RAMSEY COUNTY

By: _____
Mayor or Deputy Mayor

By: _____
Trista Martinson, Chair
Ramsey County Board of Commissioners

By: _____
Director, Office of Financial Services

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

By: _____
Director, Planning & Economic Development

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant City Attorney

Assistant County Attorney

Board of Commissioners

Request for Board Action

Item Number: 2023-575

Meeting Date: 2/27/2024

Sponsor: Economic Growth and Community Investment

Title

Project Budget for the Library Fire Panel and Building Automation System Upgrades

Recommendation

1. Accept and approve the Library Fire Panel and Building Automation System Upgrades project budget and financing plan in the amount of \$415,000.
2. Authorize the County Manager to establish a project budget of \$415,000 for the Library Fire Panel and Building Automation System project in the Property Management's Library Capital Projects Fund.
3. Authorize the County Manager to transfer up to \$415,000 from the 2023 Library Fund Balance to fund the Library Fire Panel and Building Automation System project.

Background and Rationale

The Library Fire Panel and Building Automation System (BAS) project was originally a Capital Improvement Project (CIP) that was removed via a capital budget addendum to the 2024 Capital Budget. This project consists of replacing the fire panels for the Ramsey County Libraries - Maplewood, Roseville, and Mounds View. The project also upgrades the BAS at the Ramsey County Libraries - Roseville and White Bear Lake.

The library system is currently expecting a surplus of approximately \$800,000 for 2023. This initiative would use \$415,000 of the surplus for this project rather than CIP bonded funds.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

There is no racial impact with this action.

Community Participation Level and Impact

There is no community participation associated with this action.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Project will be funded with the projected surplus from the 2023 Library Fund Balance.

Last Previous Action

None.

Attachments

1. Project Budget and Financing Plan

Library Fire Panels and BAS System Upgrades - Budget and Financing Plan

2/20/2024

Project Costs

Maplewood Fire Panel	12%	51,000
Roseville Fire Panel	13%	52,000
Mounds View Fire Panel	5%	21,000
Roseville BAS	48%	200,000
White Bear Lake BAS	9%	37,000
Contingency	13%	54,000
Total:		415,000

Financing Plan

1) Library Fund Balances	415,000
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Board of Commissioners

Request for Board Action

Item Number: 2024-044

Meeting Date: 2/27/2024

Sponsor: Public Works

Title

2024 - 2028 Transportation Improvement Program

Recommendation

1. Adopt the 2024-2028 Public Works Transportation Improvement Program.
2. Authorize the County Engineer to prepare plans and agreements for all projects identified in the Transportation Improvement Program and to issue solicitations in accordance with County policies and procedures and the Minnesota Department of Transportation's list of "Pre-Qualified Vendors by Work Type."
3. Authorize the County Surveyor to execute Right of Way Plats and Certificate of Surveys for Highway projects that require the determination of existing right of way for the delineation and /or acquisition of property for planning studies or disposition of excess County property.
4. Authorize the County Manager to enter into agreements and execute change orders and amendments to agreements, supplemental agreements, and agreements related to the expenditure of Transportation Improvement Program Project Funds utilizing County State Aid, Federal, State, and participating funding associated with the construction of the approved projects in the 2024-2028 or a previously approved Transportation Improvement Program in accordance with the county's procurement policies and procedures.
5. Authorize the County Engineer and County Attorney to acquire temporary easements, permanent easements, fee title, and enter into Limited Use Permits with the state of Minnesota for projects in the 2024-2028 Public Works Transportation Improvement Program, or previously approved Transportation Improvement Program, by negotiation or condemnation.
6. Authorize the County Engineer to approve negotiated settlements for up to \$100,000 over the Ramsey County's appraised value per parcel for temporary and permanent easements and fee title.
7. Authorize the County Manager to approve and execute purchase agreements, settlements, closing documents, Limited Use Permits, and other related real estate documentation associated with Ramsey County Board approved acquisitions of real property.
8. Authorize the County Manager to approve and execute cooperative agreements and maintenance agreements with cities, counties, the state, and other governmental agencies for their participation in projects listed in the 2024-2028 Public Works Transportation Improvement Program or previously approved Transportation Improvement Program.
9. Authorize temporary cash loans from the County General Fund to the Road and Bridge Capital Improvement Program fund and the Wheelage Tax fund for costs of projects listed in the 2024-2028 Public Works Transportation Improvement Program, or previously approved Transportation Improvement Program, and for maintenance project expenditures occurring before bond or wheelage tax proceeds are received pending receipt of Federal, County State Aid Highway, state, participating funds.
10. Authorize the County Engineer to submit grant applications for state and federal funding for projects listed in the 2024-2028 Public Works Transportation Improvement Program.
11. Authorize the County Manager to accept grants and execute grant agreements agreeing to the grant terms and conditions for grant award. For grants that so require, Ramsey County agrees to be

responsible for any additional amount by which the cost exceeds the county's construction cost estimate and will return to the grantor any grant amount appropriated for the project but not utilized for the project under the terms of the grant agreement.

12. Authorize the County Manager or designee to provide statements of support to county constituent cities for grant applications being pursued by the cities.
13. Authorize an increase of up to 16 Full Time Equivalent staff to Public Works staff and 2 Full Time Equivalent staff to EGCI Administration - Finance's complement to support the increase in the Public Works program.
14. Authorize the County Manager to set up a new fund to account for the Transportation Advancement Account funds and any new projects needed to implement the 2024-2028 Public Works Transportation Improvement Program.
15. Adjust the Public Works 2024 Operating Budget to reflect the receipt of \$11,000,000 from the Transportation Advancement Account taxes, including the auto parts tax, regional sales tax, and delivery fee.
16. Adjust the Public Works 2024 Operating Budget to reflect the receipt of one-time funds in the amount of \$3,554,539.
17. Authorize the County Manager to make budget transfers between the Operating Budget and Capital Budget for the amounts in #15 and #16 to support the 2024-2028 Public Works Transportation Improvement Program.

Background and Rationale

To qualify for state and federal funding and to proceed with construction projects, the Ramsey County Board of Commissioners must approve the Public Works 5-year Transportation Improvement Program (TIP). The TIP is a planning document, and funding estimates identified in the TIP are reflected in the county's Capital Improvements Program budget. Similar programs have been developed each year since 1988.

The Public Works Department annually prepares the TIP using a collaborative process whereby the county solicits projects and input from area municipalities. Project inclusion in the TIP is based on a cooperative dialogue with municipal and state partners, along with technical analysis and consideration of funding opportunities. Communication and engagement ensure that projects are informed by a dialogue with a broad representation of residents. In addition, close coordination with municipal partners also ensures local needs and priorities are examined and addressed to the extent possible.

Projects included in the TIP are also viewed through the lens of the Ramsey County All Abilities Transportation Network (AATN) policy, which prioritizes the most vulnerable users (i.e. pedestrians, bicyclists, people with disabilities, etc.) first.

The design, construction, and right-of-way costs identified in the TIP are estimates based on best practices in the industry. The funding landscape for transportation projects can be volatile, and the ultimate delivery of the TIP is dependent on continued collaborative approaches and partnerships. Partnering on projects with area communities, bordering counties, the Minnesota Department of Transportation, federal funds, and other state agencies will continue to be a critical way for Ramsey County to get the most from our available funds.

The 2024-2028 TIP reflects an ongoing funding increase resulting from the 2023 legislation enacting a metropolitan regionwide sales tax. This additional funding will result in a substantial increase in the capital program, as well as in the overall maintenance and operations needs of Public Works. There is a need to increase staffing by up to 18 Full Time Equivalents (16 in Public Works, two in EGCI Administration - Finance) to execute on the increased program.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☐ Opportunity

☐ Accountability

Racial Equity Impact

Ramsey County is the most racially and ethnically diverse county in the state of Minnesota. Improved transportation conditions and options will benefit all residents of the county, including communities of color and Native Americans in Ramsey County, who are more likely to benefit from increased investments in transportation projects that prioritize Ramsey County's All Abilities Transportation Network policy. All transportation capital construction projects, including roadway, bridge, trail, sidewalk, and transit projects that are identified in the TIP include workforce inclusion goals of 32% minority and 20% women in the construction workforce. These goals strive to economically benefit communities of color and Native Americans by investments in transportation.

As established by the Federal Highway Administration, Disadvantaged Business Enterprise (DBE) goals are required on all federally funded construction projects. Many DBE firms are minority or female-owned, which provides an opportunity for these companies to participate in these federally funded construction projects.

Public Works also has a goal of 5% growth year over year for the use of Certified Small Business Enterprise (CERT SBE) companies on its construction projects. The CERT SBE companies are further categorized into minority and female-owned businesses that can be contracted with on Public Works' professional/technical and construction contracts.

Community Participation Level and Impact

Ramsey County staff worked with cities' staff to identify and include projects in the TIP. As each project begins its project development moving towards construction, the community will be engaged to ensure that the scope of the proposed project is consistent with community goals and values, as well as with local planned investments. Once approved, the 2024-2028 TIP may be accessed on the County's website at <https://www.ramseycounty.us/residents/roads-transit/transportation-improvement-program>

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☐ Empower

Fiscal Impact

Existing revenues and the additional revenues articulated in this RBA fund Ramsey County's commitments for both operating and capital costs as outlined in the 2024-2028 Transportation Improvement Program.

A summary of the 2024-2028 TIP is included here (funding amounts listed are in millions):

	2024	2025	2026	2027	2028	Total
Roadway, bridges, & sidewalks	\$59.3	\$81.0	\$83.4	\$74.9	\$72.7	\$352.2
Transitways	\$193.8	\$81.1	\$55.2	\$166.8	\$117.8	\$614.8
Total	\$253.1	\$162.2	\$138.7	\$241.7	\$190.5	\$967.0

The additional staffing will be funded by the new revenues coming to Public Works via the 2023 metropolitan worldwide sales tax. This new revenue will increase the Public Works' 2024 operating and capital budgets by \$14,000,000.

Last Previous Action

On February 20, 2024, the Ramsey County Board held a workshop on the 2024 - 2028 Transportation Improvement Program.

Attachments

1. 2024 - 2028 Transportation Improvement Program

5-Year Transportation Improvement Program Funding Summary

Roadway Construction Improvements											
Road Name	Road No.	Termini	Lead Agency	City	Work Proposed	2024	2025	2026	2027	2028	Total
Century Avenue		Snelling Ave.to Lexington Ave.	RC	WBL	Construction				\$17,000		\$17,000
County Road B	25	Snelling Ave.to Lexington Ave.	RC	RV	Construction	\$6,100					\$6,100
County Road C	23	Lexington Ave. to Little Canada Road	RC	LC/RV	Construction	\$300	\$1,000	\$6,600			\$7,900
County Road D	19	Greenbrier St. to CR D Cir.	RC	LC/VH/MW	Construction	\$700	\$7,875				\$8,575
County Road J	81	Centerville Rd.to Otter Lake Rd.	RC	NO/WBT	Construction	\$1,000	\$27,000				\$28,000
County Road J	81	at Hodgson Rd.	AC	SV	Construction	\$2,820					\$2,820
Dale Street	53	Como Ave. to TH 36	RC	SP/RV	Construction	\$3,300					\$3,300
Dale Street	53	Grand Ave. to Inglehart St.	RC	SP	Construction	\$300	\$2,500				\$2,800
Eustis Street	127	St Paul Border to Larpenteur Ave	RC	LD	Construction	\$610	\$2,200				\$2,810
Jackson Street	55	Pennsylvania Ave. to Acker St.	RC	SP	Construction	\$400	\$1,000	\$1,025	\$1,050	\$7,000	\$10,475
Jackson Street	55	Rose Ave. to Arlington Ave.	RC	SP	Construction	\$400	\$1,000	\$11,300			\$12,700
Little Canada Road	21	County Road C to I-35E Ramps	LC	LC	Construction			\$8,500			\$8,500
Maryland Avenue	31	Clark to Edgerton St.	RC	SP	Construction	\$275	\$200	\$1,700			\$2,175
Old Highway 8	77	Over MCRR	RC	NB	Construction				\$6,000		\$6,000
Otter Lake Road	60	CSAH 96 to 4th Ave.	RC	WB	Construction	\$2,750					\$2,750
Pennsylvania Avenue	33	Rice St to Mississippi St	RC	SP	Construction			\$1,000	\$1,000	\$8,500	\$10,500
Rice Street	49	CR B2 to South Owasso Blvd	RC	LC/RV	Construction			\$500	\$3,000	\$4,500	\$8,000
Rice Street	49	Front St. to Ivy St.	RC	SP	Construction		\$8,200				\$8,200
Rice Street	49	John Ireland Blvd to Pennsylvania Ave	RC	SP	Construction	\$500	\$1,500	\$3,000	\$20,000		\$25,000
Rice Street	49	Ivy St. to Wheelock Pkwy	RC	SP	Construction	\$14,000					\$14,000
Rice Street	49	Pennsylvania Ave. to Front St.	RC	SP	Construction		\$8,200	\$10,800			\$19,000
Rice Street	49	Wheelock Pkwy. to CR B	RC	MW/RV/SP	Construction	\$150	\$250	\$500	\$7,819		\$8,719
TCAAP Spine Road		CSAH 96 to CR H	RC	AH	Construction	\$500	\$2,000	\$24,000			\$26,500
TH120		TH36 Interchange	MnDOT	NSP	Construciton					\$40,000	\$40,000
White Bear Ave	65	Larpenteur Ave. to North St Paul Rd.	RC	MW/SP	Construction	\$9,051					\$9,051
					Total	\$43,156	\$62,925	\$68,925	\$55,869	\$60,000	\$290,875

5-Year Transportation Improvement Program Funding Summary

Roadway Pavement Preservation Improvements											
Road Name	Road No.	Termini	Lead Agency	City	Work Proposed	2024	2025	2026	2027	2028	Total
Various					Preservation	\$3,985	\$7,445	\$7,625	\$8,000	\$6,000	\$23,100

Roadway Pavement Preservation Plus Improvements											
Road Name	Road No.	Termini	Lead Agency	City	Work Proposed	2024	2025	2026	2027	2028	Total
Various					Preservation	\$0	\$0	\$1,000	\$13,350	\$9,300	\$23,650

Pedestrian / Bicycle Improvements											
Road Name	Road No.	Termini	Lead Agency	City	Work Proposed	2024	2025	2026	2027	2028	Total
Various					Ped/Bike	\$2,510	\$4,050	\$2,000	\$2,500	\$2,300	\$11,535

Stormwater Improvements											
Road Name	Road No.	Termini	Lead Agency	City	Work Type	2024	2025	2026	2027	2028	Total
Various					Stormwater	\$2,877	\$2,205	\$1,000	\$1,000	\$1,000	\$7,817

Miscellaneous Infrastructure Improvements											
Road Name	Road No.	Termini	Lead Agency	City	Work Type	2024	2025	2026	2027	2028	Total
Various					Miscellaneous	\$6,775	\$4,850	\$3,875	\$7,500	\$3,400	\$19,300

Roadway Total	\$59,303	\$81,475	\$83,425	\$74,869	\$72,700	\$352,627
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Transitway Improvements											
Transitway		Termini	Lead Agency	City	Work Type	2024	2025	2026	2027	2028	Total
Gold Line		Saint Paul, Woodbury	Metro Transit	Saint Paul	Various	\$181,422	\$33,327				\$214,749
Purple Line		Saint Paul, Maplewood	Metro Transit	STP, MPL, VH, GL	Various	\$9,000	\$18,000	\$25,450	\$70,782	\$117,834	\$241,066
Riverview		Saint Paul, Bloomington	Ramsey County	Saint Paul	Various	\$3,388	\$29,784	\$29,784	\$96,000		\$158,956
					Transitway Total	\$193,810	\$81,111	\$55,234	\$166,782	\$117,834	\$614,771

Overall Total	\$253,113	\$162,586	\$138,659	\$241,651	\$190,534	\$967,398
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2024 Transportation Projects

Roadway Construction Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
County Road B	25	Snelling Ave.to Lexington Ave.	RC	RV	Construction	\$4,250			\$1,350		\$500					\$6,100
County Road C	23	Lexington Ave. to Little Canada Rd.	RC	LC/RV	Planning/Design	\$300			\$300							\$600
County Road D	19	Greenbrier St. to CR D Cir.	RC	LC/MW/VH	Right of way	\$350			\$350							\$700
County Road J	81	Centerville Rd. to Otter Lake Rd.	RC	NO/WBT	Right of way	\$500			\$500							\$1,000
County Road J	81	at Hodgson Rd.	Anoka	SV/LL	Construction	\$1,000			\$20						\$1,800	\$2,820
Dale Street	53	Como Ave. to TH36	RC	RV/SP	Construction	\$1,250			\$650		\$500			\$900		\$3,300
Dale Street	53	Grand Ave. to Inglehart St.	RC	SP	Right of way		\$300									\$300
Eustis Street	127	St Paul Border to Larpenteur Ave.	RC	LD	Right of way		\$305		\$305							\$610
Jackson Street	55	Pennsylvania Ave. to Acker St.	RC	SP	Planning/Design	\$200			\$200							\$400
Jackson Street	55	Rose Ave. to Arlington Ave.	RC	SP	Planning/Design	\$200			\$200							\$400
Maryland Avenue	31	Clark St. to Edgerton St.	RC	SP	Planning/Design	\$200			\$75							\$275
Otter Lake Road	60	CSAH 96 to 4th St.	RC	WB	Construction	\$1,100			\$250		\$500	\$900				\$2,750
Rice Street	49	John Ireland Blvd to Pennsylvania Ave	RC	SP	Planning/Design					\$500						\$500
Rice Street	49	Ivy St. to Wheelock Pkwy	RC	SP	Construction	\$5,800		\$2,500	\$1,300		\$700	\$900	\$500	\$2,300		\$14,000
Rice Street	49	Wheelock Pkwy. to CR B	RC	MW/RV/SP	Planning/Design	\$100			\$50							\$150
TCAAP Spine Road	4	CSAH 96 to CR H2	RC	AH	Planning/Design										\$500	\$500
White Bear Avenue	65	Larpenteur Ave. to North St Paul Rd.	RC	MW/SP	Construction	\$7,472			\$679			\$900				\$9,051
Total						\$22,722	\$605	\$2,500	\$6,229	\$500	\$2,200	\$2,700	\$500	\$3,200	\$2,300	\$43,456

Roadway Pavement Preservation Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
County Road C	23	Hazelwood St. to White Bear Avenue	RC	MW	Pavement Preservation		\$470									\$470
County Road E	15	Lexington Ave. to 555' E of Victoria St.	RC	SV	Pavement Preservation		\$395									\$395
County Road J	81	Everton Ave. to Hugo Rd.	RC	WBT	Pavement Preservation		\$160									\$160
Hodgson Road	49	Hwy 96 to Tanglewood Dr	RC	SV	Pavement Preservation		\$225									\$225
Long Avenue	152	8th St. to 12th St.	RC	WBL	Pavement Preservation		\$185									\$185
Lower Afton Road	39	McKnight Rd. to Century Ave.	RC	MW	Pavement Preservation		\$1,000									\$1,000
Maryland Avenue	31	Lakewood Dr. to TH120	RC	MW	Pavement Preservation		\$350									\$350
McKnight Road	68	11th Ave. to Karth Rd.	RC	MW/NSP	Pavement Preservation		\$1,200									\$1,200
Northwest Avenue	89	CSAH 96 to Buffalo St.	RC	WBL/WBT	Pavement Preservation		\$150									\$150
Portland Avenue	71	CSAH 96 to Buffalo St.	RC	WBT	Pavement Preservation		\$320									\$320
Total						\$0	\$3,985	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,985

2024 Transportation Projects

Pedestrian / Bicycle Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Cleveland Ave	46	Summit Ave to Marshall Ave	SP	SP	Construction		\$150		\$150							\$300
Koehler Road	14	Edgerton St. to Centerville Rd.	VH	VH	Construction		\$146		\$146					\$558		\$850
Lexington Avenue	51	Sandhurst Dr. to Sherren St.	RV	RV	Construction		\$170		\$170							\$340
Marshall Avenue	35	Snelling Ave to Albert St	SP	SP	Construction		\$260		\$260							\$520
Various					Ped/Bike Facilities		\$200									\$200
Various					ADA Compliance		\$300									\$300
Total						\$0	\$1,226	\$0	\$726	\$0	\$0	\$0	\$0	\$558	\$0	\$2,510
Stormwater Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Bald Eagle Lake	NA	at 5210 Bald Eagle Blvd E	RC	WBT	Construction		\$55		\$25							\$80
Ditch Authority	NA	Various Jurisdiction Transfers	RC	Various	Jurisdiction Transfer		\$300									\$300
Edgerton Street	58	at Centerville Rd.	RC	VH	ROW/Construction		\$1,240		\$72							\$1,312
Hamline Avenue	50	at Clarmar Ave.	RV	RV	ROW/Construction		\$150		\$150							\$300
Hamline Avenue	50	At Colleen Ave.	AH	AH	Construction		\$20		\$20							\$40
Lambert Creek	NA	At Kohler Road	RC	VH	Construction		\$105									\$105
Oasis Pond	NA	To Lake Johanna	RCWD	AH	Planning Design		\$20									\$20
Silver Lake Road	44	at Rice Creek	RC	NB	Construction		\$380		\$100							\$480
Silver Lake Road	44	at Woodcrest Drive	RC	MV	Construction		\$140									\$140
Various					Drainage Systems		\$100									\$100
Total						\$0	\$2,510	\$0	\$367	\$0	\$0	\$0	\$0	\$0	\$0	\$2,877

2024 Transportation Projects

Miscellaneous Infrastructure Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Mounds View Boulevard	10	at CR H2, CR I, Wooddale, Edgewood	RC	MV	Signal Replacement	\$650					\$750					\$1,400
University Avenue	34	Various Intersections	RC	SP	RRFBs	\$118								\$882		\$1,000
Marshall Avenue	35	Otis Street to Snelling Avenue	RC	SP	Interconnect		\$322		\$183							\$505
Various	Varies	B-Line BRT	MT	SP	BRT Line Construction								\$470			\$470
Various					Bridges		\$400									\$400
Various					Retaining Walls		\$50									\$50
Various					Roadway Appurtenances		\$300									\$300
Various					At-Grade Rail Crossings		\$100									\$100
Various					Traffic Signals		\$750			\$750						\$1,500
Various					Traffic Studies		\$500									\$500
Various					Localized Safety		\$250									\$250
Various					Prelim Public Engagement		\$100									\$100
Various					Crack Seal		\$200									\$200
Total						\$768	\$2,972	\$0	\$183	\$0	\$1,500	\$0	\$470	\$882	\$0	\$6,775

Roadway Total	\$23,490	\$11,298	\$2,500	\$7,505	\$500	\$3,700	\$2,700	\$970	\$4,640	\$2,300	\$59,603
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Transitway Improvements															
Transitway		Termini	Lead Agency	City	Work Type	Federal 5309	CTIB / State	Henn Co / HCRRA	Wash Co / WCRRA	Ramsey County	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	RCRRA	Total
Gold Line		Saint Paul, Woodbury	Metro Transit	Saint Paul	Construction	\$85,682			\$47,870					\$47,870	\$181,422
Purple Line		Saint Paul, Maplewood	Metro Transit	STP, MPL, VH, GL	Construction									\$9,000	\$9,000
Riverview		Saint Paul, Bloomington	Ramsey County	Saint Paul	Planning/Design									\$3,388	\$3,388
Total						\$85,682	\$0	\$0	\$47,870	\$0	\$0	\$0	\$0	\$60,258	\$193,810

2025 Transportation Projects

Roadway Construction Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
County Road C	23	Lexington Ave. to Little Canada Rd.	RC	LC/RV	Right of Way	\$600			\$400							\$1,000
County Road D	19	Greenbrier St. to CR D Cir.	RC	LC/MW/VH	Construction	\$3,975			\$900		\$1,000	\$2,000				\$7,875
County Road J	81	Centerville Rd. to Otter Lake Rd.	RC	NO/WBT	Construction	\$3,300			\$1,000		\$500	\$3,200		\$19,000		\$27,000
Dale Street	53	Grand Ave. to Inglehart St.	RC	SP	Construction						\$500			\$2,000		\$2,500
Eustis Street	127	St Paul Border to Larpenteur Ave.	RC	LD	Construction		\$1,200					\$1,000				\$2,200
Jackson Street	55	Pennsylvania Ave. to Acker St.	RC	SP	Right of Way	\$500			\$500							\$1,000
Jackson Street	55	Rose Ave. to Arlington Ave.	RC	SP	Right of Way	\$500			\$500							\$1,000
Maryland Avenue	31	Clark St. to Edgerton St.	RC	SP	Right of Way	\$100			\$100							\$200
Rice Street	49	Front St. to Ivy St.	RC	SP	Construction			\$2,500	\$1,500		\$600	\$500	\$800	\$2,300		\$8,200
Rice Street	49	John Ireland Blvd to Pennsylvania Ave	RC	SP	Planning/Design					\$1,500						\$1,500
Rice Street	49	Wheelock Pkwy. to CR B	RC	MW/RV/SP	Planning/Design	\$150			\$100							\$250
TCAAP Spine Road	4	CSAH 96 to CR H2	RC	AH	Planning/Design										\$2,000	\$2,000
Total						\$9,125	\$1,200	\$2,500	\$5,000	\$1,500	\$2,600	\$6,700	\$800	\$23,300	\$2,000	\$54,725

Roadway Pavement Preservation Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Beam Avenue	20	US 61 to Swanson St. (Mall Entrance)	RC	MW	Pavement Preservation		\$490		\$450		\$450	\$500				\$1,890
County Road D	19	Silver Lake Rd. to US88	RC	SA/NB/RV	Pavement Preservation		\$395				\$300	\$500				\$1,195
Division Street	151	Stillwater Rd. to Park Ave.	RC	WBT	Pavement Preservation		\$195									\$195
Hamline Avenue	50	CR C to Snelling Ave.	RC	RV/AH	Pavement Preservation		\$610									\$610
Long Lake Road/10th St	45/12	I-694 to Old Hwy 8	RC	NB	Pavement Preservation		\$375									\$375
McKnight Road	68	Carver Ave. to London In.	RC	MW/SP	Pavement Preservation		\$810									\$810
Silver Lake Road	44	Mississippi St. to Mounds View Blvd	RC	NB/MV	Pavement Preservation		\$700					\$500				\$1,200
Van Dyke Street	150	Ripley Ave. to White Bear Ave.	RC	MW	Pavement Preservation		\$170									\$170
Various					ADA Compliance		\$700				\$300					\$1,000
Total						\$0	\$4,445	\$0	\$450	\$0	\$1,050	\$1,500	\$0	\$0	\$0	\$7,445

2025 Transportation Projects

Pedestrian / Bicycle Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Hamline Avenue	50	County Road C to Josephine Road	RV	RV	Construction		\$100		\$375		\$275					\$750
Old Snelling Avenue	76	Lake Valentine Road to Highway 96	AH	AH	Construction		\$500		\$700		200			\$1,700		\$3,100
Various					Ped/Bike Facilities		\$200									\$200
Total						\$0	\$800	\$0	\$1,075	\$0	\$475	\$0	\$0	\$1,700	\$0	\$4,050

Stormwater Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
County Road B	25	at I-35E	RWMWD	MW/RV	ROW/Construction		\$175		\$175							\$350
Hamline Avenue	50	at Clarmar Ave.	RC	RV	ROW/Construction		\$250		\$250							\$500
Kohlman Diversion System	NA		RC		Construction		\$169									\$169
Lake Wobasso	NA		RWMWD		Constructon		\$150									\$150
Oasis Pond	NA	To Lake Johanna	RCWD	AH	Planning Design		\$20									\$20
South Heights Pond	NA		RC		Maintenance		\$400		\$100							\$500
Tamarack Creek	NA		RC	WBL	Constructon		\$516									\$516
Various					Drainage Systems		\$0									\$0
Total						\$0	\$1,680	\$0	\$525	\$0	\$0	\$0	\$0	\$0	\$0	\$2,205

Miscellaneous Infrastructure Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
County Road I	3	At Hamline Ave.	SV	SV	Intersection Realignment & Trail Construction		\$400		\$400							\$800
Dale Street	53	Grand Ave. to Front Street	RC	SP	Signals		\$465		\$185							\$650
Various					Bridges		\$400									\$400
Various					Retaining Walls		\$50									\$50
Various					Roadway Appurtenances		\$300									\$300
Various					At-Grade Rail Crossings		\$100									\$100
Various					Traffic Signals		\$750				\$750					\$1,500
Various					Localized Safety		\$250									\$250
Various					Prelim Public Engagement		\$100									\$100
Various					Traffic Studies		\$500									\$500
Various					Crack Seal		\$200									\$200
Total						\$0	\$3,515	\$0	\$585	\$0	\$750	\$0	\$0	\$0	\$0	\$4,850

Total	\$9,125	\$11,640	\$2,500	\$7,635	\$1,500	\$4,875	\$8,200	\$800	\$25,000	\$2,000	\$73,275
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2025 Transportation Projects

Transitway Improvements															
Transitway		Termini	Lead Agency	City	Work Type	Federal 5309	CTIB / State	Henn Co / HCRRRA	Wash Co / WCRRRA	Ramsey County	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	RCRRRA	Total
Gold Line		Saint Paul, Woodbury	Metro Transit	Saint Paul	Construction	\$33,327									\$33,327
Purple Line		Saint Paul, Maplewood	Metro Transit	STP, MPL, VH, GL	Construction					\$9,000				\$9,000	\$18,000
Riverview		Saint Paul, Bloomington	Ramsey County	Saint Paul	Planning/Design			\$8,921		\$18,733				\$2,130	\$29,784
Total						\$33,327	\$0	\$8,921	\$0	\$27,733	\$0	\$0	\$0	\$11,130	\$81,111

2026 Transportation Projects

Roadway Construction Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
County Road C	23	Lexington Ave. to Little Canada Rd.	RC	LC/RV	Construction	\$3,300			\$500			\$800		\$2,000		\$6,600
Jackson Street	55	Pennsylvania Ave. to Acker St.	RC	SP	Planning/Design	\$525			\$500							\$1,025
Jackson Street	55	Rose Ave. to Arlington Ave.	RC	SP	Construction	\$3,000			\$800	\$7,200	\$300					\$11,300
Little Canada Road	21	County Road C to I-35E Ramps	LC	LC	Construction	\$1,250			\$1,250					\$6,000		\$8,500
Maryland Avenue	31	Clark St. to Edgerton St.	RC	SP	Construction	\$1,200			\$200		\$300					\$1,700
Pennsylvania Avenue	33	Rice St to Mississippi St	RC	SP	Planning/Design	\$500			\$500							\$1,000
Rice Street	49	CR B2 to South Owasso Blvd	RC	LC/RV	Planning/Design	\$250			\$250							\$500
Rice Street	49	John Ireland Blvd to Pennsylvania Ave	RC	SP	Right of Way					\$3,000						\$3,000
Rice Street	49	Pennsylvania Ave. to Front St.	RC	SP	Construction	\$2,850		\$2,100	\$850		\$700	\$2,000		\$2,300		\$10,800
Rice Street	49	Wheelock Pkwy. to CR B	RC	MW/RV/SP	Right of Way	\$350			\$150							\$500
TCAAP Spine Road	4	CSAH 96 to CR H2	RC	AH	Construction										\$24,000	\$24,000
Total						\$13,225	\$0	\$2,100	\$5,000	\$10,200	\$1,300	\$2,800	\$0	\$10,300	\$24,000	\$68,925

Roadway Pavement Preservation Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
County Road D	19	Cleveland Ave. to New Brighton Rd.	RC	RV/AH	Pavement Preservation											\$0
County Road E	99	NewBrighton Rd. to Lake Johanna Blvd.	RC	AH	Pavement Preservation											\$0
County Raod F	12	Rice St. to Centerville Rd.	RC	VH	Pavement Preservation											\$0
Edgerton Street	58	Payne Ave. to Maryland Ave.	RC	SP	Pavement Preservation											\$0
Lexington Avenue	51	1785' W of Hamline Ave. to CR J	RC	SV	Pavement Preservation											\$0
New Brighton Road	47	CR D to CR E2	RC	AH/NB	Pavement Preservation											\$0
White Bear Avenue	65	Frost Ave. to Beam Ave.	RC	MW	Pavement Preservation											\$0
Various			RC	Varies	Pavement Preservation		\$4,025		\$150		\$450	\$2,000				\$6,625
Various					ADA Compliance		\$500				\$500					\$1,000
Total						\$0	\$4,525	\$0	\$150	\$0	\$950	\$2,000	\$0	\$0	\$0	\$7,625

Roadway Pavement Preservation Plus Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Larpenteur Avenue	30	East Shore Dr to Flandrau St.	RC	SP	Planning/Design	\$150					\$250	\$250				\$650
Victoria Street	52	County Rd. C to Harriet Ave.	RC	RV/SV	Planning/Design	\$200			\$200		\$100				\$500	\$1,000
Total						\$200	\$0	\$0	\$200	\$0	\$100	\$0	\$0	\$0	\$500	\$1,000

2026 Transportation Projects

Pedestrian / Bicycle Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Jackson Street	55	Arlington Ave. to Wheelock Pkwy	RC	SP	Construction	\$400			\$100							\$500
Various					Ped/Bike Facilities		\$1,000				\$500					\$1,500
Total						\$400	\$1,000	\$0	\$100	\$0	\$500	\$0	\$0	\$0	\$0	\$2,000

Stormwater Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Oasis Pond	NA	To Lake Johanna	RCWD	AH	Planning Design		\$20									\$20
Various					Drainage Systems		\$980									\$980
Total						\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000

Miscellaneous Infrastructure Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Marion Street Brindge	56	at I-94	MnDOT	SP	Construction	\$225										\$225
McKnight Road	68	at Stillwater Ave.	MnDOT	MW	Signal Replacement	\$350										\$350
Various					Bridges		\$300									\$300
Various					Retaining Walls		\$50									\$50
Various					Roadway Appurtenances		\$300									\$300
Various					At-Grade Rail Crossings		\$100									\$100
Various					Traffic Signals		\$200				\$1,300					\$1,500
Various					Localized Safety		\$250									\$250
Various					Prelim Public Engagement		\$100									\$100
Various					Traffic Studies		\$500									\$500
Various					Crack Seal							\$200				\$200
Total						\$575	\$1,800	\$0	\$0	\$0	\$1,300	\$200	\$0	\$0	\$0	\$3,875

Total	\$14,400	\$8,325	\$2,100	\$5,450	\$10,200	\$4,150	\$5,000	\$0	\$10,300	\$24,500	\$84,425
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Transitway Improvements														
Transitway		Termini	Lead Agency	City	Work Type	Federal 5309	CTIB / State	Henn Co / HCRRRA	Wash Co / WCRRA	Ramsey County	State Sales Tax	RCRRRA	State Sales Tax (T)	Total
Purple Line		Saint Paul, Maplewood	Metro Transit	STP, MPL, VH, GL	Construction					\$22,950		\$2,500		\$25,450
Riverview		Saint Paul, Bloomington	Ramsey County	Saint Paul	Planning/Design			\$8,921		\$18,733		\$2,130		\$29,784
Total						\$0	\$0	\$8,921	\$0	\$41,683	\$0	\$4,630	\$0	\$55,234

2027 Transportation Projects

Roadway Construction Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Jackson Street	55	Pennsylvania Ave. to Acker St.	RC	SP	Right of Way	\$550			\$500							\$1,050
Old Highway 8	77	Over MCRR	RC	NB	Construction	\$4,000								\$2,000		\$6,000
Pennsylvania Avenue	33	Rice St to Mississippi St	RC	SP	Right of Way	\$500			\$500							\$1,000
Rice Street	49	CR B2 to South Owasso Blvd	RC	LC/RV	Right of Way	\$1,500			\$1,500							\$3,000
Rice Street	49	John Ireland Blvd to Pennsylvania Ave	RC	SP	Construction					\$20,000						\$20,000
Rice Street	49	Wheelock Pkwy. to CR B	RC	MW/RV/SP	Construction	\$4,500		\$18.5	\$800		\$1,500	\$1,000				\$7,819
Century Avenue		I-694 to County Road E	WC	WBL	Construction	\$1,500			\$1,500					\$4,000	\$10,000	\$17,000
Total						\$12,550	\$0	\$19	\$4,800	\$20,000	\$1,500	\$1,000	\$0	\$6,000	\$10,000	\$55,869

Roadway Pavement Preservation Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Ash Street	21/32	1/2 E of 1197 CR J to Centerville Rd.	RC	LL	Pavement Preservation											\$0
Bald Eagle Avenue	67	9th St. to Bald Eagle Blvd.	RC	WBL/WBT	Pavement Preservation											\$0
Buffalo Street	8	Hugo Rd. to US61	RC	WBT	Pavement Preservation											\$0
Como Avenue	75	Cleveland Ave. to Arona St.	RC	SP	Pavement Preservation											\$0
County Road B2	78	Fairview Ave. to Cleveland Ave.	RC	RV	Pavement Preservation											\$0
County Road C	23	White Bear Ave. to Century Ave.	RC	MW/NSP	Pavement Preservation											\$0
Lexington Parkway	51	Como Ave. to E Como Lake Dr.	RC	SP	Pavement Preservation											\$0
Rice Street	49	Vadnais Blvd. to Rustic Pl.	RC	SV/VH	Pavement Preservation											\$0
Various			RC	Varies	Pavement Preservation		\$4,000					\$3,000				\$7,000
Various					ADA Compliance		\$250				\$750					\$1,000
Total						\$0	\$4,250	\$0	\$0	\$0	\$750	\$3,000	\$0	\$0	\$0	\$8,000

Roadway Pavement Preservation Plus Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Lake Johanna Blvd	149	County Road D to Old Snelling Ave.	RC	AH	Planning/Design	\$450			\$450							\$900
Larpenteur Avenue	30	East Shore Dr to Flandrau St.	RC	MW/SP	Construction	\$1,100			\$350		\$500	\$500				\$2,450
Vadnais Boulevard	16	Rice St. to Centerville Rd.	RC	VH	Planning/Design	\$500			\$500							\$1,000
Victoria Street	52	County Rd. C to Harriet Ave.	RC	RV/SV	Construction	\$4,000			\$2,750		\$250	\$1,000		\$1,000		\$9,000
Total						\$6,050	\$0	\$0	\$4,050	\$0	\$750	\$1,500	\$0	\$1,000	\$0	\$13,350

2027 Transportation Projects

Pedestrian / Bicycle Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Larpenteur Avenue	30	McKnight Ave to Sterling St	MW	MW	Planning/Design/ROW		\$100		\$100							\$200
Various					Ped/Bike Facilities	\$1,200	\$300									\$1,500
Various					ADA Compliance	\$500	\$300									\$800
Total						\$1,700	\$700	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500

Stormwater Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Oasis Pond	NA	To Lake Johanna	RCWD	AH	Planning Design		\$20									\$20
Various					Drainage Systems		\$980									\$980
Total						\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000

Miscellaneous Infrastructure Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Maryland Avenue	31	Dale St. to White Bear Ave.		StP/MW	Signal Interconnect	\$1,000	\$800		\$100					\$2,000		\$3,900
Plato Boulevard	40	at TH3	MnDOT	StP	Signal	\$200										\$200
Various					Bridges		\$400									\$400
Various					Retaining Walls		\$50									\$50
Various					Roadway Appurtenances		\$300									\$300
Various					At-Grade Rail Crossings		\$100									\$100
Various					Traffic Signals						\$1,500					\$1,500
Various					Localized Safety		\$250									\$250
Various					Prelim Public Engagement		\$100									\$100
Various					Traffic Studies		\$500									\$500
Various					Crack Seal		\$200									\$200
Total						\$1,200	\$2,700	\$0	\$100	\$0	\$1,500	\$0	\$0	\$2,000	\$0	\$7,500

Total	\$21,500	\$8,650	\$18.5	\$9,050	\$20,000	\$4,500	\$5,500	\$0	\$9,000	\$10,000	\$88,219
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Transitway Improvements														
Transitway		Termini	Lead Agency	City	Work Type	Federal 5309	CTIB / State	Henn Co / HCRRA	Wash Co / WCRRA	Ramsey County	State Sales Tax (Tnst)	RCRRA	State Sales Tax (T)	Total
Purple Line		Saint Paul, Maplewood	Metro Transit	STP, MPL, VH, GL	Construction					\$55,415		\$15,367		\$70,782
Riverview		Saint Paul, Bloomington	Ramsey County	Saint Paul	Planning/Design			\$28,800		\$60,480		\$6,720		\$96,000
Total						\$0	\$0	\$28,800	\$0	\$115,895	\$0	\$22,087	\$0	\$166,782

2028 Transportation Projects

Roadway Construction Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Jackson Street	55	Pennsylvania Ave. to Acker St.	RC	SP	Construction	\$3,500			\$1,500					\$2,000		\$7,000
Pennsylvania Avenue	33	Rice St to Mississippi St	RC	SP	Construction	\$7,000			\$1,500							\$8,500
Rice Street	49	CR B2 to South Owasso Blvd	RC	LC/RV	Construction	\$3,000			\$1,500							\$4,500
TH36/TH120		Interchange	MnDOT	NSP	Construction										\$40,000	\$40,000
Total						\$13,500	\$0	\$0	\$4,500	\$0	\$0	\$0	\$0	\$2,000	\$40,000	\$60,000

Roadway Pavement Preservation Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Various			RC	Varies	Pavement Preservation		\$4,000					\$2,000				\$6,000
Total						\$0	\$4,000	\$0	\$0	\$0	\$0	\$2,000	\$0	\$0	\$0	\$6,000

Roadway Pavement Preservation Plus Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Lake Johanna Blvd	149	County Road D to Old Snelling Ave.	RC	AH	Construction	\$900			\$900		\$2,300	\$1,300				\$5,400
Vadnais Boulevard	16	Rice St to Centerville Rd	RC	VH	Construction	\$1,900			\$1,100		\$1,000	\$1,300		\$4,000		\$9,300
Total						\$2,800	\$0	\$0	\$2,000	\$0	\$3,300	\$2,600	\$0	\$4,000	\$0	\$14,700

Pedestrian / Bicycle Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Various					Ped/Bike Facilities		\$1,500									\$1,500
Various					ADA Compliance		\$300				\$500					\$800
Total						\$0	\$1,800	\$0	\$0	\$0	\$500	\$0	\$0	\$0	\$0	\$2,300

Stormwater Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Various					Drainage Systems		\$1,000									\$1,000
Total						\$0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000

2028 Transportation Projects

Miscellaneous Infrastructure Improvements																
Road Name	Road No.	Termini	Lead Agency	City	Work Type	CSAH	County	County Turnback	Local	State	State Sales Tax (ATS)	State Sales Tax (RRP)	State Sales Tax (T)	Federal	Other	Total
Various					Bridges		\$400									\$400
Various					Retaining Walls		\$50									\$50
Various					Roadway Appurtenances		\$300									\$300
Various					At-Grade Rail Crossings		\$100									\$100
Various					Traffic Signals		\$750				\$750					\$1,500
Various					Localized Safety		\$250									\$250
					Prelim Public Engagement		\$100									\$100
Various					Traffic Studies		\$500									\$500
Various					Crack Seal		\$200									\$200
Total						\$0	\$2,650	\$0	\$0	\$0	\$750	\$0	\$0	\$0	\$0	\$3,400

Total	\$16,300	\$9,450	\$0	\$6,500	\$0	\$4,550	\$4,600	\$0	\$6,000	\$40,000	\$87,400
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Transitway Improvements														
Transitway		Termini	Lead Agency	City	Work Type	Federal 5309	CTIB / State	Henn Co / HCRRRA	Wash Co / WCRRRA	Ramsey County	State Sales Tax	RCRRRA	State Sales Tax (T)	Total
Purple Line		Saint Paul, Maplewood	Metro Transit	STP, MPL, VH, GL	Construction	\$72,602				\$32,465		\$12,767		\$117,834
Riverview		Saint Paul, Bloomington	Ramsey County	Saint Paul	Planning/Design			\$28,800		\$60,480		\$6,720		\$96,000
Total						\$72,602	\$0	\$28,800	\$0	\$92,945	\$0	\$19,487	\$0	\$213,834

Board of Commissioners

Request for Board Action

Item Number: 2024-043

Meeting Date: 2/27/2024

Sponsor: Human Resources

Title

Salary Schedule and Grade for Contract Attorney Unit Manager - Safety & Justice Service Team - Unclassified Position

Recommendation

1. Approve the salary schedule and grade for a new unrepresented job classification: Contract Attorney Unit Manager - Safety & Justice Service Team - Unclassified position.
2. Approve designation of a new classification to the unclassified service in accordance with Minnesota Statutes 383A.285, Subdivision 3:
 - Job Classification: Contract Attorney Unit Manager - Safety & Justice Service Team - Unclassified
 - Schedule: 98B
 - Grade: 41W
 - Annual Salary Range: \$113,598 -\$168,883
3. Authorize the Chair and County Manager to sign the Memorandum of Understanding with the Ramsey County Attorney's Office.

Background and Rationale

Minnesota Statutes section 260C.163, subdivisions 3(c) and 3(h) provides for the right to counsel for the parent, guardian or custodian in all child protection proceedings where a child risks removal from the care of the child's parent, guardian, or custodian, including a child in need of protection or services petition, an action pursuing removal of a child from the child's home, a termination of parental rights petition, or a petition for permanent out-of-home placement.

Minnesota Statutes section 253B.07, subdivision 2c provides for the right to counsel for any person who is receiving treatment or committed under the Minnesota Commitment and Treatment Act, Minnesota Statutes Chapter 253B;

These statutes name Ramsey County as financially responsible for the attorneys appointed to represent clients in court proceedings. Ramsey County has contracted with law firms and individual attorneys over the past several years to provide this representation. Management of adult representation attorney contracts falls to the Deputy County Manager for Safety and Justice Service Team because that responsibility must be independent from the County Attorney's Office and the Social Services department.

As caseloads have fluctuated over the years, it has been challenging to meet these mandated rights to counsel and associated costs exclusively through contracts. Therefore, the Safety and Justice Service Team proposes a full-time Contract Attorney Unit Manager position to manage all individual attorney contracts. The Contract Attorney Unit Manager will report to the Deputy County Manager of the Safety and Justice Service Team.

Human Resources requests the creation of a new, unrepresented job classification: Contract Attorney Unit

Manager - Safety & Justice Service Team - Unclassified.

Human Resources department followed its normal process for conducting the classification study while incorporating Talent Priority recommendations for classification and compensation changes that aligns with Ramsey County's compensation philosophy and properly aligns the levels of work within the compensation structure and supports Ramsey County's vision, mission, and goals.

Ramsey County is committed to administering a compensation program in a manner that is fair and equitable. Ramsey County will position itself at the 65th percentile of its relevant core comparators ensuring that our organization is competitive within the public service sector.

- To be in alignment with the market and consider internal equity, it is recommended that the Contract Attorney Unit Manager - Safety & Justice Team Unclassified is allocated to salary schedule 98B grade 41W with an annual salary range of \$113,598 - \$168,883.
- The 65th percentile of the comparable market is encompassed in the recommended salary plan and grade.

The recommended salary is based on the Ramsey County's job evaluation procedures and policies and is consistent with county compensation policy and practices (Resolution 95-356 and the Personnel Act (Minnesota Statutes 383A.282).

The Contract Attorney Unit Manager (Unclassified) meets the standards and criteria of the Personnel Act- Minnesota Statutes 383A.286, Subdivision 3 to be placed in the unclassified service.

The Contract Attorney Unit Manager will be the first position working outside the Ramsey County Attorney's Office to require a law degree as a minimum requirement. For that reason, the County Attorney has requested a signed Memorandum of Understanding to clarify roles and avoid confusion.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

With approximately 4,210 employees employed by Ramsey County, 40% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 63%. This action will provide a salary that align with the county's compensation philosophy to achieve equitable market pay. Offering competitive wages and being intentional about attracting and hiring diverse applicants who are reflective of the community we serve will have a positive impact on our community.

Community Participation Level and Impact

There is no community participation. The creation of new job classifications and salary allocation is an internal operational function pursuant to applicable statutes and rules.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

The 1.0 Full Time Equivalent for this position was added to the Courts Services 2024-2025 Operating Budget. Funding will come from reallocating the existing Courts Services budget for contracted attorney services.

Last Previous Action

None.

Attachments

1. Contract Attorney Unit Manager - Safety & Justice Service Team - Unclassified

2. Memorandum of Understanding Between the County of Ramsey and the Ramsey County Attorney's Office

**Job Class Title: Contract Attorney Unit Manager – Safety and Justice Service Team
(Unclassified)**

BASIC FUNCTION:

To manage teams of contracted attorneys that are appointed by the court to defend persons involved in non-criminal court proceedings where the county is required to pay for defense counsel. This includes attorneys contracted by the county to represent parents in child protection court hearings and trials, and attorneys contracted by the county to represent clients in civil commitment proceedings. Responsible for managing all individual attorney contracts, including monitoring performance of attorneys and compliance with contract terms. Work with Courts staff and Deputy County Manager to make sure the County is meeting obligations under state law to provide defense as mandated by applicable state law. Responsible to manage recruitment and contracting steps necessary to maintain an adequate number of available attorneys for the Courts to appoint defense counsel to qualified individuals. Assist the Deputy County Manager with issues or initiatives that involve the the Second Judicial District or other justice partners. This position will serve as counsel to clients in court proceedings, as needed or to cover complex cases and appeals and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED

1. Promote a diverse, culturally competent, and respectful workplace.
2. Direct community outreach relationships and programs to attract and retain a diverse panel of attorneys.
3. Ensure contracted attorneys and contracted staff are in compliance with contract terms. Monitor performance of contract attorneys through review of court filings, direct observation in the courtroom, and by soliciting feedback from judges and courts.
4. Supervision of law clerks, paralegals, or other support staff that may be hired or contracted in support of the panel attorneys.
5. Maintain schedules or rotation of contract attorneys to ensure adequate availability to support court calendar needs.
6. Respond to questions and complaints from judges, clients, courts staff, or the public regarding services provided by panel attorneys.
7. Work collaboratively with other partners in the child protection system to improve processes and outcomes, particularly in areas of harm reduction and race equity. Assist in maintaining a dashboard of child protection cases and outcomes.
8. Serve as a resource and task force or committee participant for justice and wellness initiatives supported by the Safety and Justice Service Team
9. Ensure contract attorneys maintain required certifications, licensure, minimum training requirements as needed to remain in compliance with state law and contract requirements.
10. Provide updates and training to contract attorneys in changes to laws, regulations, or court procedures.
11. Serve as counsel to clients in court proceedings as needed to fill gaps in contract attorney coverage, or to cover complex cases and appeals.
12. Anticipate future needs for contract attorneys and maintain a plan for recruiting and training new panel attorneys, taking into consideration the need for a panel that has a good balance of relevant work experience, diversity and lived experience.
13. Advise the Deputy County Manager on the number of panel attorneys required to support caseloads as well as resources and support needed to support the contract attorneys.
14. Supervise the preparation of periodic reports and caseload analyses.
15. Develop standards, contracts and policies necessary in the administration of the Adult Representation function.
16. Review requests and expenditures for expert witnesses.
17. Assist the Deputy County Manager in implementing, supervising, monitoring and modifying the budget for Court Services.

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

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

Manage the contracts of up to 30 defense attorneys. Supervise up to 5 employees supporting the work of the defense attorneys, including law clerks and paralegals. Oversee procurement/recruitment, training, and onboarding of new contract attorneys and employees.

INTERNAL/EXTERNAL RELATIONSHIPS:

Daily contact with the District Court staff and judges, social service agencies, Deputy County Manager, County department heads, citizens, judges, and attorneys both within and outside of the Office of the Ramsey County Attorney. Weekly/monthly contact with department directors and legal system partners and community advocacy groups.

IMPACT ON SERVICES/OPERATIONS:

Directly affects the ability to meet the county's statutory obligations to provide effective representation for parents in child welfare legal proceedings and people in commitment court. Proper performance of duties results in the provision of effective, timely legal services for the citizens of Ramsey County. Improper performance would result in poorly managed legal defense services, leading to failure to effectively advocate for people unable to afford their own attorney in child protection and civil commitment proceedings.

WORK ENVIRONMENT:

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

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Knowledge of federal and state statutes, case law, and regulations that relate to child welfare and civil commitments.
- Knowledge of pretrial and trial procedure and rules of evidence.
- Knowledge of legal research techniques.
- Knowledge of procedures and rules for Administrative Hearings.
- Knowledge of the methods of computerized legal research.
- Ability to relate well to people at all levels in a manner that promotes cooperation and teamwork; direct and supervise the work of others; express ideas clearly and concisely, both verbally and in writing.
- Ability to develop procedures; apply managerial principles and policies in directing a team of professionals; promote and support partnerships; prepare and present reports.
- Ability to appraise, interpret and apply legal principles and precedents to difficult legal problems.
- Ability to prepare, present, and try complex civil cases and solve complex legal issues.
- Ability to present statements of fact, law, and argument clearly, logically, and forcefully, both in written and oral form.
- Ability to train and direct the work of other professional and non-professional staff members.
- Ability to communicate with and relate calmly, logically and sensitively to clients, other attorneys, County departments, community organizations, and the public.

MINIMUM QUALIFICATIONS:

Education: Graduation from an accredited college of law.

Experience: Six years of experience as a practicing attorney.

Substitution: Legal experience in Child Welfare or Civil Commitment may substitute for up to three years of the practicing attorney experience. Certifications/Licensure: Licensed to practice law in the State of Minnesota and completion of 45 credits of legal education every three years.

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF RAMSEY
AND THE RAMSEY COUNTY ATTORNEY’S OFFICE**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Ramsey County Board of Commissioners (“County Board”), the Ramsey County Manager (“County Manager”)(County Board and County Manager collectively referred to as the “County”) and the Ramsey County Attorney’s Office (“CAO”).

WHEREAS, the County has determined that the County is financially responsible for those attorney costs related to certain mandatory right to counsel statutory requirements in state law; and

WHEREAS, Minn. Stat. section 260C.163, subds 3(c) and 3(h) provides for the right to counsel for the parent, guardian or custodian in all child protection proceedings where a child risks removal from the care of the child's parent, guardian, or custodian, including a child in need of protection or services petition, an action pursuing removal of a child from the child's home, a termination of parental rights petition, or a petition for permanent out-of-home placement and names the County as financially responsible; and

WHEREAS, Minn. Stat. section 253B.07, subd. 2c provides right to counsel for any person who is receiving treatment or committed under the Minnesota Commitment and Treatment Act, Minn. Stat. Ch. 253B; and

WHEREAS, Minn. Stat. section 504B.268, subd. 1 provides right to counsel for defendant in public housing subject to an eviction action under sections 504B.281 to 504B.371 alleging breach of lease under section 504B.171 or 504B.285 who is financially unable to obtain counsel; and

WHEREAS, the County is the payor in all three types of right to counsel outlined above; and

WHEREAS, the County Attorney, consistent with Minn. Stat. 388.051, is responsible to represent and advise the County on all matters involving the County; and

WHEREAS, the County role to manage, oversee, budget and operate the appointed attorney costs as allowed under law and described above must be independent from the County Attorney’s Office and the County social services department along with all other applicable roles including the guardian ad litem program, judicial officers, and children’s attorney; and

WHEREAS, the County desires to establish a new position within Safety and Justice that may include a minimum hiring requirement of a license to practice law in the state of Minnesota; and

WHEREAS, the County and CAO agree the County may proceed to post and hire a county staff to act as a managing attorney over the limited scope of managing the right to counsel financial obligations of the County as described above related to child protection, civil commitment and public housing convictions.

Now, Therefore

The Parties agree as follows:

1. Scope of Services

a. The County shall:

- i. Proceed to budget and hire one managing staff, which may be a licensed attorney, to oversee the right to counsel financial and statutory obligations of the County.
- ii. Ensure the necessary data protections and legal conflict of interest provisions are established to maintain the required protections to ensure independence between the newly established role and the CAO and social services department.
- iii. Shall not provide any legal advice outside the scope established by this MOU.
- iv. The County shall minimize confusion with the public and the Ramsey County organization, by ensuring the job title of the managing attorney does not conflict with current CAO job titles. The County shall consult CAO before finalizing any job title for the managing attorney and allow a meaningful opportunity for comment on the job title.

b. CAO will:

- i. Ensure the protections to maintain the necessary independence between the court appointed counsel roles and the role of the CAO.
- ii. Continue to advise the County on all other matters related to conflict of interest, data privacy and other legal issues as each arises, and as able.

2. General

- a. This MOU is solely intended to outline the current intent of the parties with respect to the management and oversight of the programs in which the County is the payor for right to counsel costs in areas of parent defense in child protection cases, civil commitment cases, and public housing evictions.
- b. Any modifications, alterations, variations, or waiver of provisions of the MOU shall only be valid when they have been reduced to writing and signed by authorized representative of the parties.

WHEREAS, the following confirm the provisions of this MOU:

Chair, Ramsey County Board of
Commissioners

Date

County Attorney

Date

County Manager

Date

County Attorney's Office, Civil Division
Director

Date