



# Board of Commissioners

## Agenda

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

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March 19, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

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### ROLL CALL

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

1. **Agenda of March 19, 2024 is Presented for Approval** [2023-656](#)

Sponsors: County Manager's Office

Approve the agenda of March 19, 2024.

2. **Minutes from March 12, 2024 are Presented for Approval** [2023-678](#)

Sponsors: County Manager's Office

Approve the March 12, 2024 Minutes.

### ADMINISTRATIVE ITEMS

3. **Agreement with Roseville Area Youth Hockey Association for Ice Rental** [2024-060](#)

Sponsors: Parks & Recreation

1. Approve agreement with Roseville Area Youth Hockey Association, 2661 Civic Center Drive, Roseville, MN 55113 for:
  - a. Ice rental for the period of April 1, 2024, through April 1, 2029 with an option to have one five-year renewal term through April 1, 2034, with the rates established by the Ramsey County Board of Commissioners.
  - b. Capital payments totaling \$50,000 for facility improvements.
2. Authorize the Chair and Chief Clerk to approve the agreement.
3. Authorize the County Manager to approve other minor improvements to the interior or exterior of ice arenas as requested by Roseville Area Youth Hockey Association and at their sole financial responsibility.

4. **2024 Unified Local Youth Plan for the Workforce Innovation and Opportunity Act and Minnesota Youth Program** [2024-014](#)

Sponsors: Workforce Solutions

1. Approve the 2024 Unified Local Youth Plan for the Workforce Innovation and Opportunity Act Youth and Minnesota Youth Program for the period of April 1, 2024, through March 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the Youth Plan.

3. 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 Workforce Innovation and Opportunity Act and Minnesota Youth Program grant funding.
4. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the approved program budgets.
5. Authorize the County Manager to apply for and accept additional grant funds as they become available under the Grant Agreement.

**5. Grant Award from the Minnesota Department of Human Services for Harm Reduction Services and Treatment Referrals** [2024-071](#)

Sponsors: Public Health

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services for harm reduction services and treatment referrals, in the amount of \$1,038,351.
2. Accept a grant award from and approve a grant agreement with the Minnesota Department of Human Services for harm reduction services and treatment referrals for the period upon execution through June 30, 2026 in the amount of \$1,038,351.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Approve an increase in the personnel complement of the Public Health Department by 2.0 Full Time Equivalent.

**6. Amendment to Joint Powers Agreement with the Minnesota Pollution Control Agency for Hazardous Waste Inspections** [2024-055](#)

Sponsors: Public Health

1. Approve the amendment to Joint Powers Agreement with the state of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency, 520 Lafayette Road North, Saint Paul MN 55155, for hazardous waste inspections, for a period of March 1, 2024 through February 28, 2027.
2. Authorize the Chair and Chief Clerk to execute the amended Joint Powers Agreement.

**7. Appointments to the Ad Hoc Solid Waste Advisory Committee** [2024-076](#)

Sponsors: Public Health

Appoint the following members to the Ramsey County Ad Hoc Solid Waste Advisory Committee:

Apple, Jill; Bakken, Noelle; Borzcik, Teresa; D'Alencar, Krystle; De La Torre, Fernanda; Dupre, Mary Jo; Eberhard, Michelle; Favila, Melissa; Flores, Terrence; Gurrola, Ellen; Haas, Sara; Hernandez, Cheryl; Holland, Matt; Koppen, Stacy; Liu, Timothy; Manning, Christine; Mitchell, Tisa; Moody, Chelsea; Osborne, Kathy; Pincuspy, Steve; Ristow, Jacob; Roost, Donna; Shah, Suhila; Thacker Muzzy, Nicole; Tkachuck, Joy; Vang, Pahoua; Walsh, Brendan; Wittenberg, Keith; and Wozniak, Joe.

**8. Joint Powers Agreement with the City of Saint Paul Police Department**[2024-084](#)

Sponsors: County Attorney's Office

1. Approve the Joint Powers Agreement with the city of Saint Paul Police Department for the assignment of Michael DeTomaso to the County Attorney's Office on a cost reimbursement basis to be effective upon execution through December 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
3. Authorize the County Manager to approve and execute amendments to renew the terms of the agreements for two additional one-year periods, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

**ORDINANCE PROCEDURES****9. Proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland - Waive First Reading and Set Public Hearing Date**[2024-072](#)

Sponsors: Parks & Recreation

1. Waive the First Reading of the Proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland.
2. Set the Public Hearing date of April 9, 2024, at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, MN, to afford the public an opportunity to comment on the proposed ordinance.

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

Following County Board Meeting:

10:00 a.m. (est.) Ramsey County Regional Rail Authority Meeting - Council Chambers – Courthouse Room 300

10:30 a.m. (est.) Board workshop: Ramsey County Childcare Update - Workforce – Courthouse Room 220, Large 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: Human Services Technology Modernization – Courthouse Room 220,  
Large Conference Room  
Public Access via Zoom Webinar: <http://tinyurl.com/2024PMBWS>  
Webinar ID: 949 5333 8288 | Passcode: 935830 | Phone: 651-372-8299

Advance Notice:

March 26, 2024 No county board meeting – Association of MN Counties Leadership Summit  
(Nisswa, MN)

April 2, 2024 County board meeting – Council Chambers

April 9, 2024 County board meeting – Council Chambers

April 16, 2024 County board meeting – Council Chambers



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2023-656

**Meeting Date:** 3/19/2024

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**Sponsor:** County Manager's Office

**Title**

Agenda of March 19, 2024 is Presented for Approval

**Recommendation**

Approve the agenda of March 19, 2024.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2023-678

**Meeting Date:** 3/19/2024

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**Sponsor:** County Manager's Office

**Title**

Minutes from March 12, 2024 are Presented for Approval

**Recommendation**

Approve the March 12, 2024 Minutes.

**Attachments**

1. March 12, 2024 Minutes.

# **Board of Commissioners Minutes**

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**March 12, 2024 - 9 a.m.**

**Council Chambers - Courthouse Room 300**

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The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present were Johanna Berg, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

## **ROLL CALL**

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

## **PLEDGE OF ALLEGIANCE**

## **LAND ACKNOWLEDGEMENT**

Presented by Commissioner Frethem.

1. Agenda of March 12, 2024 is Presented for Approval [2023-655](#)

Sponsors: County Manager's Office

Motion by Moran, seconded by McGuire. Motion passed.

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

2. Minutes from March 5, 2024 are Presented for Approval [2023-677](#)

Sponsors: County Manager's Office

Motion by Moran, seconded by Xiong. Motion passed.

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

## **ADMINISTRATIVE ITEMS**

5. Grant Agreement from Minnesota Department of Natural Resources for State Fiscal Year 2024 Conservation Partners Legacy Program [2024-057](#)

Sponsors: Parks & Recreation

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: [B2024-042](#)

6. Agreement with Bradley R. Behnke Golf Management LLC for Golf Professional Services at Goodrich Golf Course [2024-058](#)

Sponsors: Parks & Recreation

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-043

3. Agreement with Hennepin County for CEO Now Business Institute Programming [2024-022](#)

Sponsors: Community & Economic Development

Motion by Reinhardt, seconded by Frethem. Motion passed.

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

Resolution: B2024-044

4. Amendment to Twin Cities Army Ammunition Plant Master Plan [2024-008](#)

Sponsors: Community & Economic Development

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-045

7. Resolution to Support Environment and Natural Resource Trust Fund Grant Application [2024-059](#)

Sponsors: Parks & Recreation

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-046

8. Gift From Ramsey County Library Friends to the Ramsey County Library [2024-052](#)

Sponsors: Library

Motion by Reinhardt, seconded by Frethem. Motion passed.

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

Resolution: B2024-047

## LEGISLATIVE UPDATE

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

## COUNTY CONNECTIONS

Presented by County Manager, Johanna Berg. 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 9:57 a.m.





# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-060

**Meeting Date:** 3/19/2024

**Sponsor:** Parks & Recreation

### Title

Agreement with Roseville Area Youth Hockey Association for Ice Rental

### Recommendation

1. Approve agreement with Roseville Area Youth Hockey Association, 2661 Civic Center Drive, Roseville, MN 55113 for:
  - a. Ice rental for the period of April 1, 2024, through April 1, 2029 with an option to have one five-year renewal term through April 1, 2034, with the rates established by the Ramsey County Board of Commissioners.
  - b. Capital payments totaling \$50,000 for facility improvements.
2. Authorize the Chair and Chief Clerk to approve the agreement.
3. Authorize the County Manager to approve other minor improvements to the interior or exterior of ice arenas as requested by Roseville Area Youth Hockey Association and at their sole financial responsibility.

### Background and Rationale

An agreement has been negotiated with the Roseville Area Youth Hockey Association, for use of a minimum of 800 winter ice hours at county arenas. Roseville Area Youth Hockey Association is a non-profit organization whose mission "is to provide programs to teach, promote and compete amateur youth ice hockey in a fun, healthy, educational environment for all participants. Roseville Area Youth Hockey Association strives to develop individual and team skills, knowledge of the game, loyalty, responsibility, and sportsmanship in a positive culture which teaches life lessons." The Roseville Area Youth Hockey Association (RAYHA) serves youth ages 4-18 and annually raises funds to keep hockey affordable for youth and families. RAYHA had an ice use agreement in place from October 1, 2020, through September 30, 2023, and would like to establish a new agreement.

The \$50,000 capital contribution will be used for building improvements at Oscar Johnson Arena, the main arena where members skate. Per the agreement, the capital contribution will be paid in installments, with the first \$10,000 due upon execution of this agreement and \$10,000 per year over the next four years of the agreement.

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

☒ Well-being      ☐ Prosperity      ☐ Opportunity      ☐ Accountability

### Racial Equity Impact

RAYHA is committed to diversity and inclusion. They have developed a Diversity, Equity, and Inclusion (DEI) statement that is shared with all of their families and posted in Oscar Johnson Arena. "Roseville Area Youth Hockey Association is purposeful in cultivating a diverse community. We are committed to advancing a safe, positive, and inclusive environment for players and families by acknowledging and celebrating differences in race, color, religion, national origin, gender identity or expression, ability, sexual orientation, and socio-economic status." RAYHA raises funds for scholarships in addition they subsidize a portion of every family's

fees to help make it affordable for families. Having an anchor tenant such as RAYHA helps to provide the majority of resources needed to fund the annual operations of the arena. Parks & Recreation can then focus on offering additional programming to under-served residents such as learn to skate programming and free and open skate programs. Revenues generated that exceed operational budget targets may be utilized to support additional outreach programming across the department such as activities in the parks like archery, biking, fishing, and more.

**Community Participation Level and Impact**

Community will be informed of this ongoing partnership through county website updates. The club has been an anchor tenant at Oscar Johnson Arena since 2018. RAYHA has existed since 1964 and is celebrating its 60th anniversary and has served thousands of youth during that time.

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

This agreement will provide revenue to Oscar Johnson Arena to help support and maintain operations of the facility. It is estimated that annual revenue generated from this agreement will be \$184,000. This revenue is included in the 2024-25 operating budget. As previously mentioned, the \$50,000 capital contribution generated from this agreement will be utilized at Oscar Johnson Arena to address building improvements that benefit the county and RAYHA.

**Last Previous Action**

On September 18, 2018, the Ramsey County Board of Commissioners approved an agreement with Roseville Area Youth Hockey Association for ice rental and capital contribution to Oscar Johnson Arena (Resolution B2018-241).

**Attachments**

1. Ice Rental Agreement

**ICE RENTAL AND CAPITAL ASSET MANAGEMENT AGREEMENT  
BETWEEN RAMSEY COUNTY AND  
ROSEVILLE AREA YOUTH HOCKEY ASSOCIATION, INC.**

This **ICE RENTAL AND CAPITAL ASSET MANAGEMENT AGREEMENT** (“Agreement”) is made this 1<sup>st</sup> day of April, 2024 with retroactive effect upon signatures (the “Effective Date”), between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Parks & Recreation Department (“County”), and Roseville Area Youth Hockey Association, Inc., a Minnesota nonprofit corporation, 2661 Civic Center Drive, Roseville, MN 55113 (“RAYHA”).

**RECITALS**

- A. The County owns and/or operates 10 ice arenas and 12 sheets of ice at various arenas located throughout Ramsey County, which are offered to the public for rental and are listed in **Exhibit A** (the “County Facilities”);
- B. RAYHA has rented ice time as an anchor tenant at Oscar Johnson Arena and at other County Facilities since 2018, and its current agreement with the County expired on September 30, 2023; and
- C. RAYHA seeks to continue a long-term agreement with the County as an anchor tenant at Oscar Johnson Arena and for the use of the other County Facilities that meet the needs of RAYHA as to availability of ice time and facility amenities; and
- D. The County and RAYHA are willing and able to enter into this five-season agreement that is mutually beneficial to both parties.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the mutual promises and covenants below, and other good and valuable consideration set forth in this Agreement, the County and RAYHA agree as follows:

- 1. **Term**. This Agreement is effective as of the Effective Date for ice rentals from April 1, 2024, through April 1, 2029 (five Hockey Seasons), unless earlier terminated pursuant to the provisions of this Agreement. RAYHA has the option to have one renewal term for five Hockey Seasons, commencing on April 2, 2029, through April 1, 2034 (“Renewal Term”), under the same terms and conditions of this Agreement. RAYHA must notify the County of its intention to exercise the Renewal Term option on or before January 1, 2029. For purposes of this Agreement “Hockey Season” means approximately September 1 through April 1.
- 2. **Ice Rental**. RAYHA agrees to purchase a minimum of 800 hours of ice time at Oscar Johnson Arena and at other various County Facilities during each Hockey Season of the Term of this Agreement. The parties acknowledge that September scheduling at specific locations will be in the sole discretion of the County.

- A. RAYHA ice time will include all weekday ice hours with start times between approximately 5:45 p.m. through 10:00 p.m., and weekend ice hours starting at 7:00 a.m. through 10:00 p.m. The County reserves the right to adjust the start times for weekday ice hours.
- B. The County will schedule RAYHA ice time each Hockey Season after the County completes the scheduling for all high school hockey games and practices.
- C. Oscar Johnson Arena and other County Facilities will be closed on Thanksgiving Day, Christmas Eve after 4:00 p.m., Christmas Day, New Year's Eve after 4:00 p.m., and New Year's Day.
- D. The parties acknowledge that in order to meet the 800-hour obligation, RAYHA might be required to rent hours outside of the time frames listed above. However, RAYHA acknowledges that the allocation of ice rental times outside of the time frames listed above will be also offered to other users of County facilities. The schedule for these ice rental times outside of the time frames listed above will be subject to the regular scheduling process for all County Facilities.
- E. Following the normal bulk scheduling process, the County agrees to provide RAYHA with its immediate next season ice schedule by July 1 of each year.
- F. The County reserves the right to schedule up to two hours per of ice time Monday through Friday, and up to four hours on Saturday and/or Sunday during each Hockey Season for recreational leagues or other organizations sponsoring programs for students and youth in communities underrepresented in the sport of hockey.
- G. The County reserves the right to schedule up to 10 hours of ice time each week at Oscar Johnson Arena to Langford Youth Hockey ("Langford"). The County will not increase the total number of hours reserved for Langford at Oscar Johnson Arena. If Langford releases any hours with seven or more days' notice, RAYHA may purchase the released hours.

### 3. **Ice Rental Fees.**

- A. RAYHA agrees to pay the standard hourly ice rental rates approved by Ramsey County Board of Commissioners for prime time, non-prime time, and tournaments at County Facilities. The scheduled rates applicable through December 31, 2025 are set forth in **Exhibit B.**
- B. RAYHA will pay for a minimum of 800 hours per season, regardless of whether the hours are actually used. If the County officially closes a County facility due to circumstances beyond the County's reasonable control, RAYHA will not be required to pay for scheduled hours, and such hours will be deducted from the 800-hour minimum.

- C. The County will invoice RAYHA on approximately the 15<sup>th</sup> day of each month for all reservations in the upcoming month. Invoices are due and payable on or before the 1st day of the upcoming month. RAYHA agrees that reservations made constitute an obligation of RAYHA to pay the balance of all fees, even if the reservation is not used by RAYHA. Additional reservations after the current invoice payment date has passed will be added to the next upcoming invoice. There is no penalty for prepayment.

4. **Capital Asset Management Payment.**

- A. In addition to the ice rental fees set forth above, in consideration of its status as an anchor tenant at Oscar Johnson Arena, RAYHA will make a payment of \$50,000 to the County for Capital Asset Management of County Facilities (“CAM Payment”). The Payment will be used by the County, in its sole discretion but in consultation with RAYHA, for capital improvements at Oscar Johnson Arena. The CAM Payment is non-refundable upon receipt by the County.

- B. RAYHA will make payments to the County in the following installments:

- i. \$10,000 due upon execution of this Agreement in 2024 and
  - ii. \$10,000 due each year, starting in 2025 and ending in 2028 (4 payments), on or before September 15 of each year.

- C. If RAYHA chooses to exercise its right to the Renewal Term as set forth in Section 1 of this Agreement, the County must notify RAYHA of the CAM Payment amount and payment schedule for the Renewal Term on or before April 1, 2028.

- 5. **Permitted Improvements.** RAYHA, at its option, may make minor improvements to the interior or exterior of Oscar Johnson Arena, subject to approval of designs, plans, and specifications by the County Manager, or the County Manager’s designee. RAYHA will be responsible for all costs associated with design, planning, and construction of improvements; securing all necessary approvals and permits from the applicable local agencies; securing contractor(s); making timely payments to contractor(s); obtaining professional services and contractor insurance as prescribed by the County and name the County as additional insured. Completed permanent structural improvements and fixtures made by RAYHA under this Section will, upon completion, become property of the County, at no cost to the County. Any increased utility costs associated with ongoing use of completed permanent structural improvements will be the responsibility of RAYHA.

- 6. **County Responsibilities.** The County will be responsible for the following at County Facilities:

- A. Implement Capital Asset Management projects necessary to assure continued quality ice at County Facilities;

- B. Schedule ice time;

- C. Open and close building each day;
  - D. Conduct daily inspection of ice mechanical equipment;
  - E. Perform routine ice maintenance such as resurface ice, edge ice, flooding and leveling, and maintain all necessary equipment for the purpose of ice hockey practices and or games;
  - F. Manage ice temperature to achieve consistent high-quality ice conditions;
  - G. Perform routine building maintenance including cleaning and mopping common areas;
  - H. Maintain mechanical equipment such as furnaces, lighting, and refrigeration equipment; and
  - I. Perform snow removal of parking lots and walkways, and trash removal.
7. **RAYHA Responsibilities.** RAYHA will be responsible for the following at County Facilities during and related to its ice rental times:
- A. Supervise ice users during RAYHA scheduled ice times;
  - B. Communicate desirable ice conditions to the County;
  - C. Identify ice resurfacing requirements; and
  - D. At RAYHA's sole cost, repair or replace property of the County that is damaged or destroyed by RAYHA, its agents, employees, members, players, coaches, or invitees.
8. **Assignment.**
- A. Up to 75 hours of ice time per Hockey Season provided to RAYHA under this Agreement may be assigned by RAYHA to another user, provided:
    - i. RAYHA may not charge an assignee a cost per hour that is higher than the cost per hour charged by the County;
    - ii. RAYHA notifies the County within twenty-four hours of any time that is assigned pursuant to this Section;
    - iii. RAYHA's assignee accepts in writing the terms of this Agreement as they reasonably apply to the assignee's use;

- iv. Any assignment by RAYHA will not entitle RAYHA to a refund of any portion of the CAM Payment for the Hockey Season in which the assignment is made, nor to a refund for any assigned hours that RAYHA has already paid for; and
  - v. If RAYHA assigns hours to any user, RAYHA may not charge that user for any portion of RAYHA's CAM Payment obligation.
  - vi. County reserves the right to deny a requested assignment. Assignment request will not be unreasonably denied.
- B. After RAYHA has assigned 75 hours of ice time in a Hockey Season, before RAYHA assigns any additional hours, RAYHA must confer with Ramsey County Parks & Recreation staff. The County reserves the right to re-claim those hours, with no refund of any portion of the CAM Payment already paid. If the County does not re-claim the hours over 76 in a Hockey Season, RAYHA will still be obligated to pay for the hours, but is free to assign those hours pursuant to the terms set forth in this Section.

9. **Insurance.**

- A. RAYHA, its contractors, and subcontractors agree to carry the required insurance for commercial general liability in the minimum amount of \$2,000,000 per occurrence, \$3,000,000 general aggregate and \$1,000,000 additional general umbrella;
- B. RAYHA will provide Ramsey County with a certificate of insurance naming Ramsey County as an additional insured. The certificate will indicate that the policy is endorsed to include Ramsey County, its officials, agents, employees, and volunteers as additional insured with respect to the operations/activities of RAYHA, its contractors and subcontractors under this Agreement including set up, take-down, and removal of all equipment; and
- C. RAYHA waives all rights against Ramsey County, its officials, employees, volunteers, or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers' liability, automobile liability and umbrella liability insurance required of RAYHA under this Agreement.

10. **Indemnification.** RAYHA will defend, indemnify and hold harmless the County, its officials, employees, volunteers or agents against all actions, claims, demand, liabilities, injuries and damages, including reasonable attorney fees, whether to persons or property or both, which may be imposed upon or incurred by the County as a consequence, of or arising out of any act, default or omission on the part of RAYHA, its contractors, subcontractors, employees, agents or invitees in connection with the activity which RAYHA is conducting including set up and take-down. Nothing in this Agreement will be construed as, nor operate as, a waiver of the County's statutory or common law immunities or limitations on obligations set forth in this Agreement. The terms of this Agreement are expressly limited by the provisions of Minnesota Statutes Chapters 466 and 604A, and any other applicable law or regulation providing limitations, defenses, or immunities to the County.



11. **Advertising.** RAYHA may install advertising for RAYHA within County Facilities that promote RAYHA and its programs, subject to prior approval by the County as to size and location. RAYHA is prohibited from posting advertising for any other businesses or organizations.

12. **Termination.**

A. **With Cause.** Either party may terminate this Agreement if the other party violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement. The defaulting party will be sent a notice of default by the other party, which will fully describe the alleged default. The defaulting party will have a period of 30 days from the date of the notice to cure the default. If the defaulting party fails to remedy the default with the 30-day cure period, the other party will have the right to immediately terminate this Agreement. In such event, regardless of which party serves notice of termination, the County will be entitled to receive all payments under this Agreement for ice rental through the effective date of the termination.

B. **Without Cause.** The County may terminate this Agreement without cause upon giving at least 180 days' written notice thereof to RAYHA. So long as the effective date of termination is between April 2 and August 31, either party may terminate this Agreement without cause upon giving at least 180 days' written notice thereof to the County. In such event, regardless of which party serves notice of termination, the County will be entitled to receive all payments under this Agreement for ice rental through the effective date of the termination, including the CAM Payment for the year in which termination occurs.

13. **Notices.** A notice, demand, or other communication under this Agreement by either party to the other will be sufficiently given if it is dispatched by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party at the addresses listed below with receipt thereof presumed on the third business day thereafter. Either party may designate another address, or attorney for receipt of notices pursuant to this Agreement by designating in writing and forwarding such writing to the other party as provided in this section.

Ramsey County  
ATTN: Ramsey County Parks and Recreation Director  
2015 North Van Dyke Street  
Maplewood, MN 55109

Roseville Area Youth Hockey Association, Inc.  
ATTN: President  
2661 Civic Center Drive  
Roseville, MN 55113

14. **Severability.** If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision will not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions will remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.
15. **Signatures/Execution.** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation a facsimile version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.
16. **Governing Law.** The County and RAYHA agree that the laws of the State of Minnesota will govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and will be deemed the result of negotiation among the parties and their respective legal counsel and will not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement will be brought solely in the courts of the State of Minnesota, Second Judicial District, or the United States District Court for the District of Minnesota.
17. **Entire Agreement.** This Agreement represents the entire agreement between the parties. This Agreement supersedes all prior discussions, understandings, and other agreements of the parties, oral or written, relating to the transaction represented hereby.
18. **Incorporation of Recitals and Exhibits.** The Recitals at the beginning of this Agreement and the Exhibits attached to this Agreement are true and correct and are incorporated herein.

*[The rest of this page is left blank intentionally; signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized officers and representatives on the day and year first written above.

<b>RAMSEY COUNTY</b>  _____ Trista Martinson, Chair Ramsey County Board of Commissioners  Date: _____  _____ Mee Cheng, Chief Clerk Ramsey County Board of Commissioners  Date: _____  <i>Approval Recommended by:</i>  _____ Mark McCabe Director Parks and Recreation  <i>Approved as to form:</i>  _____ Scott Schwahn County Attorney	<b>ROSEVILLE AREA YOUTH HOCKEY ASSOCIATION</b>  _____ Gretchen Hyer President Roseville Area Youth Hockey 2/26/2024 Date: _____
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**Exhibit A**

County Facilities Locations

Aldrich Arena	1850 White Bear Avenue, Maplewood, MN 55109
Charles M. Schulz- Highland Arena	800 South Snelling Avenue, St. Paul, MN 55116
Gustafson- Phalen Arena	1320 Walsh Street, St. Paul, MN 55106
Harding Arena	1496 6 <sup>th</sup> Street E., St. Paul, MN 55106
Ken Yackel- West Side Arena	44 East Isabel Street, St. Paul, MN 55107
Oscar Johnson Arena	1039 De Courcy Circe, St. Paul, MN 55108
Pleasant Arena	848 Pleasant Avenue, St. Paul, MN 55102
Shoreview Arena	877 West Highway 96, Shoreview, MN 55126
TCO Sports Garden	1490 County Road E East, Vadnais Heights, MN 55110
White Bear Arena	2160 Orchard Lane, White Bear Lake, MN 55110

## **EXHIBIT B**

### Schedule of Rental Fees Through December 31, 2024

<b>ICE ARENA RATES</b>	
<b>Fall/Winter Arenas (Day after Labor Day - March 31)</b>	<b>Hourly Rate</b>
Prime Time Rate (2:00 - 9:39 p.m Mon.-Fri. & 7am-9:39pm Sat. & Sun)	\$230
Non-Prime Rate PM (9:40 p.m. - 11:59 p.m. Mon.-Sun.)	\$190
Non-Prime Rate AM (12:00 a.m. - 1:59 p.m. Mon.-Fri.)	\$160
Tournament Rate (Includes Resurfaces)	\$250
High School Game Rate (Single Gm 3hr, Double Gm 5hr)	\$250
Game/Tournament Cleaning Fee	\$225 (1 time)
Sections Game Fee	\$300
Prime Fire Ice Sale (Purchased within 7 days 7am-9:40pm Mon-Sun)	\$130
<b>Summer Arena Rates (April 1 - Labor Day)</b>	<b>Hourly Rate</b>
Prime Time Rate (12:00 a.m. - 9:39 p.m. Mon.-Sun.)	\$190
Non-Prime PM Rate (9:40 p.m. - 11:59 p.m. Mon.-Sun.)	\$160
Prime Fire Ice Sale (Purchased within 7 days)	\$110
<b>Other Fees</b>	
Skate Rentals	\$10
Skate Sharpening	\$10
Open Skate/ Open Hockey	no charge
Highland Synthetic Room	\$25

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-014

**Meeting Date:** 3/19/2024

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**Sponsor:** Workforce Solutions

**Title**

2024 Unified Local Youth Plan for the Workforce Innovation and Opportunity Act and Minnesota Youth Program

**Recommendation**

1. Approve the 2024 Unified Local Youth Plan for the Workforce Innovation and Opportunity Act Youth and Minnesota Youth Program for the period of April 1, 2024, through March 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the Youth Plan.
3. 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 Workforce Innovation and Opportunity Act and Minnesota Youth Program grant funding.
4. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office provided the amounts of funding are within the limits of the approved program budgets.
5. Authorize the County Manager to apply for and accept additional grant funds as they become available under the Grant Agreement.

**Background and Rationale**

Ramsey County Workforce Solutions operates youth employment services programs for low-income and at-risk youth, ages 14-24, which are funded by state and federal grant allocations. Each year, Workforce Solutions is required to submit an updated Unified Local Youth Plan (Plan) to the Minnesota Department of Employment and Economic Development (DEED). The Ramsey County Board of Commissioners and the Workforce Innovation Board (WIB) must approve the Plan.

Workforce Innovation and Opportunity Act (WIOA) and Minnesota Youth Program (MYP) continue to build momentum in career pathways partnerships, employer engagement activities and strategies for improved service delivery and participant outcomes. The service delivery model employed by Workforce Solutions is a federated model that focuses on sharing and partnering with community organizations, education providers, and employers with the goal of community alignment to eliminate economic, educational, and income disparities.

Workforce Solutions delivers Youth and Young Adult Employment Services through agreements with 10 organizations - of which the following eight currently receive WIOA and MYP funding: Hired, Face to Face, Goodwill Easter-Seals of MN, Change Inc., Hmong American Partnership, Restoration for All, Inc., Tree Trust, and Urban Boat Builders. Although these agreements will remain in place through June 30, 2027, Workforce Solutions will amend contracts on an annual basis to allocate new DEED-distributed funds.

The Plan for the Program Year 2024 (April 1, 2024, to March 31, 2025) and the State Fiscal Year 2025 (July 1, 2024, to June 30, 2025) is due to DEED on April 14, 2024. The Plan reflects recommendations, updates adopted and approval by the WIB Youth Committee on January 18, 2024, and the full WIB on February 1, 2024.

WIOA Youth funds for the 2024 program year have not yet been determined due to delays of information from the U.S. Department of Labor to DEED. Because of this delay, DEED has not included budget forms for this program in the annual plan. Once allocation amounts are provided, DEED will provide budget templates and Workforce Solutions will submit a budget to DEED for approval. However, allocations for the 2025 MYP State Fiscal Year have already been finalized. Therefore, the annual budget will be attached alongside the Plan. Lastly, although DEED has granted all Workforce Development Areas the ability to submit their own revised performance goals for the WIOA Youth program, Ramsey County has kept pace with or exceeded the performance levels of peer Workforce Development Areas in the Twin Cities under previously negotiated benchmarks and is not proposing changes to those established in 2023.

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

The vision, strategies, funding, and execution of the plan help to positively impact racial equity through increased opportunities for education and employment of Ramsey County young people, including those who are racially and ethnically diverse, ages 14-24, improving their outlook for greater short- and long-term economic well-being. During the previous program year, 88% of young people served identified as a race other than white and all faced at least one barrier to obtaining employment.

Additionally, labor market information continues to show ongoing economic challenges that were exasperated by COVID-19 and continue for young people in Ramsey County including educational disruption and other systemic challenges for opportunity youth to engage in education activities and to obtain employment. This data informed the development of the Request for Proposals released in November 2021 and the selection of the 10 contractors that have provided Workforce Solutions' Youth and Young Adult services since April 2022, as well as newer and complementary service models using braided funds from other grants. As part of the plan, strategies are identified to deepen supports to practitioners and youth themselves in order to ensure a "no wrong door" approach to accessing employment and training with an emphasis to connect our opportunity youth to services leveraging American Rescue Plan Act funding. In coordination with these efforts, the service provided by WIOA outlined in the plan provide services to reduce barriers to work and provide pathways to careers through occupational education/training to reduce racial economic disparities in Ramsey County communities.

Ramsey County continues to invest the local workforce and business community by creating a more inclusive economy for diverse jobseekers, employer partners, and other stakeholders. As stated in the county's Economic Competitiveness and Inclusion Plan, Ramsey County is a place as rich in cultural vitality as it is rich in economic opportunity. Wage disparities across racial lines have stymied economic growth and created affordability and livability challenges for individuals and families. A renewed and targeted focus on job access, skills training, and high-wage industry growth, coupled with intentional efforts to dismantle institutional racism, will create numerous, efficacious pathways for Ramsey County's most disadvantaged residents. Moreover, this focus has the potential to close stagnant racial income and wealth gaps while simultaneously accelerating economic growth in Ramsey County.

**Community Participation Level and Impact**

The Plan was developed with input from Workforce Solutions staff, WIB Youth Committee members and meeting attendees, WIB members, including representatives from community-based organizations, private sector employers, public agencies, and a young person hired from Ramsey County's Youth Advisory Council. The plan is reviewed by the WIB Youth Committee and approved by the full WIB before being brought to the Ramsey County Board of Commissioners for final comments and approval.



Additionally, Workforce Solutions has incorporated input from community engagement activities and events. Initially gathering formation both from community members and community-based organizations through evaluation of the Coronavirus Aid, Relief, and Economic Security investments, Workforce Solutions built upon that work each year since. In 2021, and in partnership with the youth-led organization Bridgemakers, Workforce Solutions held a series of focus groups with young people. Out of that process, feedback included increased coordination across multiple systems (county, city, schools, etc.). Workforce Solutions continues to work with a variety of working groups to continue to respond to the needs expressed by young people around issues such as youth homelessness, employer needs, schools and more. The information provided by these groups is that young people need additional, adaptive, and culturally specific training opportunities to develop both their professional and occupational skills, more points to connection to access resources and need holistic support services.

Most recently, Workforce Solutions completed several direct engagements with young people over the last few months, including a program satisfaction survey distributed to youth participants and focused conversations with the Youth Advisory Council. These engagements were designed by youth and conversations were led by youth. The feedback provided in these engagements directly informed the development of new youth-focused initiatives to begin this year, as they have been outlined in the Plan.

☒ Inform      ☒ Consult      ☒ Involve      ☒ Collaborate      ☒ Empower

### **Fiscal Impact**

DEED allocations covered in the Plan are both federal and state funded employment and training grants. WIOA Youth funds for the 2024 program year have not yet been determined based on the timeline of funds from the U.S. Department of Labor to DEED. But, based on ongoing discussions at the federal and state levels, Workforce Solutions' annual WIOA allocation is not anticipated to change significantly in Program Year 2024 (April 31, 2024, through March 31, 2025), from the Program Year 2023 allocation of \$682,194, although both years will mark a significant funding decrease from the Program Year 2022 allocation of \$1,111,096. Alternatively, MYP received a major funding increase, from \$472,082 to \$962,974 in annual allocations, for State Fiscal Year 2024 (July 1, 2023, through June 30, 2024) and will remain at the increased level for State Fiscal Year 2025.

Due to the delay in determining WIOA Youth allocations, DEED has asked local Workforce Development Boards to submit the Plan with only the MYP budget information attached. Once WIOA Youth allocations are received, Workforce Solutions will complete a new budget modification and submit to DEED for approval. Programs are maintained within the allocated grants and have no net fiscal change impact to Workforce Solutions as estimations of grant awards are included in the biennial budget process.

### **Last Previous Action**

On March 14, 2023, the Ramsey County Board of Commissioners approved the Program Year 2023 Unified Local Youth Plan (Resolution B2023-042).

### **Attachments**

1. Unified Local Youth Plan PY2024 WIOA Youth Formula Funds SFY2025 Minnesota Youth Programs

Unified Local Youth Plan  
PY 2024 WIOA Youth Formula Funds  
SFY 2025 Minnesota Youth Program (MYP)

Due Friday, April 12, 2024

Minnesota Department of Employment and Economic Development  
Employment and Training Programs  
Office of Youth Development


**PY 2024 WIOA Youth Formula Funds**  
**SFY 2025 Minnesota Youth Program (MYP)**  
**Cover Sheet/Signature Page**

<b>APPLICANT AGENCY</b> - Use the legal name and full address of the fiscal agency with whom the grant will be executed.	<b>Contact Name and Address</b>
Ramsey County Workforce Solutions	
<b>Director Name:</b> Ling Becker <b>Telephone Number:</b> 651-266-6001 <b>Fax:</b> 651-266-9891 <b>E-Mail:</b> <a href="mailto:ling.becker@ramseycounty.us">ling.becker@ramseycounty.us</a>	<b>Contact Name:</b> Bradley Mahr <b>Telephone Number:</b> 651-266-3452 <b>Fax:</b> 651-266-9891 <b>E-Mail:</b> <a href="mailto:bradley.mahr@co.ramsey.mn.us">bradley.mahr@co.ramsey.mn.us</a>

**Basic Organization Information**

<b>Federal Employer ID Number:</b>	<b>Minnesota Tax Identification Number:</b>
41-6005878	8027726
<b>Unique Entity ID (UEI) Number:</b>	<b>SWIFT Vendor ID Number (if known):</b>
S5C3Q2AJXM83	0000196508 001

I certify that the information contained herein is true and accurate to the best of my knowledge and that I submit this application on behalf of the applicant agency.

<b>Signature:</b>	
<b>Title:</b>	Director
<b>Date:</b>	2-14-24

## Checklist of Items to be Included With Your Unified Local Youth Plan Submitted to DEED:

**NOTE:** After the unified plan is approved by DEED and final allocations have been released by DOL, a WIOA Youth budget form and instructions will be sent to you at that time to update and complete, sign and return so your PY24 WIOA Youth Formula Grant funding can be released as quickly as possible. Since SFY25 MYP allocations are final, we encourage you to submit the SFY25 MYP budget with the Unified Local Youth Plan in April or shortly thereafter to ensure that MYP contracts are in place when the new fiscal year begins July 1, 2024. The budget forms are Excel documents that are attached separately from this planning document.

Signed Cover Page:

PY24-25 WIOA Youth Performance (submitted after local goals negotiated):

List of Youth Committee Members (if applicable):

(If applicable) List of Youth Service Providers For PY24 (WIOA) and SFY25 (MYP):

Current Youth Committee Mission Statement and Workplan (if applicable):

Copy of the Most Recent Request For Proposal (RFP) Used to Select Service Providers and/or Services **OR** a Copy of LWDB Minutes Affirming LWDA Staff are the Sole Providers of WIOA Youth Services for the WDA:

Best Practices for Serving the Neediest Youth:

Copy of Current Local Supportive Services Policy for Youth Participants:

Copy of Current Local Youth Incentive Policy:

Copy of Current ITA Policy for Youth, Plus Related Forms:

Copy of Current Local Stipend Policy:

Completed "WIOA Youth Program Elements" Chart:

Completed "Shared Vision for Youth" Chart:

Completed Narrative:

(If applicable) Attachment 1H Workplan: Youth Program Service Delivery Design Addendum to Enhance Services to In-School Youth (ISY) Who Are Homeless or in Foster Care

## PY22 and PY23 WIOA Youth Approved/Negotiated Levels of Performance - MN

(as of 7/22/22)

State	Program Year 2022 (7/1/22 - 6/30/23)					Program Year 2023 (7/1/23 - 6/30/24)				
	Q2 EET	Q4 EET	Yth Cred	Median Earnings	MSG	Q2 EET	Q4 EET	Yth Cred	Median Earnings	MSG
	68.0%	69.0%	62.0%	\$ 4,000	41.0%	69.0%	69.0%	62.0%	\$ 4,000	42.0%
WDA 1	69.0%	69.0%	62.0%	\$ 4,000	42.0%	69.0%	69.0%	62.0%	\$ 4,000	42.0%
WDA 2	68.0%	70.0%	62.0%	\$ 4,000	49.0%	69.0%	70.0%	62.0%	\$ 4,250	50.0%
WDA 3	69.5%	69.0%	62.5%	\$ 3,800	49.0%	70.0%	69.5%	62.5%	\$ 3,850	49.5%
WDA 4	68.0%	69.0%	54.0%	\$ 3,100	41.0%	69.0%	69.0%	55.0%	\$ 3,400	42.0%
WDA 5	68.0%	69.0%	62.0%	\$ 4,000	41.0%	69.0%	69.0%	62.0%	\$ 4,000	42.0%
WDA 6	68.0%	69.0%	62.0%	\$ 3,400	41.0%	69.0%	69.0%	62.0%	\$ 3,400	42.0%
WDA 7	68.0%	69.0%	62.0%	\$ 4,000	41.0%	69.0%	69.0%	62.0%	\$ 4,000	42.0%
WDA 8	68.0%	69.0%	55.0%	\$ 4,000	46.0%	69.0%	69.0%	55.0%	\$ 4,000	46.0%
WDA 9	68.0%	69.0%	54.0%	\$ 3,500	41.0%	68.0%	69.0%	55.0%	\$ 3,500	42.0%
WDA 10	68.0%	69.0%	62.0%	\$ 4,000	41.0%	69.0%	69.0%	62.0%	\$ 4,000	42.0%
WDA 12	68.0%	69.0%	62.0%	\$ 4,000	41.0%	69.0%	69.0%	62.0%	\$ 4,000	42.0%
WDA 14	68.0%	69.0%	62.0%	\$ 4,000	41.0%	69.0%	69.0%	62.0%	\$ 4,000	42.0%
WDA 15	68.0%	69.0%	62.0%	\$ 4,000	41.0%	68.0%	69.0%	62.0%	\$ 4,000	42.0%
WDA 16	69.0%	69.0%	62.0%	\$ 4,000	50.0%	69.0%	69.0%	62.0%	\$ 4,000	50.0%
WDA 17	76.0%	74.0%	62.0%	\$ 4,000	41.0%	76.0%	74.0%	62.0%	\$ 4,000	42.0%
WDA 18	49.0%	74.0%	62.5%	\$ 4,000	41.0%	69.0%	49.0%	62.5%	\$ 4,000	42.0%

- denotes target value +/- state-negotiated levels of performance

## PY 2024-2025 WIOA Youth Performance

(Definitions of Each Measure are on the Following Page)

WDA/Contact:	WDA 15 / Ling Becker
E-Mail Address/Phone Number:	<a href="mailto:ling.becker@ramseycounty.us">ling.becker@ramseycounty.us</a> / 651-266-6001
Date Submitted (or Modified):	

WIOA Youth Performance Measure	PY 2024 (STATE PLANNED)	PY 2025 (STATE PLANNED)	PY 2024 (WDA PLANNED)	PY 2025 (WDA PLANNED)
Employment/Training 2nd Quarter After Exit:	TBD	TBD	68%	68%
Employment/Training 4th Quarter After Exit:	TBD	TBD	69%	69%
Credential Attainment:	TBD	TBD	62%	62%
Median Earnings:	TBD	TBD	\$4,000	\$4,000
Measurable Skills Gain:	TBD	TBD	42%	42%

Youth team will negotiate WDA-level performance goals AFTER DEED negotiates state-level performance goals with DOL in May/June 2024. No action is needed by WDAs on this form until after performance goals are negotiated.

## WIOA Youth Performance Definitions

**Employment/Training 2nd Quarter After Exit:** The percentage of Title I Youth program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.

**Employment/Training 4th Quarter After Exit:** The percentage of Title I Youth program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.

**Credential Attainment:** The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.

**Measurable Skills Gain:** The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. Depending on the type of education or training program, documented progress is defined as one of the following:

1. Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level;
2. Documented attainment of a secondary school diploma or its recognized equivalent;
3. Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards;
4. Satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training; OR,
5. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.

**Median Earnings:** The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.

## Youth Committee Information For PY 2024/SFY 2025

Provide a current Mission Statement and Work Plan for your Youth Committee

**Youth Committee Mission:** Supporting and building a foundation for all youth to thrive as healthy productive members of our community.

**Youth Committee Work Plan:** This document is located in Attachment 2.

Include a Current Youth Committee Membership List (see below for sample format). Add additional rows as needed. Indicate “Yes” or “No” in the right-hand column if the Youth Committee member is a voting member of the LWIB.



<b>YOUTH COMMITTEE MEMBER NAME</b>	<b>ORGANIZATION/REPRESENTING</b> (examples: business, education, community-based organizations, youth, parent, etc.)	<b>Full LWDB Member?</b>
<b>Chair: Aalayha Traub</b> <b>Phone Number: 763-525-3020</b> <b>E-Mail: <a href="mailto:atraub@KnutsonConstruction.com">atraub@KnutsonConstruction.com</a></b>	Business	Yes
<b>Member Name: Tom Aasheim</b> <b>Phone Number: 651-230-5742</b> <b>E-Mail: <a href="mailto:taasheim@ftium.edu">taasheim@ftium.edu</a></b>	Education	Yes
<b>Member Name: Nardos Tesfalidet</b> <b>Phone Number: 651-266-6547</b> <b>E-Mail: <a href="mailto:nardos.tesfalidet@ci.stpaul.mn.us">nardos.tesfalidet@ci.stpaul.mn.us</a></b>	Government	No
<b>Member Name: Breanna Galuska</b> <b>Phone Number: 651-744-6061</b> <b>E-Mail: <a href="mailto:Breanna.galuska@spps.org">Breanna.galuska@spps.org</a></b>	Education	No
<b>Member Name: Jennifer Germain</b> <b>Phone Number: 651-539-36161</b> <b>E-Mail: <a href="mailto:jennifer.germain@state.mn.us">jennifer.germain@state.mn.us</a></b>	One-Stop Operator	Yes
<b>Member Name: Mary Sue Hansen</b> <b>Phone Number: 651-604-3514</b> <b>E-Mail: <a href="mailto:marysue.hansen@isd623.org">marysue.hansen@isd623.org</a></b>	Community-based organization	No
<b>Member Name: Hyon Kim</b> <b>Phone Number: 763-233-1751</b> <b>E-Mail: <a href="mailto:htkim@mnbestinc.com">htkim@mnbestinc.com</a></b>	Business	Yes
<b>Member Name: Virginia Nayman-Tonn</b> <b>Phone Number: 651-444-1820</b> <b>E-Mail: <a href="mailto:nayman-tonn.virginia@jobcorps.org">nayman-tonn.virginia@jobcorps.org</a></b>	Community-based organization	No
<b>Member Name: Sheri Riemers</b> <b>Phone Number: 651-227-4184 ex 14</b> <b>E-Mail: <a href="mailto:sheri.riemers@adycenter.org">sheri.riemers@adycenter.org</a></b>	Community-based organization	Yes

## Youth Service Provider Information For PY 2024/SFY 2025

Provide an updated list of all current youth service providers (see below for sample format). The information provided in this chart will be posted on the DEED website. Please be sure that the contact person's name, phone number and e-mail address are entered correctly for each service provider. Add additional rows for additional providers as needed.

Youth Service Provider/Contact	WIOA	MYP																					
<b>Name of Service Provider:</b> <i>Hired</i> <b>Address:</b> <i>800 Minnehaha Ave E Suite 200</i> <b>City, State, ZIP</b> <i>Saint Paul, MN 55106</i> <b>Contact Person:</b> <i>Patrick Coleman</i> <b>Contact Person Phone:</b> <i>(612) 477-9035</i> <b>Contact Person E-Mail:</b> <i>Pat.Coleman@hired.org</i> <b>Service Provider Website:</b> <a href="http://www.hired.org">www.hired.org</a>	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>ISY:</td> <td>X</td> <td></td> </tr> <tr> <td>OSY:</td> <td>X</td> <td></td> </tr> </tbody> </table>		Yes	No	ISY:	X		OSY:	X		<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Summer ONLY:</td> <td></td> <td>X</td> </tr> <tr> <td>Year-Round (incl. summer):</td> <td>X</td> <td></td> </tr> <tr> <td>Outreach to Schools:</td> <td></td> <td>X</td> </tr> </tbody> </table>		Yes	No	Summer ONLY:		X	Year-Round (incl. summer):	X		Outreach to Schools:		X
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OSY:	X																						
	Yes	No																					
Summer ONLY:		X																					
Year-Round (incl. summer):	X																						
Outreach to Schools:		X																					
<b>Name of Service Provider:</b> <i>Face to Face</i> <b>Address:</b> <i>1165 Arcade St</i> <b>City, State, ZIP</b> <i>Saint Paul, MN 55106</i> <b>Contact Person:</b> <i>Stephanie Reinitz</i> <b>Contact Person Phone:</b> <i>(651) 772-5596</i> <b>Contact Person E-Mail:</b> <i>reinitzs@face2face.org</i> <b>Service Provider Website:</b> <a href="https://face2face.org/">https://face2face.org/</a>	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>ISY:</td> <td>X</td> <td></td> </tr> <tr> <td>OSY:</td> <td>X</td> <td></td> </tr> </tbody> </table>		Yes	No	ISY:	X		OSY:	X		<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Summer ONLY:</td> <td></td> <td>X</td> </tr> <tr> <td>Year-Round (incl. summer):</td> <td></td> <td>X</td> </tr> <tr> <td>Outreach to Schools:</td> <td></td> <td>X</td> </tr> </tbody> </table>		Yes	No	Summer ONLY:		X	Year-Round (incl. summer):		X	Outreach to Schools:		X
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<b>Name of Service Provider:</b> <i>Goodwill Easter Seals</i> <b>Address:</b> <i>553 Fairview Ave N</i> <b>City, State, ZIP</b> <i>Saint Paul, MN 55104</i> <b>Contact Person:</b> <i>Kristen Hoyles</i> <b>Contact Person Phone:</b> <i>(612) 424-1050</i> <b>Contact Person E-Mail:</b> <i>krhoyles@gesmn.org</i> <b>Service Provider Website:</b> <a href="https://www.goodwilleasterseals.org/">https://www.goodwilleasterseals.org/</a>	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>ISY:</td> <td>X</td> <td></td> </tr> <tr> <td>OSY:</td> <td>X</td> <td></td> </tr> </tbody> </table>		Yes	No	ISY:	X		OSY:	X		<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Summer ONLY:</td> <td></td> <td>X</td> </tr> <tr> <td>Year-Round (incl. summer):</td> <td></td> <td>X</td> </tr> <tr> <td>Outreach to Schools:</td> <td></td> <td>X</td> </tr> </tbody> </table>		Yes	No	Summer ONLY:		X	Year-Round (incl. summer):		X	Outreach to Schools:		X
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<p><b>Name of Service Provider:</b> Change Inc.</p> <p><b>Address:</b> 281 East Robie St City, State, ZIP Saint Paul, MN 55107</p> <p><b>Contact Person:</b> Regina Edmisten</p> <p><b>Contact Person Phone:</b> (651) 231-1898</p> <p><b>Contact Person E-Mail:</b> redmisten@thechangeinc.org</p> <p><b>Service Provider Website:</b> <a href="https://www.thechangeinc.org/qap-school.html">https://www.thechangeinc.org/qap-school.html</a></p>	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>ISY:</td> <td></td> <td>X</td> </tr> <tr> <td>OSY:</td> <td>X</td> <td></td> </tr> </tbody> </table>		Yes	No	ISY:		X	OSY:	X		<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Summer ONLY:</td> <td></td> <td>X</td> </tr> <tr> <td>Year-Round (incl. summer):</td> <td></td> <td>X</td> </tr> <tr> <td>Outreach to Schools:</td> <td></td> <td>X</td> </tr> </tbody> </table>		Yes	No	Summer ONLY:		X	Year-Round (incl. summer):		X	Outreach to Schools:		X
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<p><b>Name of Service Provider:</b> Urban Boat Builders</p> <p><b>Address:</b> 2288 University Ave W City, State, ZIP Saint Paul, MN 55114</p> <p><b>Contact Person:</b> Marc Hosmer</p> <p><b>Contact Person Phone:</b> (651) 644-9225</p> <p><b>Contact Person E-Mail:</b> Marc@urbanboatbuilders.org</p> <p><b>Service Provider Website:</b> <a href="https://www.urbanboatbuilders.org/">https://www.urbanboatbuilders.org/</a></p>	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>ISY:</td> <td></td> <td>X</td> </tr> <tr> <td>OSY:</td> <td></td> <td>X</td> </tr> </tbody> </table>		Yes	No	ISY:		X	OSY:		X	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Summer ONLY:</td> <td></td> <td>X</td> </tr> <tr> <td>Year-Round (incl. summer):</td> <td>X</td> <td></td> </tr> <tr> <td>Outreach to Schools:</td> <td></td> <td>X</td> </tr> </tbody> </table>		Yes	No	Summer ONLY:		X	Year-Round (incl. summer):	X		Outreach to Schools:		X
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<p><b>Name of Service Provider:</b> Tree Trust</p> <p><b>Address:</b> 1419 Energy Park Dr City, State, ZIP Saint Paul, Mn 55108</p> <p><b>Contact Person:</b> Cami Subra</p> <p><b>Contact Person Phone:</b> (612) 214-5921</p> <p><b>Contact Person E-Mail:</b> cami.subra@treetrust.org</p> <p><b>Service Provider Website:</b> <a href="https://treetrust.org/">https://treetrust.org/</a></p>	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>ISY:</td> <td></td> <td>X</td> </tr> <tr> <td>OSY:</td> <td></td> <td>X</td> </tr> </tbody> </table>		Yes	No	ISY:		X	OSY:		X	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td>Summer ONLY:</td> <td></td> <td>X</td> </tr> <tr> <td>Year-Round (incl. summer):</td> <td>X</td> <td></td> </tr> <tr> <td>Outreach to Schools:</td> <td></td> <td>X</td> </tr> </tbody> </table>		Yes	No	Summer ONLY:		X	Year-Round (incl. summer):	X		Outreach to Schools:		X
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<p><b>Name of Service Provider:</b> <i>Hmong American Partnership</i></p> <p><b>Address:</b> <i>394 University Ave</i></p> <p><b>City, State, ZIP</b> <i>Saint Paul, MN 55013</i></p> <p><b>Contact Person:</b> <i>Yer Yang</i></p> <p><b>Contact Person Phone:</b> <i>(651) 495-1639</i></p> <p><b>Contact Person E-Mail:</b> <i>yery@hmong.org</i></p> <p><b>Service Provider Website:</b> <a href="https://hmong.org/">https://hmong.org/</a></p>	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td><b>ISY:</b></td> <td></td> <td>X</td> </tr> <tr> <td><b>OSY:</b></td> <td></td> <td>X</td> </tr> </tbody> </table>		Yes	No	<b>ISY:</b>		X	<b>OSY:</b>		X	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td><b>Summer ONLY:</b></td> <td></td> <td>X</td> </tr> <tr> <td><b>Year-Round (incl. summer):</b></td> <td>X</td> <td></td> </tr> <tr> <td><b>Outreach to Schools:</b></td> <td></td> <td>X</td> </tr> </tbody> </table>		Yes	No	<b>Summer ONLY:</b>		X	<b>Year-Round (incl. summer):</b>	X		<b>Outreach to Schools:</b>		X
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<p><b>Name of Service Provider:</b> <i>Restoration for All, Inc.</i></p> <p><b>Address:</b> <i>1870 50<sup>th</sup> St E</i></p> <p><b>City, State, ZIP</b> <i>Inver Grove Heights, MN 55077</i></p> <p><b>Contact Person:</b> <i>Dr. Tolulope Monisola Ola</i></p> <p><b>Contact Person Phone:</b> <i>(651) 366-0279</i></p> <p><b>Contact Person E-Mail:</b> <i>tmola@restoreall.org</i></p> <p><b>Service Provider Website:</b> <a href="https://www.restoreall.org/">https://www.restoreall.org/</a></p>	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td><b>ISY:</b></td> <td></td> <td>X</td> </tr> <tr> <td><b>OSY:</b></td> <td></td> <td>X</td> </tr> </tbody> </table>		Yes	No	<b>ISY:</b>		X	<b>OSY:</b>		X	<table border="1"> <thead> <tr> <th></th> <th>Yes</th> <th>No</th> </tr> </thead> <tbody> <tr> <td><b>Summer ONLY:</b></td> <td></td> <td>X</td> </tr> <tr> <td><b>Year-Round (incl. summer):</b></td> <td>X</td> <td></td> </tr> <tr> <td><b>Outreach to Schools:</b></td> <td></td> <td>X</td> </tr> </tbody> </table>		Yes	No	<b>Summer ONLY:</b>		X	<b>Year-Round (incl. summer):</b>	X		<b>Outreach to Schools:</b>		X
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## Attachment 1

### Workplan: Youth Program Service Delivery Design (Includes WIOA Young Adult and MYP)

**IMPORTANT NOTE: The narrative section covers PY 2024 WIOA Young Adult and SFY 2025 for MYP. Please provide an answer after each question. This information becomes a part of both grant agreements with DEED.**

1. Attach a copy of the most recent Request for Proposal(s) (RFP) issued by the WDA for WIOA Young Adult and the Minnesota Youth Program, as appropriate. If the LWDB has determined there is an insufficient number of eligible youth service providers based on Section 123(b) of WIOA law, please include a copy of appropriate board minutes and/or resolution stating as such.

A copy of the Request for Proposals that was released in November 2021 for Youth Services beginning April 1st, 2022, and lasting through March 31<sup>st</sup>, 2027, are located in Attachment 3.

2. Describe outreach and recruitment of:
  - Out-of-School Youth (“OSY”)
  - In-School Youth (“ISY”)

Ramsey County WFS (WFS) is fortunate to have an extensive network of community partners as contracted vendors to provide youth employment services through WIOA and MYP funds. Each of these organizations has their own unique strategies for recruiting young people into their programs. Vendors collaborate closely with their own partners, including schools and other youth-serving organizations and, in turn, they leverage their connections to young people through other, non-employment services that they offer young people. Such services include housing supports, mental health supports, and educational supports. Additionally, vendors use their respective websites and social media accounts to share youth employment program information with their communities.

To support these individual efforts, Ramsey County supplies information on each vendor’s youth service offerings to community members via a Youth Employment Service webpage. The county also receives direct referrals for youth employment services from a large network of non-contracted partner organizations that are engaged in the [Ramsey County Youth Works!](#) initiative and CareerForce. As part of Ramsey County Youth Works!, the county provides [monthly systems-orientation session](#) to share and uplift youth employment resources to anyone who supports young people in the county. Connections to WIOA and MYP programs are highlighted at these sessions. In all these instances, Ramsey County staff inform the referred individuals about WFS’ youth vendors and allow the young person(s) to decide for themselves which organization appears best suited to meet their unique needs. Lastly, Ramsey County is working with a nationally recognized organization, Roadtrip Nation, and local agency Youth Lens 360 to develop a new career exploration and readiness website that will serve as the virtual hub for youth career pathways. That website will have information about all youth

employment services in Ramsey County, including those provided through these funds and other resources in the community, including city services and Youth at Work providers. This new digital resource is being supported by funding through the American Rescue Plan Act (ARPA). This hub is currently being developed and expected to launch in spring 2024.

3. Describe eligibility determination process, including the WDA’s strategy for use of the “5% window” for all ISY and affected OSY participants whose income exceeds limits (reminder: up to 5% of ISY and OSY participants (who require income eligibility) served by WIOA Young Adult program may be individuals who do not meet the income eligibility requirements, provided they fall within one or more of the categories described in WIOA Sec. 129 (C). See Chapter 2 of the WIOA Youth Administrative Policy.

### **Eligibility Determination & Enrollment Process:**

The eligibility determination process is critical for the success of both youth and the youth program. Once a youth, young adult, or their representative is connected with a vendor:

1. Vendor staff collect basic information, including name, age, contact information, and school status.
2. Vendor management assigns the new participant to a youth case manager.
3. The case manager contacts the participant and aids them in gathering information required for eligibility determination (included in program application). Case managers then review the application information with their assigned participant, determine eligibility (as governed in Minnesota WIOA Youth Policies Chapter 2), and document required proofs of eligibility, including self-attestation of income and barriers to employment.

Prior to official enrollment, eligible participants must:

- Provide proof of identification (photo ID).
  - Reside in Ramsey County or spend most of their time in Ramsey County.
  - Provide proof of legal residence in the United States.
  - Provide proof of Selective Service Registration, if they are an 18+ year old male.
4. If the participant has been deemed eligible, according to the above criteria, the case managers will formally enroll the youth into the appropriate program in Workforce One.

### **5% Window:**

If a young person who does not meet the financial eligibility but has a significant barrier to success in employment and education and would benefit from supports is referred to a vendor, the vendor management team will notify their assigned WFS planner. The WFS planner will then review the current enrollments data to ensure that no more than 5% of enrolled participants do not meet income eligibility requirements. As long as this remains true, the WFS planner will communicate to inquiring vendors that an income-ineligible enrollment may proceed, but that the vendor must document in a Workforce One case note that said

enrollment does not exceed the WDA's 5% Window. Greater detail is provided in Ramsey County's WIOA Youth 5% Window Policy, located in Attachment 4.

4. Identify the WDA's definition of "An individual who requires additional assistance to complete an education program or to secure and hold employment." The definition must be reasonable, quantifiable, and based on evidence that the specific characteristic of the participant identified objectively requires additional assistance. See Chapter 2 of the WIOA Youth Administrative Policy.

The Workforce Innovation Board of Ramsey County (WIB) Youth Committee has defined "an individual who requires additional assistance to complete an education program or to secure and hold employment" as the following:

Youth with a barrier, such as but not limited to:

- Mental, physical, emotional or learning disability.
- Youth who is a potential dropout.
- Youth with limited English skills.
- Youth at risk of gang involvement or involvement with the juvenile justice system.

While some of the above barriers are already targeted accordingly to WIOA, other barriers that are considered for young adults where employment or education attainment is inhibited due to the following (but not limited to):

- Incarcerated parent.
- Chemical/Substance abuse.
- Domestic violence.
- Chronic health conditions.

Vendor staff, in consultation with their WFS planner, will determine whether an individual requires additional assistance to complete an education program or to secure and hold employment after the initial intake or preliminary assessments are complete. The planner makes the final recommendation to the vendor supervisor after careful consideration and review of all the educational and employment experiences, barriers, and options.

5. Per WIOA Law, Section 3(5) and WIOA Final Rules at 20 CFR 681.290, the U.S. Department of Labor defines an individual as "basic skills deficient" if he or she—
  - a. has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or
  - b. is unable to compute or solve problems, or read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.

All Minnesota WDAs are required to include the definition of "basic skills deficient" in their local youth plans. Please provide any additional local policy that defines "basic skills deficient" differently from existing federal policy, or indicate if your local policy will mirror existing federal policy as shown above.



Ramsey County (WDA 15) defines “basic skills deficient” as the status of an individual who either cannot read, write, speak, compute, or solve problems at or above an eighth-grade level, or is otherwise unable to perform these tasks at a level necessary to function on the job, in the individual's family, or in society.

6. Describe the objective assessment process used to identify appropriate services and potential career pathways for young adults. Identify the assessment tools used by the WDA for all in-school and out-of-school participants.

Youth vendor case managers conduct an objective, comprehensive annual assessment that addresses not only a participant’s educational and employment history, but well-being indicators such as their social situation, family support, living arrangements, and health status as well. The assessment process is strength-based, client-centered, and uses motivational interviewing techniques that encourage the counselors and participants to identify both barriers and the strengths/resources that can be harnessed to overcome them. Additionally, this assessment incorporates the first component of the Youth Program Career Pathway Bridge, which asks young adults where they are in their career exploration and skill building processes. This formal assessment tool must be updated at least every 365 days to ensure that ongoing supports are still appropriate and necessary to help participants achieve their goals.

Although formal assessments are completed only once per year, all of Ramsey County’s youth vendors recognize that effective assessment must be an ongoing process. In addition to the required annual assessment, case managers use various skill, interest, and strength assessments to help youth identify potential career pathways. The assessment(s) used is based on individual goals and situations. Online and/or paper options include:

- TABE Test: youth who are basic skills deficient would be referred to ABE or on-site tutoring.
- CASAS Test: Testing for English Language proficiency.
- Mynextmove.org.
- GPS LifePlan.

Vendors use the results of completed assessments to inform future youth service plan creation.

7. Describe process for developing the Individual Service Strategy (ISS) and use of the Individualized Education Plan (IEP), including provision of wraparound support services. If your WDA/service provider(s) incorporate “Guideposts For Success” with some (or all) of your participants, please discuss when and how it is used.

Ramsey County and its youth vendors have developed an ISS tool with guidance from WorkforceGPS, a technical assistance website sponsored by the U.S. Department of Labor, and federal statute WIOA section 129(C)((1)(B). This ISS includes all required components, including goals for education, training, employment, and personal development, along with ties to the 14 program elements, potential barriers, and youth-staff agreements. Additionally, a Career Pathway Tool supplements the ISS’s standard goal-setting framework by helping youth participants develop either a short- or long-term career plan. And although vendors may opt to

use a modified version of the ISS form, all ISS templates and forms must be approved by WFS planning staff to ensure that standard requirements are met.

Case managers make every effort to meet the young adults at a starting point that works for the individual at that time. Typically, the process to develop the ISS includes the following steps:

- Complete an annual assessment that determines both areas of strength and growth.
- Assist the participant in setting SMART personal, employment, and/or education goals.
- Co-determine the objectives and appropriate timelines for meeting the identified goals.
- Identify any barriers to achieving the participant's goals and identify what wraparound support services are needed to ensure successful program completion.
- Identify WIOA Youth program elements and providers that will aid in accomplishing goals.
- Identify other outside supports or services that will aid in accomplishing the participant's goals and make appropriate referrals.
- Co-determine any other strategies that will be needed for success (i.e., network building, job shadows, and technology exposure).

The ISS is a document that should be altered or modified as the youth progresses through timelines and goals. These plans must be reviewed at least quarterly with participants and updated at least every 365 days to track progress on identified goals. Case managers and leadership meet regularly to ensure plans are up-to-date and to review progress towards goals.

8. Describe your strategy for providing integrated experiential learning, work-based learning, and work experience for participants. Discuss to what extent your WDA is adapting these activities due to changes resulting from the pandemic.

WFS believes that traditional entry-level employment opportunities often fail to harness young people's full skill-building and professional development potential. Therefore, the county has committed to invest in Learn and Earn initiatives that contribute toward building a more equitable and inclusive economy. These investments most frequently take the form of vendor-provided training experiences, including summer and year-around internships working with local businesses and non-profits, work-readiness learning opportunities, and occupational training opportunities. But to ensure that each of these unique work and other paid experiences focus on skill development, vendors support youth in the completion of a Work Experience Learning Plan. In this plan, young people identify why they want to participate in the work experience and what they want to learn. These plans are shared with the team supporting the young person, including their supervisor and/or support individuals at their work experience site(s).

Importantly, all the approaches, policies, and procedures outlined above were developed as a direct response to economic challenges and exacerbated disparities resulting from the Covid-19 pandemic. Data gathered early in the pandemic revealed the significance and scale of youth contributions toward household income, especially in financially disadvantaged families. Moreover, young people who entered the open job market, with the intention of helping

support their families, were forced to choose between continuing their education/training and working in entry-level, low-wage jobs. Therefore, WFS is investing state and federally allotted resources, which now also includes ARPA funds, into Learn and Earn models. This way, youth program participants can financially support their families in the short-term while building the necessary skills to achieve financial stability in the long-term.

WFS also leveraged funding opportunities to support technological investments during the pandemic, with the intention of making work experience opportunities available to all young people in Ramsey County. Examples of these investments include supplying youth participants with the equipment and connectivity necessary to participate in virtual and hybrid programming as well as the incorporation of simulated training technology – such as virtual driving simulators in the County’s Driver’s License Academy and Virtual Reality trades skills simulators at various outreach events. And, lastly, the County has continued to invest in the development of a free online job board: [Job Connect](#). On the Job Connect board, there is a designation for “Youth-Friendly” jobs, which are indicated as such by employers who seek to recruit and support young job seekers.

9. Describe your strategy for introducing Career Pathways for young adults and process for providing current labor market information on high-growth, in-demand occupations in the region.

In 2021, Ramsey County commissioned an extensive Youth Employment Report, in partnership with Real Time Talent. This report included an in-depth analysis of labor market information and recommendations for better connecting young people with occupations and employers in Ramsey County. Since then, the Youth Employment Report has served as a foundational guide for the development of all new WFS youth employment initiatives, both state- and federally-funded.

Today, WFS continues to work closely with Real Time Talent and commissioned a second report specifically to develop strategies for engaging job seekers, including youth and young adults, on opportunities in Promising Career Pathways (Promising Pathways). These Promising Pathways have been deeply informed by current labor market information and highlight industries and pathways that have current or projected labor shortages. WFS and the WIB are continually developing new programs and initiatives that are intended to help shift workers, many of whom are young people, from industries that have an oversupply of workers (i.e., hospitality, retail, food service) to these Promising Pathways (i.e., healthcare, technology, manufacturing, etc.). Promising Pathways’ other exciting distinction is that rather than prescribe young people with a single, rigid career path, they outline several unique career opportunities within a broader job sector. For example, a participant who is currently working as a nursing assistant (which is considered an “Origin Occupation”) would be presented with information about “Gateway Occupations”, such as licensed practical nurses (LPN), medical secretary, medical assistant, or dental assistants rather than one specific next step (often LPN).

The work around Promising Pathways was shared with all WFS youth vendors during their onboarding in April 2022, and WFS now provides quarterly, in-person trainings on these pathways to vendor staff and community partners, alongside information on how to work with

young people to identify available short-term occupational trainings and how to leverage WIOA Youth and MYP funds to provide these to participants (using ITAs and other methods).

10. If applicable, attach a copy of the WDA's policy for developing Individual Training Accounts (ITAs) and indicate the date approved by the LWDB/Youth Committee.

Indicate if your WDA will be using Minnesota's waiver to allow use of ITAs for In-School Youth, ages 16-21.

WFS provides policy guidance to all Youth vendors regarding use of Individualized Training Accounts and other training supports. This policy is located in Attachment 5. Vendors may have their own procedures for how the policy is to be implemented. But there are no present plans from our vendors to use Individual Training Accounts, Ramsey County Workforce Solutions (WDA 15) does not plan to use Minnesota's waiver to allow use of ITAs for In-School Youth, ages 16-21.

11. Describe follow-up strategies (including provision of supportive services) for the WIOA Young Adult program and discuss any policy relating to extending beyond the statutory requirement of offering follow-up for at least 12 months after exit.

All youth vendors were trained, soon after their contract period began, on the statutory requirement to make follow-up services available to participants, and new staff continue to be trained on these requirements during monthly Peer Learning sessions or vendor check-in meetings – where WFS staff provide virtual technical assistance on topics requested by the vendors. Prior to a participant's program exit, vendor staff informs the youth of their ability to access up to 12 months of follow-up services. Vendor staff will convey this information to all youth participants, even if the youth is being exited because staff were unable to contact them and engage them in programming for at least 90 consecutive days. The methods by which vendor staff will communicate follow-up information with the soon-to-be-exited youth include phone calls, personal contact, text messages, email, and online tools such as Ramsey County Job Connect.

Follow-up supports are intended to help participants continue their career building journey and to ensure success in future employment and training opportunities.

Typically, young people seeking services in follow-up want help with:

- Updating resumes.
- One-on-one career counseling.
- Accessing real-time employment and training information.
- Invites/information on career and resource fairs.
- Interview skills through conducting mock interviews.
- Support services to reduce barriers in continued success.

12. Describe the Youth Incentive Policy and attach a copy of the most recent version approved by your LWIB/Youth Committee. Refer to 2 CFR 200.438 and [Chapter 18](#) "WIOA Youth Cost Matrix" for additional background.

WFS provides policy guidance to all Youth vendors regarding use of incentives in youth programming. This policy can be located in Attachment 6. Vendors may have their own procedures for how the policy is to be implemented.

13. Discuss your policy and practices relating to providing supportive services to participants. (Attach a copy of your WDA’s Supportive Service Policy for Youth)

WFS provides policy guidance to all Youth vendors regarding use of support services in youth programming. This policy is located in Attachment 7. Vendors may have their own procedures for how the policy is to be implemented.

14. If applicable, describe how stipends will be used for participants and attach a copy of your WDA’s Stipend Policy.

WFS has promoted and developed Learn and Earn workforce development programs that ensure young people are compensated for their time as they learn. This monetary incentive, often in the form of stipends, is essential because many youth participants need means for supporting not only themselves, but their families as well. WFS provides policy guidance to all Youth vendors regarding this intended use of stipends in youth programming, which can be found in Attachment 8. But vendors can have their own procedures for how the policy is to be implemented.

15. Describe how co-enrollments will be facilitated for youth, including a summary of all funds that are “braided or blended” with participants beyond WIOA Youth Formula Grant funds and MYP funds.

WFS had traditionally blended MYP and WIOA funds to support youth participants in programming. However, in response to an influx of other non-WIOA, non-MYP funds that began in 2020, WFS decided to more clearly separate programs funded by WIOA Youth and MYP dollars. This separation has allowed WFS to serve more young people than in years past and ensure resources are being more equitably spent on participant needs. Even so, WFS does not explicitly prohibit vendors from co-enrolling youth participants but has simply discouraged such practices unless the vendor can clearly explain its necessity on a case-by-case basis.

In 2022, Ramsey County’s Board of Commissioners, in partnership with the city of Saint Paul, decided to make a large investment of ARPA funds into youth workforce programs, including Learn & Earn opportunities. From 2023 through 2026, these funds will be leveraged to support Learn and Earn youth programming and the individual needs of program participants, beyond what WIOA Youth and MYP currently provide. Additionally, as is the case with WIOA Youth and MYP funds, young people can receive services through both ARPA and formula-funded programs, but only if the vendor can explain why – for the participant’s goals to be achieved – doing so is necessary.

16. Describe local partnerships to serve “opportunity youth” who have significant barriers to employment and/or youth who are under-served and under-represented in the workforce, including:

- Dropouts and potential dropouts
- Youth with language and/or cultural barriers to employment
- Youth in foster care and aging out of foster care
- Homeless youth or runaways
- Youth offenders and at-risk of involvement with the juvenile justice system
- Youth with disabilities
- Teen parents
- Youth of color and other under-served, under-represented youth populations

### **Dropouts and potential dropouts**

WFS' strategy for serving dropout and potential dropout populations is to continue developing and enhancing partnerships with youth vendors and non-contracted partners to encourage service coordination between these groups. WFS has non-contracted partnerships with community-based organizations, urban and suburban alternative schools, and Adult Basic Education Providers (e.g., Saint Paul Public Schools, Adult Basic Education, and Harmony Learning Center) from across Ramsey County. And youth vendors have developed close connections to counselors at local high schools to find, connect with, and serve young people that are disengaging from school.

### **Youth with language and/or cultural barriers to employment**

Ramsey County is guided by its commitment to racial equity, as outlined in the [Economic Competitiveness and Inclusion Plan](#) and therefore, provides services to communities of color with the explicit goal of eliminating economic disparities between Ramsey County residents of color and their white counterparts. In pursuit of these goals, WFS and its youth program vendors have partnered with culturally specific organizations to concentrate on dismantling barriers to employment and targeting outreach toward populations experiencing the highest levels of unemployment and poverty.

WFS works in partnership with many of these culturally specific agencies/organizations, locally, including:

- Hmong American Partnership (Provider of youth services).
- Restoration for All (provider of youth services).
- Network for the Development of Children of African Descent.
- Ain Dah Yung Center.
- Karen Organization of Minnesota.
- CLUES (Comunidades Latinas Unidas en Servicio).
- LEAP High School.
- Change Inc.
- English Language Learner Programs (Harmony Adult Basic Education, The Hubbs Center – Saint Paul Public Schools, etc.).

Moreover, because WFS believes strongly in the value of partnerships, the department continues to make significant investments in creating and maintaining a robust [database of employment providers](#). This database is available for all stakeholders in the community to access, and includes specific categories devoted to [Youth and Young Adult Employment Service](#)



[Providers](#) and [Culturally Specific Organizations](#) in Ramsey County.

Lastly, the Ramsey County Board of Commissioners has made significant investments in workforce programming targeted toward youth and young adults with ARPA funding. Those investments have increased resources and alignment to ensure we are better reaching opportunity youth populations and reducing barriers to employment. [Power Within Us](#) is a coordinated ARPA funded with Ramsey County Community Corrections and the 2<sup>nd</sup> Judicial Branch to bring employment and training to young people on probation. The [Ramsey County Driver's License Academy](#) works to eliminate the barrier of access to a driver's license for young people 18-24 who are on a career pathway that requires a license. The county and the WIB will continue to work on leveraging new relationships that were formed with culturally specific, community-based organizations to ensure all young people have the support and access they need to employment and training resources.

### **Youth in foster care and aging out of foster care**

Through connections with WFS, the department's youth vendors partner with Ramsey County Social Services Child Protection, Permanent Connections (adoptions) and Fostering Connections (long-term foster care) units to identify and serve eligible youth in the Ramsey County foster care system. This partnership includes direct referrals and team consultations, as needed. Because of the WIOA Youth Program's focus on serving out-of-school youth, this partnership focuses on youth who are choosing to remain in extended foster care, past their 18th birthday, and are required to be engaged in either employment or education supports.

Additionally, WFS vendors are connected to Foster Advocates, a local non-profit organization that provides education navigation to youth who have spent time in out-of-home (dis)placement (i.e., foster care). While Foster Advocates leads the supports focused on connecting young people to appropriate high school and post-secondary education, vendors provide support and resources to integrate the education services into promising pathways work. Most recently, WFS has partnered with Foster Advocates, Partnerships for Permanence, Ramsey County Human Services, and young people with lived experience in foster care to serve as expert panelists in one of WFS' quarterly "Creating Meaningful Connections" sessions, where programs and resources for specific opportunity youth populations in Ramsey County are highlighted. Youth in foster care and aging out of foster care were the subject population of the second session, after homeless and highly mobile youth were discussed and featured in session one.

### **Youth experiencing homelessness or runaway youth**

Like the work around serving other systems-involved youth (foster care, justice, etc.), WFS will continue to serve as a bridge for vendors to connect with both internal County partners, including Ramsey County's recently established Housing Stability Office, and other strategic community partners. Since mid-2019, a working group comprised of members from Heading Home Ramsey and Outside In (a collaborative focused on unsheltered homelessness in Ramsey County), collectively redesigned the Continuum of Care for greater engagement of leaders and improved outcomes for those at-risk of or experiencing homelessness. The redesign was launched in 2021 and continues to serve as a critical link for WFS to support residents

experiencing homelessness. Also in 2021, the Continuum of Care charged WFS with developing a working group focused on connecting youth experiencing homelessness to employment supports. This group met regularly through 2022 and developed recommendations for how WFS can play a more effective role in supporting these young people. In addition, WFS provides regular youth employment resource information to the Continuum of Care’s newsletter that is distributed to housing support organizations in Ramsey County. Lastly, WFS hosts an annual convening to share youth employment program resources with Ramsey County housing vendors, and quarterly Creating Meaningful Connections meetings where such resources for homeless and runaway youth have been a featured subject.

Youth program vendors will continue to partner with a variety of organizations serving youth experiencing homelessness and runaway youth, including the Ramsey County Social Services Youth Engagement Program (YEP) unit, which refers truant and runaway youth directly to vendors. Moreover, during the youth programs vendor selection process in 2022, WFS sought partners that specialized in serving opportunity youth and Face to Face was selected as a WIOA Youth vendor. Face to Face is a Saint Paul-based organization which has served youth experiencing homelessness since 1972 and is deeply connected to the homeless youth community through their drop-in center, Safe Zone, comprehensive medical care, mental healthcare, housing support, case management, employment training and support, and other social services. So, the addition of integrated employment and training resources will only increase the ability of these young people to address their holistic needs.

### **Youth involved in the juvenile justice system**

WFS continues to deepen a partnership with both Ramsey County Community Corrections and their contracted community service providers to better serve youth and young adults who have experienced the justice system. Currently, Community Corrections and some of the community partners complete direct referrals to vendors for employment and training supports, and staff from all parties participate in planning more extensive, integrated programming. Meanwhile, WFS promotes these services to juvenile and adult probation officers, and the contracted community-service providers who support these young people, at bi-monthly youth supports orientations, quarterly Creating Meaningful Connections sessions, and other information sessions.

Ramsey County has been a leader in juvenile justice reform since 2005, with WFS recently joining these efforts to better incorporate employment and training opportunities. WFS is excited to elevate its existing youth program partnerships, like the one with Hired, into this justice work. Hired is not just a WIOA Youth and MYP vendor, but a provider with many years of experience serving justice involved youth, including previous efforts at the former Ramsey County residential treatment facility, Boys Totem Town, as well. Because of their experience in – and specialized programming for – supporting justice-involved youth, Hired was brought in as a partner in the Ramsey County Attorney Office’s new [Community Emergency Response Team \(CERT\)](#) that diverts young people with non-violent offenses to supports and services, as opposed to imprisonment. Another new vendor, YouthPrise, is also leveraging MYP resources to support youth at-risk or system-involved with specific occupational and work-readiness training and case management.



The county is also working on juvenile justice reform through [Transforming Systems Together](#) (TST); a shared decision-making initiative of community members and Ramsey County personnel tasked with rethinking the county’s approach to service delivery and local investment – primarily as they pertain to criminal justice reform with opportunities for innovative upstream strategies. A [Youth Advisory Council \(YAC\)](#), which is entirely composed of young adults, is also part of the TST initiative. As such, the YAC not only shares an equal voice in systems-change discussions but provides valuable insight to youth-oriented priorities. WFS is a proud member of the TST work and the WIB Youth Committee are given regular updates on its relevant work.

Lastly, WFS will facilitate connections between vendors and Ramsey County Community Corrections to ensure that youth are referred to the appropriate employment and training program (including WIOA and MYP). This effort began in early 2023, and will continue in 2024, with the re-launch of the ARPA-funded program Power Within Us. Power Within Us is a partnership between WFS, Community Corrections, Second District Judicial Bench, and the Transforming Systems Together Youth Advisory Council, that brings aligned- and immediate-employment and training resources to young people on probation through regular, intentionally created opportunities for young people to decide their own outcomes. Youth participation is voluntary, but all County partners, especially judges, will promote the program to their youth served population.

### **Youth with disabilities**

WFS partners with Minnesota Vocational Rehabilitation Services (VRS), to serve youth and young adults with disabilities. This includes connecting some of their clients with and subsidizing paid summer internships. Additionally, management from VRS sit on both the WIB and the WIB Youth Committee.

### **Teen parents**

WFS will continue to leverage internal partnerships with the Minnesota Family Investment Program (MFIP), and Ramsey County Public Health’s Club Mom and Nurse Home Visiting Program to connect young parents with additional supports through employment and training programs. WFS also works closely with Saint Paul Public Schools, specifically Agape and their school for student parents. More narrowly, department planners work carefully with WIOA Youth and MYP vendors to determine how to most effectively process these referrals and ensure that this population is matched to an appropriate supports and training organization. And lastly, as one of the four core “opportunity youth” populations, workforce training and supports for pregnant and parenting youth will be featured during a quarterly Creating Meaningful Connections information session.

### **Youth of color and other under-served, under-represented youth populations**

One of Ramsey County’s strategic priorities is to “Advance race and health equity and shared community power”. This priority influences all the decisions made in the planning and delivery of youth employment programs. One major example of its influence came in the selection priority of WFS’s current vendors, each of whom have proven experience in providing culturally specific services to youth of color, specifically in the Black, Hmong, Karen, East African and

American Indian communities. In 2023, more than 88% of the youth served by these organizations were people of color.

17. Describe how the Work Readiness Indicator will be implemented for youth participants and whether this is used for WIOA participants, MYP participants, or both. If the WDA uses a standardized form for measuring and documenting work readiness skills, please attach a copy.

- Approach to assuring work readiness skill attainment for youth participants.
- Approach to assuring that the worksite supervisor evaluates work readiness skills of youth participants, including a process for documenting the employer's evaluation of the youth participant's work readiness skills.

WFS supplies a [Work Readiness Indicator Tool](#), developed by Wilder Research and the Sundance Family Foundation, to all youth vendors who coordinate subsidized work experiences. The tool asks young people to assess their own work-readiness, both before starting and after completing their work experience, according to their level of agreement with fourteen "I can" statements on fundamental workplace competencies. As a before-and-after assessment, the Work Readiness Indicator Tool documents participants' growth over the course of the work experience. Additionally, the retrospective prompts in this tool have been blended with DEED's WIOA Youth/MYP Customer Satisfaction Survey, to provide an annual check-in on both personal growth and perceived program quality, regardless of whether the participant has completed their training program. Beyond this, WFS requires youth vendors to complete a Work Experience Learning Plan with each participant, identifying their individual goals for the experience. Completed Learning Plans are then shared with the participant's work experience supervisor, to inform them of the youth's desired growth areas.

Equally important to youth participants' internally perceived growth is their supervisor's evaluation of that growth in the context of the work experience. As such, WFS requires youth vendors to submit a supervisor review for every participant who completes a work experience. Additional supervisor reviews, performed throughout the work experience, are permitted – so long as at least one review takes place after the experience has ended. And although WFS does not provide vendors with a uniform template for this review, Department staff performs monthly audits on youth participant files, to ensure evaluations are consistent and being completed, and will supply example templates if issues arise.

18. If the WDA is planning to provide Outreach to Schools activities as a component of MYP in SFY 2025, please provide an overview and anticipated goals/objectives.

Ramsey County has invested ARPA funds to support school partners and high school students. Examples of this investment already include a School Affiliate Partnership program in which the county has assumed a larger role in organizing job fairs, career exposure events, and other professional networking services for students at partner schools in Ramsey County. Additionally, the county provides individualized employment barrier reduction supports to

students, such as funds for a work uniform, bus cards until first paycheck, and a holistic driver's license attainment program to enable and encourage these young people pursue higher-paying employment opportunities.

Beginning in Q1 of 2024, Ramsey County Workforce Solutions will support and add to these efforts by hiring a new staff member dedicated solely toward Outreach to Schools programming. This Outreach to Schools Program Specialist is responsible for cultivating relationships with school staff, particularly guidance counselors, college and career specialists, and career and technical education personnel. Their duties will include disseminating information about the Job Ready Supports program to schools, reviewing applications received through the shared Outlook mailbox, and collaborating with finance staff to facilitate Job Ready Support requests, including the distribution of gift cards and payments to vendors. Additionally, the specialist will participate in school events such as career fairs and class presentations to link students with workforce programs.

19. Describe Youth-Focused Innovations/Best Practices, including (but not limited to):

- Attach the Shared Vision for Youth Blueprint to identify local interagency partnerships which serve the neediest youth and address the “opportunity gap”, “achievement gap”, and disparities in the workforce. (See Attachment 3)

See below. Greater detail is provided in Ramsey County's Blueprint for Shared Vision for Youth, located on Pages 38-39 of this document.

- Private sector internships, on-the-job training, mentoring, job shadowing, pre-apprenticeship or apprenticeship training.

In 2023, WFS demonstrated a wider variety of work-based learning opportunities for young people than ever before with the help of new youth service vendors and new ARPA investment opportunities. This growth in youth programming capacity enabled WFS and its partners to approach service delivery in new, innovative, and exciting ways including apprenticeship-like programs that blend external, private employer internships with in-house, paid professional-skill development and occupational skill training. Such innovations were necessary to attract and retain youth participants, given the relative ease of obtaining entry-level employment this year. Youth programming needed to offer not only opportunities for skill building and credential attainment, but competitive pay as well.

Nevertheless, regardless of whether young people choose to enter the private job market or enroll in a workforce training program, WFS wanted to ensure that the youth and young adults' supervisors are adequately prepared and willing to support their unique needs. Ramsey County and the city of Saint Paul began offering countywide training for all managers working in industries that employ young people. Going forward, WFS expects these employers to share a greater understanding of not only the challenges that young people face in the workplace, today, but what resources are available to help them.

Lastly, labor market statistics inform WFS that those jobs that require minimal or no post-secondary education/training, which are readily available today, are projected to have more

workers than opportunities in the next ten years. Therefore, WFS is committed to leveraging its resource base to provide sufficient educational opportunities, blended with work-based learning, to shift young people into promising pathways that provide a brighter economic outlook both for the individual worker and our county's workforce.

- Pre-Employment Transition Services (Pre-ETS) project, if appropriate.
- N/A
- Strategies implemented during the Disability Employment Initiative including Integrated Resource Teams (IRTs); expanded collaboration with local partners, including Vocational Rehabilitation Services (VRS); and activities related to the "Guideposts for Success" such as employability skills/work experience, career preparation, leadership development, family engagement, and connecting activities.

Although Ramsey County (WDA 15) was not one of the Workforce Development Areas selected to work on the Disability Employment Initiative, strengthening services for young people with disabilities remains a local priority. Workforce Solutions, specifically, connects with Vocational Rehabilitation Services (VRS) as the primary method of ensuring that youth with disabilities receive adequate and appropriate services. And, to adapt and expand the Department's current practices, Workforce Solutions will host a Creating Meaningful Connections session on best practices in service young people with disabilities – as suggested by one an MYP vendor, Tree Trust.

- Strategies for coordinating with after-school and out-of-school time programming.

WFS works closely with the out-of-school time networks for both Saint Paul (Sprockets) and suburban Ramsey County (Suburban Ramsey Family Collaborative). WFS partners with both groups to supply high school out-of-school time providers with youth workforce information and resources, primarily regarding summer employment opportunities. One example of these collaborations so far is an ongoing series of discussion sessions with and material distribution to local youth workers about employment programs that are available to them through Sprockets, the city of Saint Paul, and WFS.

- Connections with MFIP and SNAP partners to assure policy alignment for youth under age 25.

Beyond DEED-supported youth programs, WFS is also the county's provider of MFIP and SNAP Employment & Training services. Additionally, WFS is the sole provider of MFIP Employment & Training supports for parents ages 25 and younger within Ramsey County. As such, department staff and programs are well-positioned for in-depth coordination. WFS has used and will continue to use its exclusive networks of communication and coordination to align policies, procedures, and best-practices for serving young people under the ages of 25, as well as to provide young adult MFIP and SNAP recipients with the county's full host of support services.

20. Describe the WDA's approach to making each of the 14 required youth Program Elements available to participants in WIOA [P.L 113-128, Sec 129(c)(2) and individually

defined and discussed in the final rules at 20 CFR 681.460] by completing the WIOA Youth Program Elements Checklist below. Also respond to the following for each of the 14 required elements:

- a. If the element is provided by another agency (or agencies) describe how the WDA ensures participants are receiving appropriate service levels.
- b. Summarize whether or not WIOA youth funds are used, and/or other funding sources are braided or blended to offset some (or all) of the cost of delivering that particular service.
- c. Summarize how the required program element is delivered to participants and any “best practices” associated with that element.

Details of service provision are located in the WIOA Youth Program Elements Checklist on pages 29-34 of this document.

# WIOA Youth Program Elements Checklist

Program Element	How Each Program Element is Offered							How program element is coded and entered in MIS
	In House	Partner Agreement			Provider Name(s)	Supporting Documentation	Notes	
		Contract	MOU	Other				
1. Tutoring, study skills training, instruction, and dropout prevention	No			X	Local Public School Districts Local Private Schools Local Charter Schools	A plan for this program element is noted in the participant's ISS, and provision is detailed in Workforce One Case Note(s)	Delivered by trained educators and often in individualized settings.	Study Skills Training/Tutoring Activity in Workforce One
2. Alternative secondary school services or dropout recovery services	No	X		X	Goodwill Easter-Seals Change Inc. City Academy ABE Providers	A plan for this program element is noted in the participant's ISS, and provision is detailed in Workforce One Case Note(s)	Delivered by trained educators in both individualized and group settings.	Alternative Secondary School Services Activity in Workforce One
3. Paid and unpaid work experiences	No	X			Goodwill Easter-Seals of MN Hired Face 2 Face Change Inc. Urban Boat Builders Tree Trust	A plan for this program element is noted in the participant's ISS and Worksite agreement, provision is detailed in	Participant is matched with agency that is appropriate fit to their skills and interests. Learning objectives are set	WEX Activity in Workforce One

					Restoration for All Hmong American Partnership	Workforce One Case Note(s)	prior to experience and evaluated at completion.	
4. Occupational skill training	No	X		X	Community-Based Agencies Local Post-Secondary Secondary Institutions Tree Trust Urban Boat Builders Goodwill-Easter Seals of MN Hmong American Partnership Hired Face 2 Face	A plan for this program element is noted in the participant's ISS, and provision is detailed in Workforce One Case Note(s)	Participant choice of training is critical to the completion and success of the element.  Paying participants for training time via stipend or other form of payment allow participants to engage in continuing education.	OST Activity in Workforce One
5. Education offered concurrently with workforce preparation for a specific occupation	No			X	Community-Based Agencies Local Post-Secondary Institutions ABE Providers	A plan for this program element is noted in the participant's ISS, and provision is detailed in Workforce One Case Note(s)	Participant choice of training is critical to the completion and success of the element.	Case-specific activity/activities in Workforce One (Examples: Workforce Preparation and Education, Classroom Training, Entrepreneurial Training, Non- Credentialed Training, Secondary School Classes, etc.)
6. Leadership development opportunities	No			X	Goodwill Easter-Seals of MN Hired	A plan for this program element is noted in the	Participant's choice and investment in this element is	Community Involvement & Leadership

					Face to Face Change Inc. Urban Boat Builders Tree Trust Restoration for All, Inc. Hmong American Partnership Community-Based Organizations	participant's ISS, and provision is detailed in Workforce One Case Note(s)	key. Must be offered to all youth, regardless of barriers.	Development Activity in Workforce One
7. Supportive services	No	X			Goodwill Easter-Seals of MN Hired Face to Face Change Inc. Urban Boat Builders Tree Trust Restoration for All Hmong American Partnership	A plan for this program element is noted in the participant's ISS, and provision is detailed in Workforce One Case Note(s), Support Service Tab entry, and uploaded Obligation form	See support service policy attached.	Staff Assisted Assessment Activity in Workforce One
8. Adult mentoring	No			X	Community-Based Agencies	A plan for this program element is noted in the participant's ISS, and provision is detailed in Workforce One Case Note(s)	Mentorship should not be provided by EGC and should include at least 12 months of mentor relationship with at least monthly contact between mentors and mentees.	Mentoring Activity in Workforce One
9. Follow-up services	No	X			Goodwill Easter-Seals of MN Hired	A plan for this program element is noted in the	Offered to all participants who are exiting (unless	Case-specific activity/activities in Workforce One



					Face to Face Change Inc. Hmong American Partnership Tree Trust	participant's ISS, and provision is detailed in Workforce One Case Note(s) and Follow-Up Tab entries	no contact can be paid). Provided for up to 12 months for the purpose of assisting with participants to remain successful.	(Examples: Planned Extended Leave, Remained in School, etc.)
10. Comprehensive guidance and counseling	No	X			Goodwill Easter-Seals of MN Hired Face to Face Change Inc. Urban Boat Builders Tree Trust Restoration for All, Inc. Hmong American Partnership	A plan for this program element is noted in the participant's ISS, and provision is detailed in Workforce One Case Note(s)	Scope of services provided does not include the provision of mental health, chemical health or housing supports, but rather appropriate referrals to qualified providers.	Career Counseling Activity in Workforce One
11. Financial literacy education	No	X		X	Goodwill Easter-Seals of MN Hired Face to Face Change Inc. Urban Boat Builders Tree Trust Restoration for All, Inc. Hmong American Partnership Community-based organizations	A plan for this program element is noted in the participant's ISS, and provision is detailed in Workforce One Case Note(s)	Multiple approaches to financial literacy, including curriculum that acknowledges historical disparities in wealth building	Financial Literacy Education Activity in Workforce One
12. Entrepreneurial skills training	No	X		X	Goodwill Easter-Seals of MN Hired	A plan for this program element is noted in the	Multiple approaches to training,	Entrepreneurial Training Activity in Workforce One

					Face to Face Change Inc. Urban Boat Builders Tree Trust Restoration for All, Inc. Hmong American Partnership Ramsey County Community & Economic Development Community based organizations	participant's ISS, and provision is detailed in Workforce One Case Note(s)	including curriculum that acknowledges historical disparities in entrepreneurial investment	
13. Services that provide labor market information	No			X	MN DEED Real Time Talent	A plan for this program element is noted in the participant's ISS, and provision is detailed in Workforce One Case Note(s)	One to one and group training when doing career exploration and work experience planning	Labor Market/In- Demand Employment Information Activity in Workforce One
14. Post-secondary preparation and transition activities	No	X		X	Local Public School Districts Local Private Schools Local Charter Schools ABE Providers Goodwill Easter-Seals of MN Hired Face to Face Change Inc. Urban Boat Builders Tree Trust	A plan for this program element is noted in the participant's ISS, and provision is detailed in Workforce One Case Note(s)	Delivered by trained educators in both individualized and group settings.	Transition to Post- Secondary Activity in Workforce One

					Restoration for All Inc. Hmong American Partnership			
WIOA Youth Program Element Section 129 (c)(2)		Is the element further described in Final Rule? If so, application citations	Relates to or overlaps with other program element?		Applicable PIRL Data Element Number(s)			
1. Tutoring, study skills training, instruction and dropout prevention		No	Program elements 2 and 4		1402			
2. Alternative secondary school services or dropout recovery services		No	Program element 1		1403			
3. Paid and unpaid work experiences		Yes, 681.600, 681.590, 681.480						
4. Occupational skills training		Yes, 681.540, 681.550	Program element 1		1300, 1302, 1303, 1306, 1307, 1308			
5. Education offered concurrently with workforce preparation and training for a specific occupation		Yes, 681.630	Program elements 2, 3, and 4		1407			
6. Leadership development opportunities		Yes, 681.520, 681.530			1408			
7. Supportive services		Yes, 681.570			1409			
8. Adult mentoring		Yes, 681.490			1410			
9. Follow-up services		Yes, 681.580	Program elements 7, 8, 11, 13, and 14		1412			
10. Comprehensive guidance and counseling		Yes, 681.580			1411			
11. Financial literacy education		Yes, 681.500			1206			
12. Entrepreneurial skills training		Yes, 681.560			1413			
13. Services that provide labor market information		Yes, 651.10			1414			
14. Postsecondary preparation and transition activities		No			1415			

## Attachment 1H

### **Workplan: Youth Program Service Delivery Design Addendum to Enhance Services to In-School Youth (ISY) Who Are Homeless or in Foster Care (Applies to WIOA Youth funded programs ONLY)**

**IMPORTANT NOTE:** The waiver granted by the U.S. Department of Labor to the State of Minnesota allows WDAs the option to enhance services to homeless, in-school youth and foster care youth who are in school and reduce the statutory requirement for OSY expenditures from 75 percent to 60 percent. If your WDA plans to implement this waiver please complete the following questions.

#### **Questions to be completed:**

1. Please describe your WDA's strategies for outreach and recruitment of homeless in-school youth and/or in-school youth in foster care.

According to Wilder Research, as of October 25, 2018, Ramsey County had 209 children and young adults (under the age of 24) who were in emergency shelter, transitional housing, or were unsheltered. Many of these youth and young adults are seeking employment, both for supplemental income and the increased stability that comes with relative-financial independence. To assist this group of job seekers, Ramsey County WFS developed four new strategies to connect with and recruit homeless in-school youth, both directly and through partners/other professionals already serving this population:

First, WFS is one of many stakeholders engaged in Heading Home Ramsey, a collaborative of community members, organizations, and government entities committed to eliminating homelessness in Ramsey County. Two planners on WFS's youth team represent the department at Heading Home Ramsey practitioner meetings, where they learn and share knowledge of resources for homeless and highly mobile families with other youth practitioners working in Ramsey County. This information is also relayed at both the quarterly Creating Meaningful Connections and Fostering Independence Grant (FIG) information sessions.

Second, Face to Face, an organization that primarily serves homeless youth, started as a new WIOA Youth vendor in April 2022. Face 2 Face provides street outreach, a youth drop-in center (Safe Zone) in Saint Paul, sexual, medical, and mental health supports. Through similar, formalized partnerships – including a co-created referral process – WFS hopes for even greater success in connecting homeless youth with employment supports.

Third, as a department of Ramsey County, WFS works closely with Ramsey County Social Services and Ramsey County Community Corrections, which administer child welfare, foster care, children's mental health, probation, and other supports for youth in the child protection system. These relationships are leveraged to connect WFS-contracted vendors to systems-involved youth, many of whom struggle with housing stability. WFS and Social Services also currently partner with Foster Advocates, an organization that supports foster youth with educational navigation, to provide additional and appropriate career supports to foster youth. Moreover, plans to bring additional

contracted and non-contracted partners into these interdepartmental collaborations will undoubtedly improve and expand service provision to homeless youths across Ramsey County.

Lastly, vendors will continue strengthening their connection with McKinney-Vento representatives and social workers at local high schools. With support from DEED and MDE, WFS will leverage connections with those representatives to increase referrals of homeless students to WIOA programs. Such efforts will build on existing relationships between vendor staff and schools, including those with St. Paul Public Alternative and Charter High Schools.

2. Identify school district(s) you would anticipate working with to recruit homeless, in-school youth and in-school foster care youth.

WFS does, and will continue to, work with all school districts with high schools in Ramsey County and those that provide educational services to residents of Ramsey County. Such schools include Northeast Metro District 916, Saint Paul Public Schools (ISD 625), North St. Paul-Maplewood Oakdale Schools (ISD 622), Mounds View Public Schools (ISD 621), White Bear Lake Schools (ISD 624), and Roseville Public Schools (ISD 623).

3. What services would you anticipate may need to be provided above and beyond what you are already offering?

First, WFS's vendors will prioritize all Homeless Youth Referrals, whether they come from a direct partner or an indirect referral source, to ensure that homeless youth are promptly contacted and connected with services. Second, WFS will discuss, periodically, with vendors (especially Face to Face, which specifically serves low-income and insecurely housed youth ages 11 to 24) whether Support Service spending caps should be extended for homeless youth, considering that the needs of this population are often greater than those with stable housing. Third, WFS will offer direct referrals or connections to other service providers in the county that serve homeless youth. This will be done primarily through partnerships with the new Office of Housing Stability within Ramsey County.

# MINNESOTA BLUEPRINT FOR SHARED VISION FOR YOUTH

## Interagency Projects Supporting Positive Outcomes for At-Risk Youth

**Vision:** “By age 25, Minnesota’s young people will be ready for the responsibilities and rewards of economic self-sufficiency, healthy family and social relationships, community involvement, stable housing and life-long learning.”

**MISSION STATEMENT:** *State and local agencies will collaborate to assure that Minnesota’s neediest youth will acquire the talents, skills, and knowledge necessary to ensure their healthy transition to successful adult roles and responsibilities.*

Outcomes				
Improve Transition Outcomes for Juvenile Offenders	Improve Transition Outcomes for Youth Aging Out of Foster Care	Improve Transition Outcomes for Youth with Disabilities	Prevent and End Homelessness	Reduce High School Dropout Rates
Strategies				
Take direct referrals from Juvenile and Adult Probation Officers in order to provide employment services.	Take direct referrals from Ramsey County Social Services, Child Protection Unit, Fostering Connections Unit and Permanent Connections Unit in order to provide employment services.	Make appropriate cross referrals to Vocational Rehabilitation Services to provide integrated employment supports.	Continue engagement as stakeholder in Heading Home Ramsey Coalition and other county-wide efforts to end homelessness.	Work with ABE and other K-12 partners will aide in exposing youth to services that can help in the attainment of GED and other credentials.
Adult Probation Restructure Program: Partner with Community Corrections to provide employment and training supports with the purpose of reduce recidivism and revocation for high risk, young adult offenders.	Support the work of Foster Advocates, an organization contracted with Ramsey County Social Services, to support foster youth with continued engagement in education, through additional career pathways information & referrals.	Continue guidance on best practices with those with disabilities by local Vocational Rehabilitation management on Workforce Innovation Board and youth Committee.	Continue engagement with Heading Home Ramsey workgroup focused on connecting youth experiencing homelessness with employment services.	
Engage with other stakeholder to guide Ramsey County Juvenile	Engage with other stakeholders to guide the work of Transforming		Contract with Face 2 Face to provide WIOA youth services to	Engage with other stakeholder to guide Ramsey County Juvenile

Outcomes				
Improve Transition Outcomes for Juvenile Offenders	Improve Transition Outcomes for Youth Aging Out of Foster Care	Improve Transition Outcomes for Youth with Disabilities	Prevent and End Homelessness	Reduce High School Dropout Rates
Strategies				
Detention Alternatives Initiative and other juvenile justice policy, procedure and systems reform.	Child Welfare to reduce the number of youths, and the racial disparities, who reach “aging out” without permanency.		youth experiencing homelessness who are also seeking supports including drop-in space, housing supports & health services.	Detention Alternatives Initiative and other juvenile justice policy, procedure and systems reform.
Take direct referrals form County Attorney’s diversion process of Community Response Team.				Take direct referrals form County Attorney’s diversion process of Community Response Team.

## [ATTACHMENT 2]

## Workforce Innovation Board – Action Plan

Youth Committee			
Action	Timing	KPIs	Strategic Areas
Support Ramsey County Youth Works! Initiative <ul style="list-style-type: none"> <li>• ARPA Funding</li> <li>• EDA Good Jobs Challenge</li> </ul>	On-going	Annual assessment	<ul style="list-style-type: none"> <li>• Systems Alignment, Support and Leadership</li> <li>• Employer Engagement</li> <li>• Systems Innovation</li> <li>• Culturally Responsive Leadership</li> </ul>
Gather nominations, evaluate, and present Vern Vick Award	Q3 2022	# of nominees	<ul style="list-style-type: none"> <li>• Systems Alignment, Support and Leadership</li> </ul>
Employer support strategies in partnership with City of Saint Paul: On-boarding, supervisor training, youth-employer advisory	2022	# of employers engaged	<ul style="list-style-type: none"> <li>• Systems Innovation</li> <li>• Employer Engagement</li> </ul>
Assess and grow committee membership <ul style="list-style-type: none"> <li>• Add youth member to the Youth Committee</li> <li>• Recruit more employers to the Youth Committee</li> <li>• Vern Vick Award winner join for the following year</li> </ul>	2022	# of youth members # of business members	<ul style="list-style-type: none"> <li>• Systems Alignment, Support and Leadership</li> <li>• Employer Engagement</li> </ul>
Monthly evaluation of Youth Dashboard and quarterly evaluation of performance outcomes	On-going	Performance outcomes	<ul style="list-style-type: none"> <li>• Systems Alignment, Support and Leadership</li> </ul>



## [ATTACHMENT 3]

**Ramsey County Request for Proposals ("RFP")****RFP #: JTPA0000003389****RFP Title: Workforce Youth Programming****Procurement Specialist Name: Andrew Greenlee****Procurement Specialist Email: [Andrew.greenlee@ramseycounty.us](mailto:Andrew.greenlee@ramseycounty.us)****Procurement Specialist Telephone: 651-266-8069****Procurement Specialist Fax: NA**

- a. Responses must be received by 2:00 p.m. Central time on October 30, 2021.
  - **THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.**
- b. General Contract/Agreement Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document in Section 3. Ramsey County has no obligation to place an order as a result of this inquiry.
  - **Solicitation Schedule**
- c. Listed below is the solicitation schedule. Actions with specific dates and/or times must be completed as indicated. If Ramsey County needs to change any of the dates and/or times, an addendum will be posted to DemandStar.

RFP Released:

Pre Solicitation Response Conference: TBD Central time, October 28, 2021

Pre Solicitation Response Conference Location: TBD

Contractor Questions Due:

Addendum with Answers to Questions Issued:

Solicitation Responses Due: October 30, 2021

Solicitation Public Opening:

Notice of Interviews:

Interviews:

Notice of Intent to Award:

Anticipated Contract Start Date: April 01, 2022

- **Solicitation Description**

Workforce Youth Programming

- **Pre Solicitation Response Conference**

- d. A non-mandatory pre solicitation response conference will be held at TBD Central time, on October 28, 2021 at TBD. The purpose of the conference is to discuss the work to be performed, answer questions, clarify ambiguities and respond to general issues in order to establish a common basis for understanding all of the solicitation requirements. Individuals needing an interpreter or individuals with a disability needing accommodation should contact the Procurement Specialist identified above prior to the date set for the pre solicitation response conference so that a reasonable accommodation can be made.

## Project Information

### 1.1. Purpose

Ramsey County (the "County"), through the Workforce Solutions Department, seeks proposals from qualified youth employment service providers to assist eligible youth and young adults to access employment, education/training, and/or support services to succeed in a competitive labor market and to match employers with the skilled workers they need to compete in the global economy.

WFS is seeking partners to provide a variety of workforce supports for youth and young adults. Because of funding stream complexities, these services will be delivered in components. Details about components can be found in "Scope of Services".

WFS is seeking partners to provide employment & training services for youth and young adults in Ramsey County. In particular, WFS is seeking opportunities to enhance services for youth and young adults that may be justice-involved, foster or former foster youth, black, indigenous and youth of color, and youth living in the suburbs of Ramsey County.

### 1.2. Background Information

#### Overview of Ramsey County, the Workforce Investment Board and WIOA

The Workforce Innovation Opportunity Act (WIOA) legislation was signed into law on July 22, 2014, which supersedes the Workforce Investment Act (WIA) of 1998 and amends the Wagner-Peyser Act and the Rehabilitation Act of 1973. New provisions in WIOA are intended to generate innovative, cross program approaches that align employment and training policies and funding to support integrated, comprehensive services that help low-skilled and low-income people including disconnected youth, under-employed adults and others with unique barriers to employment gain access to education, training, employment and support services needed to successfully enter and/or advance in the workforce.

Employment Services are authorized by the Ramsey County Board of Commissioners ("Board") and the Workforce Innovation Board of Ramsey County ("WIB"), which have joint responsibility for oversight and policy direction for workforce development services carried out under WIOA in the State of Minnesota's Workforce Development Area (WDA) #15. WDA #15 covers all nineteen cities of geographical Ramsey County, including the City of Saint Paul.

The Board is the fiscal agent for these services. The County assumes direct fiscal management responsibilities on behalf of the Board and receives the funds to provide Employment Services through its department WFS and contracted Employment Service Providers.

#### Community Engagement & Development of Proposals

In alignment with Ramsey County's strategic priority of "Advancing racial & health equity and shared community power", Workforce Solutions, in partnership with two paid consultants, completed a number of community engagements to inform the development of this Request for Proposals. Through community townhalls, a youth & young adult survey and two facilitated focused conversations about the future of youth employment services, Workforce Solutions gleaned a number of themes regarding what young people in Ramsey County want and need from services to support their education and career goals. Additionally, throughout the COVID emergency, Workforce Solutions completed a variety of listening sessions and evaluation of emergency youth and adult workforce programs. That input and information also deeply impacted the development of this solicitation. Workforce Solutions encourages all applicants to review these findings (located in Exhibit 1 – Section A) and use them to inform the response.

#### Workforce One

Workforce One is a state operated internet-based electronic case management system that is required to be used in all federal & state funded workforce development programs. This system includes electronic data collection and document storage to maintain case files. The state provides regular Workforce One basics training and Ramsey County will provide initial Workforce One training. After the initial Workforce One trainings, organizations will be required to provide the training to their own staff.

#### CareerForce Center

Workforce Solutions is an affiliate partner of the Minnesota CareerForce system. CareerForce operates a space at 540 Fairview Ave N, Suite 103, St Paul MN. Job seekers are invited into that space for career support, and connection to ongoing employment and training programs. Youth and young adult employment and training programs must be represented at this site. Partner organizations should expect to provide program information to staff who work at the CareerForce site and possibly provide

services out of the location, when/if it is safe to do so. Beyond the physical CareerForce location, partners should also be prepared to coordinate with other workforce partners within the local workforce eco-system.

### Program Goals

The County is seeking partners to assist in achieving the goals of assisting youth and young adults with entering in-demand career pathways. Additionally, the Minnesota Department of Employment & Economic Development mandates the number of performance outcomes for youth and young adults served with state & federal workforce funds. These benchmarks may be slightly negotiated between WDAs, states and the federal Department of Labor, but have been stable for many years. Progress on these goals is tracked through entering mandated activities in Workforce One and does not need to be reported on separately.

- 75% of youth employed in quarter two after successful exit from program
- 73% of youth employed in quarter four after successful exit from program
- 62% of youth enrolled in training activities receive a credential within 12 months of exit from program
- 49% of participants in school or training have documented measurable skills gain
- Average earnings of \$3,700 for youth working after successful exit from program

## 1.3. Scope of Services

WFS seeks to partner with organizations to provide two types of employment & training programs, described as Program 1 and Program 2 below. Interested organizations must indicate which Program they propose to provide in Attachment A – Narrative and Budget Form. Organizations can propose to provide multiple Programs, but the programming and services proposed must be substantially different and the same participants should not be served by multiple programs. The differences in programming should be detailed in the Narrative Form, including participants served, program elements and service model.

Youth Services that result from this RFP will be paid for using a variety of funding sources, including but not limited to Federal and State workforce grants, foundation grants, Federal grants for COVID-19 relief and recovery, and Ramsey County levee funds.

### Requirements

The program requirements for Program 1 are more extensive and specific than the requirements for Program 2. For example, providers of services for Program 1 must provide *all* 14 program elements in accordance with WIOA requirements (as stated in the State Policy Manual).

Providers of services for Program 2 must only provide *some* (one or more) services in the areas of career exploration, career pathways supports, personal and/or professional development, and other education and employment supports; these services can include, but are not limited to, the services described in Program 2.

The County encourages organizations to propose to provide Program 1 if they have the capacity/resources to provide all the required services for Program 1 and the ability to comply with all federal WIOA requirements. The County encourages organizations to propose to provide Program 2 if they can provide creative, innovative employment & training that may not meet the more extensive and specific WIOA requirements included in Program 1.

### Program 1 – Traditional WIOA Youth Services

WFS is seeking partners to provide traditional youth and young adult employment & training services to eligible Ramsey County residents ages 14-24. These services should assist participants with achieving their individual education, employment & career goals. Federal regulation also dictates the performance outcomes of participants completing occupational and other recognized credentials.

Participant Eligibility- Additional details regarding participant eligibility can be located in [State Policy Manual](#) (chapter 2) or in the Exhibit.

In School Youth: Attending school AND not younger than age 14 or older than age 21 at time of enrollment AND low-income individual AND one or more of the following:

- Basic skills deficient
- An English language learner
- Justice-involved
- Experiencing/experienced homelessness
- Foster or former foster youth
- Pregnant or parenting

- An individual with a disability; OR
- An individual who requires additional assistance to complete an educational program or to secure or hold employment

Out of School Youth: Not attending school AND not younger than age 16 or older than age 24 at time of enrollment AND one or more of the following:

- Dropped out of school
- Low-income AND basic skills deficient or an English language learner
- Justice involved
- Experiencing/experienced homelessness
- Foster or former foster youth
- Pregnant or parenting
- An individual with a disability; OR
- An individual who requires additional assistance to enter or complete an educational program or to secure or hold employment

Required Supports & Activities- Additional details regarding required program elements can be located in [State Policy Manual – \(chapter 11\)](#) or in the Exhibit.

1. Recruit eligible participants into the program. The number of participants each service provider must enroll will be mutually agreed upon at the beginning of the program year. At a minimum, 60% of enrollments (and spending) must be for Out of School Participants.
2. Utilize agreed upon spending thresholds for cost categories, as described in Budget Form.
3. Collect all necessary participant information and perform all necessary assessments to enroll eligible participants as per eligibility guidelines.
4. Utilize a standardized assessment (such as TABE test) to determine, develop and mutually establish a Career Pathway based on current labor market information for each individual participant, as a part of the service plan.
5. Develop, in partnership with individual participant, a specific Individual Service Strategy (ISS) Plan for each participant that clearly defines intended outcomes (linking education or career), maps out a strategy to get to the outcomes, and ensures that the support will be available for each youth as they work toward achieving mutually agreed upon career pathway goals. A new plan should be developed at least every 365 days.
6. Develop and maintain active participant case notes in Workforce One with appropriate, on-time activity documentation, attendance records, and participant progress in the program. All case notes and additional documentation should be entered within 5 working days of activity being completed.
7. Retain basic demographic information on applicants who are not enrolled in the Program, through use of “Pending” status in Workforce One, including participant’s social security number, name, address, date of birth, age, phone number, email, veteran status, citizenship status and staff’s name.
8. Make all 14 required program elements (below) available to all participants. Details of program elements can be located in [State Policy Manual -chapter 11](#). This can be done either through internal sources, formal (paid) partnership & referrals, and/or informal (unpaid) partnership & referrals.
  - Program Element 1: Tutoring, study skills training, instruction and dropout prevention
  - Program Element 2: Alternative secondary school services or dropout recovery services
  - Program Element 3: Paid and unpaid work experience (minimum of 20% of total expenses must be spent on work experiences)
  - Program Element 4: Occupational skills training
  - Program Element 5: Education offered concurrently with workforce preparation and training for a specific occupation
  - Program Element 6: Leadership development opportunities
  - Program Element 7: Support services
  - Program Element 8: Adult mentoring
  - Program Element 9: Follow-up services
  - Program Element 10: Comprehensive guidance and counseling (note: NOT general case management & career counseling)
  - Program Element 11: Financial literacy education
  - Program Element 12: Entrepreneurial skills training
  - Program Element 13: Services that provide labor market information
  - Program Element 14: Postsecondary preparation and transition activities
9. Send an invoice to Workforce Solutions for any costs incurred by the 7<sup>th</sup> of each month. Program is a reimbursed based project. See section 3.3 of this RFP for more details. Advanced payments may be made in accordance with Ramsey County Vendor Advancement Policy. This policy is available upon request.

10. Return any open participant files and data to Workforce Solutions within 15 working days of completion of contract.

## **Program 2- Minnesota Youth Programs (Service Delivery)**

WFS is seeking partners to provide new, innovative, career pathway services and programming for eligible Ramsey County residents ages 14-24.

Participant Eligibility- Additional details regarding participant eligibility can be located on page 8-9 of the [State Youth Eligibility Handbook](#), “Minnesota Youth Program”. Eligible participants meet the following criteria:

- Between the ages of 14 and 24
- Be economically disadvantaged OR “at-risk”. “At-risk” participants are
  - Pregnant/parenting youth
  - Youth with limited English proficiency
  - Potential or actual dropouts
  - Justice-involved
  - Receiving public assistance and/or group home services
  - Youth with disabilities, including learning disabilities
  - Homeless or runaway youth
  - Chemically dependent or children of drug or alcohol abusers
  - Youth with basic skills deficiency
  - Youth with educational attainment one or more levels below grade level appropriate to age
  - Foster child

Required Supports & Services- Below are activities that are REQUIRED be included in Program 2. Activities may be provided to individual participants or in a cohort.

1. Recruit eligible participants into the program as per agreed upon enrollment goals.
2. Utilize agreed upon spending thresholds for cost categories, as described in Budget Form.
3. Collect all necessary participant information and perform all necessary assessments to enroll eligible participants as per eligibility guidelines.
4. Utilize a standardized assessment (such as TABE test) to determine, develop and mutually establish a Career Pathway based on current labor market information for each individual participant, as a part of the service plan.
5. Develop, in partnership with individual participant, a specific Individual Service Strategy (ISS) Plan for each participant that clearly defines intended outcomes (linking education or career), maps out a strategy to get to the outcomes, and ensures that the support will be available for each youth as they work toward achieving mutually agreed upon career pathway goals. New plan should be developed at least every 365 days.
6. Develop and maintain, Workforce One, active participant case notes with appropriate on time activity documentation, attendance, and participant progress in the program. All case notes and additional documentation should be entered within 5 working days of activity being completed.
7. Retain basic demographic information on applicants who are not enrolled into the Program, through use of “Pending” status in Workforce One, including participant’s social security number, name, address, date of birth, age, phone number, email, veteran status, citizenship status and staff’s name.
8. Provide career exploration, career pathway supports, personal **and/or** professional development and other education and employment supports. These services **may** also be culturally or population specific. Examples of these activities include:
  - a. Financial literacy education: providing information & training regarding budgeting, saving, credit, debt, understand financial products, protect from identity theft and more.
  - b. Entrepreneurial skills training: providing information, training & mentorship to participants interested in starting their own business, this may include creatively seeking and identify business opportunities; developing budgets and forecast resource needs; understanding various options for acquiring capital and the trade-offs associated with each option; communicating effectively and market oneself and one’s ideas and more.
  - c. Adult mentorship: mentorship can be delivered individually or in groups but should be for the purpose of developing a sustained relationship between the participant and the adult to support the participants personal or professional goals.
  - d. Occupational/career pathway training: training to be provided to participants for the purpose of either entering or advancing in a career pathway or in-demand industry, this training may lead to industry-recognized credentials.
  - e. Resource connection: provide information, exploration and training for participants where to location and how to connect with other supports and services available to them in the community, such as food support, housing support, mental health & wellness supports, etc.
  - f. Internships/work experience: provide subsidized internships and other on the job learning opportunities for participants.

9. Send an invoice to Workforce Solutions for any costs incurred by the 7<sup>th</sup> of each month. Program is a reimbursed based project. See section 3.3 of this RFP for more details. Advanced payments may be made in accordance with Ramsey County Vendor Advancement Policy. This policy is available upon request.
10. Return any open participant files and data to Workforce Solutions within 15 working days of completion of contract.

## General Requirements and Considerations for Program 1 & Program 2

### Partnerships & Other Resources

WFS encourages organizations to develop partnerships and leverage other resources to ensure that youth and young adult participants are served using a wholistic method. This includes leveraging in resources to support food, housing, mental health and other basic needs of participants. Additionally, all partners should expect to participate in a variety of Ramsey County Workforce events, including Workforce Innovation Board meetings & committees, technical assistance training, and monthly and quarterly meetings with Workforce Solutions staff.

### Internships & Subsidized Work Experiences

Organizations applying to provide services in Program 1 must be prepared to administer subsidized work experiences for youth and young adult participants. If an organization is proposing to provide subsidized internships or work experiences in Program 2 they must also be prepared to administer payroll for participant. Subsidized participant internships are a critical activity for youth employment & training services. This includes administering payroll, worker's compensation and other liability insurance and can be paid for with contract funds. Advances, including for youth and young adult payroll expenses, may be administered following Ramsey County's Advance Policy.

#### i.

- i. The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

#### ii.

- ii. The Contractor 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.

## 1.4. Contractor Qualifications

- Contractor's mission must align with the County's mission to grow a competitive workforce through programming aimed at meaningful and stable employment for youth and young adults.
- Contractor's team must be able to meet the unique employment & education needs of justice-involved, foster or former foster youth, Black, Indigenous, Youth & Young Adults of Color in Ramsey County and youth living in the suburbs of Ramsey County.
- Contractor's fiscal management and team must have demonstrated qualifications in accounting, reporting and monitoring programs.
- Contractor must have the ability to collect, protect and disseminate data utilizing Workforce One, Minnesota's employment services case management system.
- Contractor must have the ability to produce data reports and performance outcomes required by local, state and/or federal programs including indicators specified by the County.
- Contractor must have the ability to comply with all informal and formal monitoring requested by the County, the state or other monitoring entities, including providing fiscal and programmatic information.
- Contractor must participate in regular technical assistance provided by the County.

### b. Multiple Contractors

- ↳ Ramsey County reserves the right to contract with one or more Contractors based on the evaluation criteria stated in this solicitation.



## 1.5. Contract Term

- i.**
  - i. The term of the resulting Agreement is estimated to begin on April 01, 2022 and shall not exceed 5 years, including any renewal options.
- 1.**
  - 1. Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

## 1.6. Costs

- ii.**
  - ii. The resulting contract fee shall be a maximum not to exceed, threshold and rates to be determined.

### 1.6.1.

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the Work.

- iii.**
  - iii. The contractor is understood to have included in its response price any *applicable* State or Federal sales, excise or other tax on all materials, supplies and equipment that are to be utilized. Do not itemize tax separately.

### **c. Subcontractors**

- ↪ Subcontractors may be used to perform work under the resulting contract.

## 1.7. Special Conditions

### 1.9.1 Additional Services

During the term of the contracts that result from this RFP, the County reserves the right to add additional funds and additional youth programs and services or reduce funds and youth being served, via written amendment, to accommodate unanticipated needs, accidental omissions, new service offerings, or changes in funding. In the event that additional funds or services are added or removed, funding information, requirements, and other updates will be added to the contract via written amendment.

Some or all of the payments under this Agreement may be made from federal funds obtained by the County through COVID-19 emergency relief and recovery efforts. In the event this type of federal funding is utilized, the Contractor will be notified of associated award details, performance requirements and updates consistent with federal Uniform Administrative Requirements.

### 1.9.2 Communications and Marketing Requirements

All publications or presentations related to the Purchased Services and produced by the Contractor must be pre-approved and shall include the County's new logo and the statement, "...funded by [or "funded in part by", as appropriate] Workforce Solutions, a department of Ramsey County" The County shall provide the Contractor with an electronic version of the County's logo.

All information released to the media regarding the Purchased Services shall state that the program is, "...sponsored and administered by Workforce Solutions, a department of Ramsey County, and operated under contract by" the Contractor.

All brochures, publications, presentations, media releases and other written materials produced by the Contractor relating to Purchased Services must be pre-approved by County management or planning staff.

If the Contractor applies for or partners with other agencies for grant funding that involve data or information about the population served through the Purchased Services, Contractor agrees to notify the County thirty (30) days in advance of the grant application. If the Contractor desires to conduct or publish any research, or to speak or present at professional conferences, involving such data, the Contractor agrees to notify the County thirty (30) days prior to conducting or publishing such research or applying to present at any conferences.

The Contractor must notify the County a minimum of thirty (30) days in advance when facilitating workshops, seminars, conferences or webinars and participating in research or research studies relating to Purchased Services. The distribution of publications pertaining to programs or project outcomes and evaluation results directly related to Purchased Services must be pre-approved by County management staff.

### **1.9.3 Monitoring Requirements**

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services and mandated by the Federal, State or County grant administration. This includes any outside audit that includes grant management and procurement policies and procedures related to procuring support services for customers. Such information shall be furnished within a reasonable period, set by the County and outlined in the negotiated contract, upon request.

Contractor's underspending at the end of the contract year will automatically revert back to the County. WFS reserves the right to pull back funds due to underspending at any time during any contract year and re-allocate funds.

The County reserve the rights to monitor files for each Contractor, require Contractor to provide results of internal monitoring to the County bi-monthly, conduct at least monthly continuous improvement reviews, require improvement plans or corrective actions when appropriate.

The Contractor 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, Contractor shall be responsible for ongoing monitoring of its subcontractors if subcontractors are part of the approved work plan.

The Contractor 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. The accounting system must clearly state the fiscal processes and internal controls for cash and cash in-kind items.

The Contractor shall maintain an accounting policy and procedure manual as part of a sound financial accounting system.

### **1.9.4 Background Check Requirements**

The Contractor shall ensure it has a Background Studies policy in place and shall perform background studies on all staff, volunteers and contractors who may have contact with clients or client families. Contractor shall maintain records of completed and passed background studies. Contractor's background studies policies and records of completion shall be made available to the County upon request.

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## **General Solicitation Standard Terms and Conditions**

### **1.8. Solicitation Process**

i.

- i. The County will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation.



**ii.**

- ii. All communications during the solicitation process shall be directed to the Procurement Specialist as identified on the first page of this solicitation. Contractors shall not have contact with any other County employees, elected officials, community representatives, County consultants and/or other contractors associated with the solicitation at any time during the procurement process. Violation of this provision may disqualify the contractor from consideration.

**iii.**

- iii. The County expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all responses, and to waive any informalities or irregularities in the responses as may be deemed in the best interest of the County.

**d. Solicitation Questions**

- ⌋ All questions concerning this solicitation shall be submitted in writing to the Procurement Specialist at the email address listed on the first page of this solicitation document.

**e. Solicitation Addenda**

- ⌋ Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

**f. Collusion**

- ⌋ Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, County employees, County consultants or County Board members. Evidence of such activity will result in rejection of the solicitation response.

**1.9. Solicitation Response Content Checklist**

Contractors shall include the following forms and information in their solicitation responses. Responses, including all content listed below, should be a maximum of 20 pages.

**i.**

- i. Completed Solicitation Response Form, attached.

**ii.**

- ii. Completed Contractor Information and Reference Form, attached.

**1.9.1.**

A completed Attachment A – Narrative and Budget Form

**iii.**

- iii. Any exceptions to the General Contract/Agreement Terms and Conditions must appear in the Contractor's proposal under a separate section titled "Exceptions", with proposed alternate language or deletions. The County has no obligation to accept or agree to any such exceptions requested by a Contractor. Even if there are no exceptions, a statement must be provided.

**iv.**

- iv. Completed Lobbying Certification Form, attached.

**1.10. Response Submission**

Contractors must submit the solicitation response electronically on Demandstar.com. Proposal responses must be uploaded no later than 2:00 P.M., Central time, on October 30, 2021. Faxed, delivered, emailed, and oral solicitation responses will not be considered. The Contractors' names will be read at public opening. If you wish to hear the names, please join the zoom meeting at 2:01 P.M., Central time, on October 30, 2021, using the following link:

<https://zoom.us/j/102575333?pwd=dDA2Rnk4MEtIVW9DS3k4cUpIRDJlQT09>

## 1.11. Solicitation Response

- v.
- v. Upon submission, a solicitation response becomes the property of the County and will not be returned. The County retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minn. Stat. §13.591 governing data practices.

### 1.11.1.

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

#### g. **Conditioning Solicitation Responses Upon Other Awards Not Acceptable**

- └ Solicitation responses conditioned upon receiving award of both this particular contract being solicited and another County contract shall be rejected.

## 1.12. Solicitation Response Mistakes

- i.
- i. A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initialed by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to the County will prevail.
- ii.
- ii. Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.
- iii.
- iii. If the solicitation response includes a unit price calculation and the Contractor has made an error when calculating the extended price, the unit price shall be used for contract award.

## 1.13. Evaluation and Selection Process

#### iv. **Creation of Evaluation Team**

- iv. The County shall create an Evaluation Team composed of scorers and contributors. The Evaluation Team scorers will consist of County employees, or community representatives who represent different backgrounds, experience, subject matter, and departments. The Evaluation Team contributors may consist of County employees, community representatives and County consultants. Contractors can only communicate with the County Procurement Specialist. Exceptions include interviews/demonstrations, site visits/e-visits or upon Notice of Intent to Award. Violation of this provision may disqualify the contractor from further consideration.

### 1.13.1.

The Evaluation Team shall evaluate the written solicitation responses using the following Evaluation Criteria, with the identified maximum points values:

#### 🕒 **Evaluation Criteria and Maximum Points Value**

- 15 Contractor Qualifications (experience, training, technical and professional ability)
- 30 Quality of proposed services/programs
- 15 Recruitment and enrollment/intake plan
- 10 Resources for wholistic services to participants

15 Ability to serve BIPOC, justice-involved, foster or former foster, and/or suburban youth & young adults in Ramsey County.  
 15 Plan for accountability to youth and young adults being served.

1. **100 Total Possible Points**

### **1.13.2. Optional Contractor Interviews/Demonstrations**

#### **1.13.2.1.**

The County reserves the right to interview any or all proposers, or to require a demonstration at its discretion. The County is not responsible for any costs incurred by the proposer in preparing for or participating in an interview or demonstration.

#### **1.13.2.2.**

If interviews or demonstrations are required, Contractors selected shall be given enough time to make necessary preparations and travel arrangements. All Contractors interviewed shall be given the same amount of time for the interview.

#### **1.13.2.3.**

An additional 100 points are allocated to interviews and/or demonstrations. The department determines how the points are to be split between interview and demonstration, if both are conducted.

### **1.13.3. Optional Site Visits/E-Site Visits**

#### **1.13.3.1.**

The County reserves the right to conduct site visits or e-site visits with any or all proposers. The County is not responsible for any costs incurred by the proposer in relation to a site visit or e-site visit.

#### **1.13.3.2.**

If site visits or e-site visits are required, Contractors selected shall be given enough time to make necessary preparations and arrangements. All Contractors selected shall be given the same amount of time for the site visit or e-site visit.

#### **1.13.3.3.**

An additional 100 points are allocated to site/e-site visits if conducted.

#### **1.13.3.4.**

Departments may choose to conduct a site visit at the proposers' premises or an e-site visit using video conferencing as long as the same type of visit is used for all proposers.

### **1.14. Selection of Contractor**

The responsible and responsive contractor that scores the highest combined score for the evaluation response, interview/demonstration (if requested by the County), and the site visit/e-site visit (if requested by the County) will be issued a Notice of Intent to Award Letter.

#### **1.14.1.**

The County is not bound to accept the lowest cost.

#### **1.14.2.**

The County reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of Contractors as the County deems to be in its best interests.

#### **v.**

- v. The County reserves the right to request any additional information at any stage of the solicitation process. Compliance shall be at the contractor's expense.

### **1.15. Notice of Intent to Award**

The following must be submitted in response to a Notice of Intent to Award Letter within 10 business days:

**vi.**

vi. Taxpayer Identification Number and Certification, I.R.S. Form W-9

**vii.**

vii. All Contractors, with the exception of sole proprietors, shall be properly registered with the State of Minnesota prior to contract award. A Contractor whose main office is not in the State of Minnesota must register with the State of Minnesota as a foreign vendor.

**viii.**

viii. Certificate of Insurance (COI)

#### **1.15.1.**

Financial Review Form

#### **h. Public Notice**

- └ The County uses DemandStar to release competitive solicitations and associated addenda. Subscription to DemandStar is free by following the [DemandStar Registration Instructions](#). Contractors may contact DemandStar directly by calling 206-940-0305 or email at [demandstar@demandstar.com](mailto:demandstar@demandstar.com). Solicitations shall be published in the County's official newspaper as required by state statute.

### **1.16. Trade Secret Information**

#### **i. Trade Secret Information Caution**

- i. Solicitation response data marked as, for example, "confidential" or "proprietary" or other similar designation, will not be considered by the County to be Trade Secret Information within the meaning of Minnesota Statutes Chapter 13 unless the data meet the criteria set forth in Section 13.37, subd. 1(b)

#### **ii. No Contingency**

- ii. The solicitation response shall not be contingent on the County accepting the contractor's claim that certain data is Trade Secret Information within the meaning of Minnesota Statute Section 13.37, subd. 1(b)

#### **iii. Trade Secret Information Review**

- iii. County review of data identified as Trade Secret Information will not occur unless and until such time as an appropriate request for the data is made by a third party

#### **iv. Notice of Request for Trade Secret Information**

- iv. At such time as an appropriate request for data identified in a response as Trade Secret Information is made, the County will provide the responder with notice of the request for the Trade Secret Information

#### **i. Only One Solicitation Response Received**

- └ If only one solicitation response is received, an award may be made to the single Contractor if the County finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

### **General Contract/Agreement Terms and Conditions**

#### **j. Contract Term and Schedule**

- └ Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

## **1.17. Payment**

### **i.**

- i. No payment will be made until the invoice has been approved by the County.

### **ii.**

- ii. Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

## **k. Application for Payments**

### **1.17.1.**

The Contractor shall submit an invoice by the 7th of the month..

### **i.**

- iii. Invoices for any goods or services not identified in this Agreement will be disallowed.

### **ii.**

- iv. Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

### **iii.**

- v. Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

### **iv.**

- vi. Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

### **v.**

- vii. The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

## **l. Independent Contractor**

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

## **m. Successors, Subcontracting and Assignment**

### **i.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

### **ii.**

- i. The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

**iii.**

- ii. The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

## **n. Compliance With Legal Requirements**

**i.**

- iii. The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

**ii.**

- iv. Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

## **1.18. Data Practices**

**iii.**

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

**iv.**

- vi. The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

## **1.19. Security**

**v.**

- vii. The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

**vi.**

- viii. Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such

other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

**vii.**

- ix. Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

**viii.**

- x. The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

**ix.**

- xi. All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

**o. Indemnification**

- ii. The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

**p. Contractor's Insurance**

**i.**

- xii. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

**ii.**

- xiii. Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

**iii.**

- xiv. Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

**1.**

- 1. All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

**2.**

- 2. The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

**iv.**

xv. Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

**1.**

1. Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

**2.**

2. Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

**v.**

xvi. Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

**vi.**

xvii. An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

**vii.**

xviii. If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

**viii.**

xix. The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

**ix.**

xx. These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

**x.**

xxi. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

**xi.**

xxii. The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

**xii.**

xxiii. All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

**xiii.**

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.



xxiv.

**xiv.**

- xxv. A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

**q. Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

**r. Notices**

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

iv.

v. **County:** TBD

vi.

vii. **Contractor:** TBD

**s. Non-Conforming Services**

- viii. The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**t. Setoff**

- ix. Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

**u. Conflict of Interest**

- x. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

**v. Respectful Workplace and Violence Prevention**

- xi. The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

**w. Force Majeure**

- xii. Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

**x. Unavailability of Funding - Termination**

- xiii. The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

**y. Termination****i.**

- xxvi. The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

**ii.**

- xxvii. If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

**iii.**

- xxviii. The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

**z. Interpretation of Agreement; Venue****i.**

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

**ii.**

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

**aa. Warranty**

- └ The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

## bb. Infringement

- i. Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.
- ii. If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

## 1.20. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

### 1.20.1.

Contracts and subcontracts for more than the simplified acquisition threshold currently set at \$175,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- iii. Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non--Federal entity including the manner by which it will be effected and the basis for settlement.
- iv. **Debarment and Suspension (Executive Orders 12549 and 12689)**--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- v. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**vi.**

- vi. **Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)**--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

**cc. Debarment and Suspension**

- └ Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

**dd. Diverse Workforce Inclusion**

- └ For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:
  - └ 1. <http://www.JobConnectmn.com/>
  - └ 2. <http://www.ConstructionHiringConnection.com/>
- └ Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.
- └ Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.
- └ Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.
- └ Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.
- └ Additional assistance is available through [jobconnectmn@ramseycounty.us](mailto:jobconnectmn@ramseycounty.us) or call 651-266-6042.

**ee. Alteration**

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

**ff. Entire Agreement**

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

**Special Contract Terms and Conditions**
**1.21.**

\*\*\*Manually Add Special Conditions in this Section\*\*\*



**RAMSEY COUNTY**  
**SOLICITATION RESPONSE FORM**

**Solicitation Number: JTPA0000003389**

**Solicitation Title: Workforce Youth Programming**

**The following shall be completed by the Contractor:**

Contractor Company Name:

State the number of solicitation addenda received:

**PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM**

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

**Max NTE Information (Edit Section to add Pricing Detail): Complete Attachment A**

**ACKNOWLEDGEMENT**

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

**COLLUSION**

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, County employees, County Consultants or County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: JTPA0000003389

Solicitation Title: Workforce Youth Programming



## **RAMSEY COUNTY**

### **CONTRACTOR INFORMATION AND REFERENCE FORM**

Ramsey County requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response may result in rejection of the Contractor's solicitation response.

**Company Information:**

- Contractor Name:
- Name of CEO or Company President:
- Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Is your company a Certified Small Business Enterprise?
- If yes, what is your certification number?
- Is your company a Veteran Small Business Enterprise?
- If yes, what is your certification number?

**Solicitation Response Contact:**

- Name:
- Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:

Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

- First Reference

1. Company Name:
2. Contact Name and Title:
3. Telephone Number:
4. Email Address:
5. Address:
6. City:
7. State:
8. Zip Code:
9. Description of Work Completed:

- Second Reference

1. Company Name:
2. Contact Name and Title:
3. Telephone Number:
4. Email Address:
5. Address:
6. City:
7. State:
8. Zip Code:
9. Description of Work Completed:

- Third Reference

1. Company Name:
2. Contact Name and Title:
3. Telephone Number:
4. Email Address:
5. Address:
6. City:
7. State:
8. Zip Code:
9. Description of Work Completed:



**RAMSEY COUNTY**  
**CONTRACTOR APPLICATION FOR DESIGNATION OF**  
**TRADE SECRET INFORMATION FORM**

**Solicitation #**

**Solicitation Title**

The submitted solicitation response data includes Trade Secret Information that we, the contractor, believe to be classified as nonpublic (relating to a non-person) or private (relating to a person) information under §13.37 of the Minnesota Government Data Practices Act.

As such, we are requesting that certain provisions of our submitted solicitation response data as indicated below, be treated as Trade Secret Information data and that any request for access to the data be handled in accordance with state law and the provisions of Ramsey County Policies and Procedures. We agree to indemnify and hold Ramsey County harmless from any damages arising out of the release of any materials or data unless they are specifically identified on this Trade Secret Information Form.

**Section**

**Page #**

**Topic**

**Classification Justification**

We understand that a decision regarding this request will be made by Ramsey County. We agree to indemnify and hold Ramsey County, its agents and employees, harmless from any claims or causes of action relating to the County's withholding of data based upon reliance on the above representations including payment of all costs and attorney fees incurred by the County in defending such action.

We further understand that solicitation response data marked as, for example, "confidential" or "proprietary" or other similar designation, will not be considered by Ramsey County to be Trade Secret Information within the meaning of Minnesota Statutes Chapter 13 unless the data meet the criteria set forth in Section 13.37, subd. 1(b).

Company Name

Name and Title of Authorized Preparer

Signature

Date





## **Contractor Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Contractor Name

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Program

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Signature of Certifying Official

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Print Name

---

Title

---

Date

Solicitation Number: JTPA0000003389

Solicitation Title: Workforce Youth Programming



**RAMSEY COUNTY**  
**NO SOLICITATION RESPONSE FORM**

**Ramsey County strives to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.**

- ☐ 1. We did not feel we could be competitive.
- ☐ 2. Insufficient time to respond.
- ☐ 3. We did not have sufficient staffing to complete the solicitation response.
- ☐ 4. Other (350 character limit):

Contractor Name:

Contact Name:

Telephone Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: JTPA0000003389

Solicitation Title: Workforce Youth Programming

**Organization Information**
*Name of organization*
*Legal name, if different*
*Address*
*City, State, Zip*
*Employer Identification Number (EIN)*
*Phone*
*Fax*
*Website*
*Name of contact person regarding this application*
*Title*
*Phone*
*E-mail*
**Project Information**

Please give a 3-5 sentence overview of your organization and previous work you have completed with youth & young adults.

	<b>2022-2023</b>
Total # of Planned Youth Served, Annually	

**Budget**

Total of Request :

\$

Below is list of required contractor qualifications. Please check each indicating that your organization understands and has capacity to fulfil the obligation.

- ☐ Organization must be able to meet the unique employment & education needs of justice-involved, foster or former foster youth, Black, Indigenous and Youth & Young Adults of Color in Ramsey County and youth living in the suburbs of Ramsey County.
- ☐ Organization must have proper fiscal management and comply with all federal and state funding requirements, reporting and monitoring.
- ☐ Organization has ability to collect, protect and disseminate data utilizing Workforce One, Minnesota's employment services case management system.
- ☐ Organization has ability to produce data reports and performance outcomes required by local, state and/or federal programs including indicators specified by the County.
- ☐ Organization will comply with all informal and formal fiscal and programmatic monitoring requested by the County, the state or other monitoring entities, including providing fiscal and programmatic information.
- ☐ Organization will participate in regular technical assistance provided by the County.

**Authorization:** By signing below I acknowledge that I am authorized to submit this proposal and if awarded a contract, I further acknowledge that the organization will comply with all state and federal funding requirements and guidance as amended and will comply with data and report submission requirements.

Name and title:

Signature

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REQUEST FOR PROPOSAL NARRATIVE
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Use the following outline as a guide to your narrative (10 page maximum):

1. Please identify which program or programs your organization would like to pursue. **If applying for Program 1, complete the program elements chart below (pages 6-7).**
2. Please describe your organization's experience and history, including providing services to low-income and youth who experience barriers to employment. (15 points)
3. Please describe your proposed services/programs. Please include target population, targeted industry sectors and occupation and how your services/programs will meet the goals as described in the Program Goals section of the solicitation. If applying for Program 2, please identify what supports & services you will make available to participants. (30 points)
4. How will you identify, recruit and support participants during the enrollment/intake process? (15 points)
5. Please identify any other resources you are leveraging to provide wholistic services to participants. Please include any relationships with partners that you will be utilizing and identify if any subcontracts will be required. (10)
6. As described in the Solicitation, Advancing Racial Equity is a strategic priority of Ramsey County. Please describe your organizations commitment to racial equity and how you will serve Black, Indigenous and Other Youth of Color. Also, if applicable, describe how you plan to serve justice-involved youth, foster or former foster youth, and/or youth living in suburban Ramsey County. Make sure to provide evidence that your organization is qualified to provide services catered to the unique needs of the specific groups you plan to serve. (15 points)
7. How will your organization be accountable to the youth and young adults you are serving? Please include how you will determine customer satisfaction, involve youth and young adults as stakeholders in your services and incorporate their feedback and input into the program? (15 points)

## BUDGET

**Organization/Project Name:** \_\_\_\_\_

**Information:** All financial transactions, including Overhead Costs, must have supporting documentation. All costs, including overhead, must be necessary and directly linked to the project and within compliance with federal regulations.

**Instructions:** Please complete the budget(s) for the component that your organization is applying for. Administrative costs may not exceed 10% of total other expenses. In Program 1 budget, all Out-of-School Costs should be at least 60% of total allocation. Additionally, Work Experience Wages/Fringe & Work Experience Staff Costs should be at least 20% of total allocation. Information about cost categories is included below (see page 8 - 9).

### Program 1 Budget

	<b>Proposed Budget</b>
<b>ADMINISTRATION * Max 10%</b>	
<b>WORK EXPERIENCE WAGE/FRINGE</b>	
In-School Youth Work Experience Wage/Fringe	
Out-of-School Work Experience Wage/Fringe	
<b>Work Experience Total</b>	
<b>WORK EXPERIENCE STAFF COSTS</b>	
In-School Youth Work Experience Staff Cost	
Out-of-School Youth Work Experience Staff Cost	
<b>Work Experience Staff Costs Total:</b>	
<b>DIRECT SERVICES</b>	
In-School Youth Direct Services	
Out-of-School Youth Direct Services	
<b>Direct Services Total:</b>	
<b>SUPPORT SERVICES</b>	
In-School Support Services	
Out-of-School Support Services	
<b>Support Services Total:</b>	
<b>OTHER SERVICES</b>	
In-School Youth Other Services	
Out-of-School Youth Other Services	
<b>Other Services Total:</b>	
<b>BUDGET TOTAL **</b>	

**Program 2 Budget**

	<b>Proposed Budget</b>
<b>ADMINISTRATION * Max 10%</b>	
<b>YOUTH PARTICIPANT WAGE/FRINGE</b>	
Wages/Fringe - Participant	
<b>Youth Participant Wage/Fringe Total</b>	
<b>DIRECT SERVCIES TO YOUTH</b>	
Wages/Fringe - Staff	
Overhead: Computer Network, Phone, Printing, Postage	
Program Supplies	
Other: _____	
<b>Direct Services Total</b>	
<b>SUPPORT SERVICES</b>	
Training - Education and training	
Wraparound Services Support	
Client incentives	
<b>Support Services Total:</b>	
<b>BUDGET TOTAL **</b>	

### Program 1 - Program Elements

<b>Program Element</b>	<b>Who Provides the Element?</b>	<b>How will the Element be made available? Formal partnership, informal, cross referral, etc.</b>
Tutoring, study skills training, instruction and dropout prevention services		
Alternative secondary school services or dropout recovery services		
Paid and unpaid work experience		
Occupational skill training		
Education offered concurrently with workforce preparation		
Leadership development opportunities		
Supportive services		



Adult mentoring		
Follow-up services		
Comprehensive guidance and counseling		
Financial literacy education		
Entrepreneurial skills training		
Labor market information		
Postsecondary preparation and transition activities		

## WIOA YOUTH POLICY

<b>REVISED:</b>	February 17, 2021
<b>TO:</b>	Workforce Solutions (WFS) Staff and Vendor Staff
<b>FROM:</b>	WFS Director
<b>SUBJECT:</b>	Youth 5% Enrollment Window
<b>PURPOSE:</b>	This policy defines how the local Workforce Development Area interprets and implements the “5% window” for non-income eligible youth participants, as described in Federal WIOA Policy Sec. 129(a)(3)(A)(ii) and 129(3)(B).
<b>POLICY:</b>	Up to 5% of in-school youth participants served by WIOA Young Adults in Ramsey County, may be individuals who do not meet the income criteria for eligible in-school participants, provided they have at least one additional identified barrier to education and employment. Additionally, up to 5% of out-of-school youth participants, who would otherwise be required to be low-income, do not need to meet the income requirements.
<b>PROCEDURES:</b>	<p>If staff encounter youth who do not meet the income criteria yet need WIOA Youth services and meet the other eligibility criteria, a supervisor/manager will consult with agency planner and together they will evaluate if that person can be enrolled based on the 5% window. Eligible participants must:</p> <ul style="list-style-type: none"><li>• Provide proof of social security number; card must be presented, and copies of the card will be entered into the client file.</li><li>• Reside in Ramsey County.</li><li>• Citizenship: Youth must be a legal resident.</li><li>• Males 18 year of age and older must register for selective services.</li></ul>
<b>EFFECTIVE DATE:</b>	February 17, 2021
<b>CONTACT PERSON:</b>	WFS Youth Planner

## WIOA YOUTH POLICY

**REVISED:** February 25, 2022

**TO:** WIOA Youth Employment Service Vendors

**FROM:** Workforce Solutions

**SUBJECT:** Youth Client Training Policy

**PURPOSE:** Document guidance for providing training to Youth clients

**BACKGROUND:** WIOA Youth program allows funding, through two different mechanisms, to provide training to enrolled youth clients as a tool for meeting program performance outcomes and for meeting the skill development needs of the clients necessary for their successful education and employment.

The first funding mechanism is a competitive procurement process. If a training is over a certain amount of money, dictated by the federal regulations, vendors must comply with competitive solicitation rules. Vendor should follow their individual policies for solicitation with federal funds.

The second funding mechanism is Individualized Training Accounts (ITAs). ITAs are a tool to provide additional flexibility in funding training for In School and Out of School youth.

**PROCEDURES:** If a youth is enrolled in WIOA Youth program and would like to attend occupational or entrepreneurial training, they must, in consultation with their employment counseling staff, document the desire for the training in their Individualized Service Strategy (ISS).

Once the desire to attend training is identified and documented, youth interested in attending training must first complete a training proposal in consultation with their employment guidance counselor. The proposal should compare training institutions, cost, availability/start date, length of training and labor market data related to that specific training. Short term training is supported with a focus on training that results in a credential. The training proposal must be filed in Workforce One EDS.

Once specific training is identified, employment guidance staff must document details of training in ISS and results of training (i.e., completion with credential, completion without credential, never attended, did not complete)

Training services may be provided if the participant:

- is unlikely or unable to obtain or retain desired employment in a career pathway which leads to self-sufficient wage levels; **and**
- needs training services to obtain or retain desired employment in a career pathway which leads to self-sufficient wage levels; **and**
- has the skills and qualifications to successfully participate in the selected program of training services; **and**
- selected a program of training services that is directly linked to the employment opportunities in the local area or the planning region, or in another area to which the individual is willing to commute or relocate; **and**

Additionally, a determination should be made whether the participant:

- is unable to obtain grant assistance from other sources to pay the costs of such training, including state-funded training funds or Federal Pell Grants.

**Duration:** Each participant is allowed to use the total budget of the ITA once within the sequence of their program. If a youth unsuccessfully exits the program and re-enrolls, this eliminates their eligibility for ITA, without supervisor approval.

**Eligible Trainings:** Training services, when determined appropriate, will be provided through an ITA, when appropriate. The training provider must be listed on the State Eligible Training Provider List (ETPL). If a training is on currently on the ETPL, alert program supervisor and efforts will be made to aid the training provider in getting approval to be on the ETPL. Internships, transitional jobs or unpaid work experience opportunities, which are career services, are also excluded. WIOA funds must be licensed, registered, or legally exempt by the Minnesota Office of Higher Education (OHE) or other appropriate state agency.

Training services may include, but are not limited to:

- Registered Apprenticeships
- Occupational skills training, including training for nontraditional employment (also known as Credentialed Training or Classroom Training)
- On-the-job training
- Incumbent worker training
- Programs that combine workplace training with related instruction, which may include cooperative education programs
- Training programs operated by the private sector
- Occupation-specific skill upgrading and retraining Entrepreneurial training programs that assist qualified unemployed individuals who are seriously interested in starting a business and becoming self-employed (note: TAA participants cannot have a goal of self-employment, and entrepreneurial activities are not allowed under TAA law)
- Job readiness training provided in combination with any of the above training services, with the exception of registered apprenticeships (note: job readiness training alone does not constitute a training service)

- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.
- Non-credentialed training, which is an organized program or course of study that provides occupation-specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at intermediate or advanced levels but does not result in an industry-recognized credential when successfully completed.

**EFFECTIVE DATE:** February 25, 2022

**CONTACT PERSON:** WFS Youth Programs Planner

**RELATED DOCUMENTS:**

*Workforce One Training Activity Guide*

## WIOA YOUTH POLICY

**REVISED:** February 25, 2022

**TO:** Youth Employment Service Providers

**FROM:** Workforce Solutions

**SUBJECT:** Incentives for Youth Programming

**PURPOSE:** The Workforce Innovation and Opportunity Act (WIOA) 20 CFR § 681.640 states that “incentive payments to youth participants are permitted for recognition and achievement directly tied to training activities and work experiences. The local program must have written policies and procedures in place governing the award of incentives outlined in writing before the commencement of the program that may provide incentive payments; align with the local program’s organizational policies; and are in accordance with the requirements contained in 2 CFR part 200.”

**BACKGROUND:** DOL included the reference to the Uniform Guidance at 2 CFR part 200 to emphasize that while incentive payments are allowable under WIOA, the incentives must be in compliance with the Cost Principles in 2 CFR part 200. For example, federal funds must not be spent on entertainment costs. Therefore, incentives must not include entertainment, such as movie, sporting event tickets, or gift cards to movie theaters or other venues whose sole purpose is entertainment. Additionally, there are requirements related to internal controls to safeguard cash, which also apply to safeguarding of gift cards, which are essentially cash.

While DOL recognizes that incentives could be used as motivators for various activities such as recruitment, submitting eligibility documentation, and participation in the program, *incentives paid for with WIOA funds must be connected to recognition of achievement of milestones in the program tied to work experience, education, or training.* Such incentives for achievement could include improvements marked by acquisition of a credential or other successful outcome.

All Incentive cards are to be kept and tracked, according to the program funding stream in which they were purchased, and according to which type/business they are attached to. For example, all WIOA In School Youth cards are to be locked in an individual folder, and it shall have sections for each support service gift card. WIOA Out of School Youth should have their own separate folder with the same sections specifically marked. By using this method all staff will be able to determine how

many cards are left in each program, and for which businesses or services they can be used.

**Workforce One Coding:**

The transfer of the Support Service between the EGC and participant shall be case noted using the Subject Line **"Incentive."** The amount, type of

incentive, and goal obtained (reason for the distribution of the incentive), shall all be included in the case note.

The Incentive shall also be recorded under the **Support Service** tab (as there is no Incentive tab in WF1) in WF1, including the Service, Date the transaction took place, and the total amount.

**Incentives vs. Support Services:**

Incentives and Support Services are tracked through different criteria, and therefore must be specified when distributed to each participant. This policy highlights the specifics of what an incentive is, and how to document those transactions. For definitions and procedures related to Support Services, please read the Support Services Policy.

**EFFECTIVE DATE:** February 25, 2022

**CONTACT PERSON:** Youth Programs Planner

## WIOA YOUTH POLICY

**REVISED:** February 25, 2022

**TO:** Youth Employment Service Providers

**FROM:** Workforce Solutions

**SUBJECT:** Support Services for Youth Programming

**PURPOSE:** Support services are those services which enable a participant to continue to participate in youth programming activities.

**BACKGROUND:** The Workforce Innovation and Opportunity Act (WIOA) 20 CFR § 681.570 describes support services for youth as defined in WIOA Sec. 3(59), are services that enable an individual to participate in WIOA activities. These services include, but are not limited to, the following:

- Linkages to community services
- Assistance with transportation
- Assistance with childcare and dependent care
- Assistance with housing
- Needs-related payments
- Assistance with educational testing
- Reasonable accommodations for youth with disabilities
- Legal aid services
- Referrals to health care
- Assistance with uniforms or other appropriate work attire and work-related tools, including such items as eyeglasses and protective eye gear
- Assistance with books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes
- Payments and fees for employment and training related applications, tests, and certifications

**PROCEDURES:** Youth vendors will utilize support services to encourage and help youth to stay on track with their program activities in order to reach their specific goals and obtain positive outcomes. Support Services will be provided to youth who are in compliance with their employment staff and have shown positive progress at achieving their program goals.



Youth may receive support services if all eligibility documents are in their file, the staff approves, and the staff obtains the approval of the program supervisor. Support Services are **not to exceed \$1,000.00 per calendar year per participant**.

All Support Service cards are to be kept and tracked, according to the program funding stream in which they were purchased, and according to which type/business they are attached to. For example, all WIOA In School Youth cards are to be kept in an individual folder, and it shall have sections for bus cards, gas cards, Target cards, Sears cards, etc. WIOA Out of School Youth should have their own separate folder with the same sections specifically marked. By using this method all staff will be able to determine how many cards are left in each program, and for which businesses or services they can be used.

Every youth vendor should have their own individualized procedure for safeguarding and tracking support services. Any gift cards provided to participants should be considered and protected as cash. Additionally, vendor cannot request reimbursement for support services until the services (gift cards) are distributed/provided to participants.

#### **Workforce One (WF1) Coding:**

The transfer of the Support Service between the staff and participant shall be case noted using the Subject Line **"Support Service."** The amount, type of support service, and the need/reason for the support service, shall all be included in the case note.

The Support Service shall also be recorded under the **Support Service** tab in WF1, including the Service, Date the transaction took place, and the total amount.

#### **Incentives vs. Support Services:**

Incentives and Support Services are tracked through different criteria and therefore must be specified when distributed to each participant. This policy highlights the specifics of what a Support Service is, and how to document those transactions. For definitions and procedures related to Support Services, please read the Incentives Policy.

**EFFECTIVE DATE:** February 25, 2022

**CONTACT PERSON:** Youth Programs Planner

## WIOA YOUTH POLICY

**DATED ISSUED:** February 28, 2022

**TO:** Youth Employment Service Vendors

**FROM:** Workforce Solutions (WFS)

**SUBJECT:** Participant Stipends

**BACKGROUND:** In WIOA Youth programs, there are times which it may be appropriate for participants to be compensated for training time, even when they are not engaging in a formal paid work experience, that further develops their occupational or educational skills. In these programs, participants would be compensated for their time with a stipend, rather than with compensation through vendor's payroll system.

**PURPOSE:** The purpose of this policy is to provide guidance to vendors & their staff on how to administer stipends to youth participants.

**POLICY:** Stipends may be offered to participants to fairly compensate for their time engaging in approved classroom training, on-the-job training, occupational training or other training activities. The decision to offer stipends for a specific training program will must be approved by WFS staff prior to initiation of recruiting of participants for the program and will be formally incorporated into that specific program model. When approved, a stipend amount will be pre-determined and will be the same for all participants who complete training program. Stipends are considered taxable income to program participants. Participants will be notified of IRS implications.

**PROCESS:** In the planning of any training programs, vendors, in consultations with WFS, will determine if a stipend for participants is appropriate. If appropriate, vendor will determine the amount of the stipend, the payment structure (lump sum or multiple payments) for the specific program and obtain applicable approvals from relevant Local, State or Federal Agencies.

For any events when a participant will be receiving a stipend, vendor organization will:

- Ensure that the use of stipend is detailed in the participant's Individualized Service Strategy (ISS)

- Track participant's attendance at programming through attendance records, time sheets, certificate of completion, etc. and save documents in participant file
- Ensure that participant meets program requirement to qualify for stipend (hours completed, milestones met, etc.)
- Inform participants that stipend is income, and they will need to consider this in regard to their personal income taxes

**EFFECTIVE DATE:** February 28, 2022

**CONTACT PERSON:** WFS Youth Planner

# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-071

**Meeting Date:** 3/19/2024

**Sponsor:** Public Health

### Title

Grant Award from the Minnesota Department of Human Services for Harm Reduction Services and Treatment Referrals

### Recommendation

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services for harm reduction services and treatment referrals, in the amount of \$1,038,351.
2. Accept a grant award from and approve a grant agreement with the Minnesota Department of Human Services for harm reduction services and treatment referrals for the period upon execution through June 30, 2026 in the amount of \$1,038,351.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Approve an increase in the personnel complement of the Public Health Department by 2.0 Full Time Equivalent.

### Background and Rationale

Public Health applied for a grant from the Minnesota Department of Human Services to provide harm reduction services and treatment referrals to people who use drugs (PWUD) in Ramsey County and surrounding communities. Between 2018 to 2021, Ramsey County experienced a 169% increase in drug overdose deaths, the largest increase among the Twin Cities metro area. During the same time, opioid-involved deaths among Ramsey County residents increased 438% with 48% of deaths among 35-54-year-old residents. Unsheltered people in Minnesota experience significant disparities related to substance use disorder (SUD). Compared to the total Minnesota population, unsheltered people had an 11 times higher risk of a fatal opioid-involved overdoses, and a 16 times higher risk of a fatal overdose involving methamphetamines and opioids.

Public Health was awarded \$1,038,351 in grant funds for the period upon execution through June 30, 2026. The program's goals are to:

1. Reduce harms associated with drug use among justice-involved individuals and people experiencing homelessness.
2. Reduce the unmet drug treatment needs among justice-involved individuals and people experiencing homelessness.

This work builds on and sustains the existing harm reduction work facilitated by Public Health's Clinic 555 Syringe Service Program (SSP). The SSP began providing harm reduction services including syringe exchange, education, and naloxone distribution to PWUD in July 2018. In 2023, the SSP provided syringe exchange and harm reduction services to 1,646 individuals, distributing 377,722 syringes through 4,994 client encounters. The funding will allow the county to offer harm reduction services including naloxone kits, wound care, harm reduction education, and syringe exchange to people experiencing homelessness through the SSP

and mobile medical unit or Care Van. The program also includes the identification of people experiencing homelessness in need of drug treatment services and providing treatment and support services referral to those individuals. The Care Van allows staff to reach people experiencing homelessness in need of harm reduction services and treatment referrals in community, reducing barriers to care.

For this project, the Public Health staff will provide harm reduction services including wound care and harm reduction services to people experiencing homelessness, that are justice involved, and communities most impacted by opioids and substance use. The grant award will fully fund the 2.0 Full Time Equivalent increase in the personnel complement for clinical services in SSP.

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

According to preliminary data from the Minnesota Department of Health, opioid-involved overdose deaths among Minnesotans increased 44% from 2020 to 2021, and the number of deaths has more than doubled since 2019 with significant racial and ethnic health disparities. In 2021, American Indian Minnesotans were 10 times as likely to die from a drug overdose than white Minnesotans. Black/African American Minnesotans were more than three times as likely to die from drug overdose than white Minnesotans. Between 2018 and 2021, American Indians in Ramsey County had the highest rate of drug-induced death at 306.5 per 100,000 followed by White residents (196.8 per 100,000) and Black/African American residents (164.6 per 100,000) (Centers for Disease Control and Prevention, 2023).

**Community Participation Level and Impact**

The community was not specifically engaged during this grant application process due to the short turnaround time between notification of the opportunity and application due date. However, Public Health did notify the Substance Abuse and Recovery community advisory group, the Community Health Services Advisory Committee and Opioid Community Partnership about the plan to build capacity and to seek funding to enhance the opioid prevention and harm-reduction work in Ramsey County. As part of Public Health's 2022 opioid response engagement survey respondents ranked supports for people in recovery as extremely important or very important (90%), along with connecting people to services (87%) and helping people in the justice system (86%) as extremely important or very important. Making overdose prevention, medications for opioid use disorder and SUD treatment services affordable and accessible was part of the feedback received.

Public Health also publishes a Community Health Assessment (CHA) and a Community Health Improvement Plan (CHIP) once every five years with ongoing evaluations and updates. The CHA identifies key health conditions and needs among county residents. The CHA process includes community engagement about health experiences and concerns as well as data and trend analysis from a variety of sources. One of the key health conditions that was identified by community is Tobacco, Alcohol & Substance Abuse [Opioid Misuse and Death <https://www.ramseycounty.us/sites/default/files/Departments/Public%20Health/CHA/Opiod%20Misuse%20and%20Death\\_final.pdf>](https://www.ramseycounty.us/sites/default/files/Departments/Public%20Health/CHA/Opiod%20Misuse%20and%20Death_final.pdf) as an issue. Based on the results of the CHA, Public Health develops the CHIP, which describes how the department and community will work together to improve the health of county residents. The CHIP is developed and implemented collaboratively and defines a vision for the community's health. Through this process, the community identified opioid response and prevention as a top priority.

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

The program costs will be covered by grant funding through the Minnesota Department of Human Services in the amount of \$1,038,351 for the period upon execution through June 30, 2026. The grant award will fully fund 2.0 Full Time Equivalent increase in the personnel complement for clinical services in SSP. During the grant

period, outcomes and effectiveness of the program will be evaluated to determine the sustainability of the requested positions.

**Last Previous Action**

None.

**Attachments**

1. Grant Agreement from the Minnesota Department of Human Services

## State of Minnesota Grant Contract Worksheet (Not Part of the Contract)

This worksheet contains private information and should not be reproduced or distributed externally without express written permission of the COUNTY. If you circulate this grant contract internally, only offices that require access to the tax identification number and all individuals/offices signing this grant contract should have access to this page.

Total Amount of Grant Contract <b>\$1,038,850</b>	
FinDeptID H5533774	amount for state fiscal year 2024: <b>\$ 186,359</b>
FinDeptID H5534394	amount for state fiscal year 2025: <b>\$ 852,491</b>

\*Note for DHS Finance Only: Funds for SFY26 must be encumbered in SFY25

- ☒ State Funds Only  
☐ Federal Funds Only  
☐ Both State and Federal Funds

Starts in fiscal year: 2024	Vendor ID: 0000196508
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SWIFT Grant# /Encumbrance #: GRK **8751** / \_30000 \_ \_ \_ \_ \_

Number/Date/Initials:

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.

Related RFP file number: GRFP-8255

COUNTY Name and Address:

Ramsey County

On Behalf Of: Ramsey County Public Health

90 West Plato Boulevard, Suite 200, Saint Paul, MN 55107

Soc. Sec. or Federal Employer I.D. No.:

Minnesota Tax I.D. No. (if applicable):

Unique Entity ID: **01-035-4488**



# Minnesota Department of Human Services Grant Contract

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This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and **Ramsey County**, a political subdivision of the State of Minnesota, on behalf of its Saint Paul – Ramsey County Public Health, 90 West Plato Boulevard, Suite 200, Saint Paul, Minnesota 55107 ("COUNTY").

## RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) has authority to enter into contracts for the following services: to develop and implement new, or expand existing opioid related substance use disorder (SUD) workforce programs.

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

THEREFORE, the parties agree as follows:

## CONTRACT

### 1. CONTRACT TERM AND SURVIVAL OF TERMS.

**1.1. Effective date:** This CONTRACT is effective on **February 1, 2024**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

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

**1.3. No performance before notification by STATE.** COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

**1.4. Survival of terms.** COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Indemnification; Information Privacy and Security; Intellectual Property Rights; Publicity; Ownership of Equipment; State audit; and Jurisdiction and Venue.



**1.5. Time is of the essence.** COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

## **2. COUNTY'S DUTIES.**

**2.1. Duties.** COUNTY shall perform duties in accordance with **Attachment A**, Work Plan, which is attached and incorporated into this CONTRACT.

**2.2. Grant Progress Reports.** COUNTY shall report on the following items:

- a. **At least two (2) outcome measures and at least two (2) output measures** from a list of approved outcome and output measures provided by STATE.
  1. COUNTY may utilize measures not included in the list of STATE approved performance measures but must receive STATE approval for the measure to count toward the minimum number of obligated measures.
  2. If COUNTY is funded to purchase and distribute Naloxone kits and Fentanyl test strips, COUNTY must report the number of Naloxone kits and Fentanyl test strips purchased and distributed.
    - a. The number of Naloxone kits or Fentanyl test strips purchased and distributed can only be counted towards the two required output measures if the distribution of Naloxone kits or Fentanyl test strips is the primary activity being funded.
  3. COUNTY must report the outcome and output measures via the Foundant reporting portal or as directed by STATE.
  4. **Due Date:**

	For service period:
July 31	January thru June
January 31	July thru December
- b. COUNTY must provide a written progress report specific to the deliverables in Attachment A, Work Plan. Progress reports may be submitted directly by email to STATE.
  1. **Due Date:**

	For service period:
July 31	January thru June
January 31	July thru December
- c. COUNTY must meet with STATE to verbally report progress at least quarterly or as directed by STATE.

**2.3. Accessibility.** Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](https://mn.gov/mnit/about-mnit/accessibility/),<sup>1</sup> as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

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<sup>1</sup> <https://mn.gov/mnit/about-mnit/accessibility/>

Information technology deliverables and services offered must comply with the State of Minnesota Accessibility Standard and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

### **3. CONSIDERATION AND TERMS OF PAYMENT.**

**3.1. Consideration.** STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

**a. Compensation.**

1. COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
  - a. COUNTY must obtain STATE written approval before changing any part of the budget.
  - b. Notwithstanding Clause 19.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
  - c. If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

**b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner’s Plan, page 125, Section 15](#).<sup>2</sup> COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

**c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **one million thirty-eight thousand and eight hundred and fifty dollars (\$1,038,850)**

**d. Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

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<sup>2</sup> <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

### 3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **monthly, due the 30th of the following month.** If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.
- b. **Federal funds.** N/A

## 4. CONDITIONS OF PAYMENT.

**4.1. Satisfaction of STATE.** All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

**4.2. Payments to subcontractors.** (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**4.3. Administrative costs and reimbursable expenses.** Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

## 5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1.a.;

- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY's Duties; and/or
- e. Any amount identified as a financial audit exception.

## **6. CANCELLATION.**

**6.1. For cause or convenience.** In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

**6.2. Insufficient funds.** STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

**6.3. Breach.** Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

**6.4. Conviction relating to a state grant.** In accordance with Minn. Stat. § 16B.991, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a state grant agreement.

## **7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.**

**7.1. State.** STATE's authorized representative for the purposes of administration of this CONTRACT is **Sean Culhane** or successor. Email and phone: **sean.culhane@state.mn.us, 651-431-2789**. This

representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

**7.2. COUNTY.** COUNTY's Authorized Representative is **Sara Hollie, Director of Public Health**, or successor. Email and phone: **Sara.Hollie@co.ramsey.mn.us, 651-266-2424**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

**7.3. Information Privacy.** COUNTY's responsible authority for the purposes of complying with data privacy for this CONTRACT is **Chris Bogut** or successor. Phone and email: **Chris.Bogut@co.ramsey.mn.us, 651-266-8015**.

**7.4. Information Security.** COUNTY's responsible authority for the purposes of complying with data security for this CONTRACT is **Eric Brown** or successor. Phone and email: **Eric.Brown@co.ramsey.mn.us, 651-266-3422**.

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

## **9. LIABILITY.**

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

## **10. INFORMATION PRIVACY AND SECURITY.**

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

- c. Notwithstanding paragraph a. and b., in its capacity as COUNTY under this CONTRACT, COUNTY must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. COUNTY will be performing functions of a government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by COUNTY in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either COUNTY or STATE.
- d. In its capacity as COUNTY under this contract, COUNTY is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by COUNTY in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
- e. If COUNTY receives a request to release data created, collected, received, stored, used, maintained or disseminated by COUNTY in performing its duties under this CONTRACT, COUNTY must immediately notify and consult with STATE’s Authorized Representative as to how COUNTY should respond to the request.
- f. Under this CONTRACT, COUNTY is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by COUNTY in performing its duties under this CONTRACT.
- g. COUNTY’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. COUNTY must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by COUNTY in performing its duties under this CONTRACT.

## **11. INTELLECTUAL PROPERTY RIGHTS.**

**11.1. Definitions.** Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes “Documents.” Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

**11.2. Ownership.** STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created

and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

### **11.3. Responsibilities.**

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

## **12. PUBLICITY.**

**12.1. General publicity.** Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

**12.2. Endorsement.** COUNTY must not claim that STATE endorses its products or services.

## **13. OWNERSHIP OF EQUIPMENT.**

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one COUNTY to another.

## **14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.**

### **14.1. State audit.**

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

**14.2. Independent audit.** If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT, notice of the audit must be submitted to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

**14.3. Federal audit requirements and COUNTY debarment information.** COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities expending \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.



#### **14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.**

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions:

<https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

#### **14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.**

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R § 180, or its regulatory equivalent.

##### **a. Instructions for Certification**

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**b. Lower Tier Covered Transactions.**

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

**15. JURISDICTION AND VENUE.**

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**16. CLERICAL ERRORS AND NON-WAIVER.**

**16.1. Clerical error.** Notwithstanding Clause 19.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

**16.2. Non-waiver.** If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE’s right to enforce it.

## **17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.**

**17.1. Amendments.** Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

**17.2. Assignment.** COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

### **17.3. Entire Agreement.**

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute and will incorporate the substitute provision in this CONTRACT according to clause 19.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

**17.4. Drafting party.** The parties agree that each party has individually had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

## **18. PROCURING GOODS AND CONTRACTED SERVICES.**

**18.1. Contracting and bidding requirements.** COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

**18.2. Prevailing wage.** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

**18.3 Debarred vendors.** In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

## **19. SUBCONTRACTS.**

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the

COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

## **20. LEGAL COMPLIANCE.**

**20.1 General compliance.** All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

**20.2 Nondiscrimination.** COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy [#1329](#) (Sexual Harassment Prohibited) and [#1436](#) (Harassment and Discrimination Prohibited).

**20.3 Grants management policies.** COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

**20.4 Conflict of interest.** COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

## **21. OTHER PROVISIONS**

**21.1. No Religious Based Counseling.** COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Signature Page Follows

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

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.*

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

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

Contract No: \_\_\_\_\_

**2. COUNTY ATTORNEY**

*Approved as to form and insurance:*

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

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

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

**3. COUNTY**

*Signatory certifies that COUNTY's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the COUNTY to the terms of this Agreement. COUNTY and Signatory agree that the State Agency relies on the Signatory's certification herein.*

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

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

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

**4. COUNTY**

*Signatory certifies that COUNTY's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the COUNTY to the terms of this Agreement. COUNTY and Signatory agree that the State Agency relies on the Signatory's certification herein.*

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

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

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

**5. STATE AGENCY**

By (with delegated authority): \_\_\_\_\_

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

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

**Distribution: (fully executed contract to each)**

Contracts and Legal Compliance Division

COUNTY

State Authorized Representative

## ATTACHMENT A – Work Plan

### Ramsey County Harm Reduction and Treatment Connection

Goal (What are the broad intended results you are hoping to accomplish through this project?)	Objective (What are the measurable step(s) you must take to achieve the goal?)	Description of Task/Duties (What are the activities you must complete to achieve the objective?)	Role Responsible	Timeframe for Completion
A. Reduce harms associated with opioid drug use people experiencing homelessness	A.1. Provide harm reduction services to 1860 (60/month x 31 months) people experiencing homelessness through the Syringe Service Program (SSP) and mobile medical unit or mobile outreach sites	A.1.a. Purchase and maintain inventory of naloxone for people experiencing homelessness served through the Syringe Service Program (SSP) and mobile medical unit or mobile outreach sites	Division Manager (in-kind), Health Educator 2	Starting at 30 days from contract execution and continue throughout grant period
		A.1.b. Distribute naloxone to people experiencing homelessness at the Syringe Service Program (SSP) and mobile medical unit or mobile outreach sites	Public Health Nurse (PHN), Health Educator 2	Starting at 30 days from contract execution and continue throughout grant period
		A.1.c. Provide wound care to people experiencing homelessness through the Syringe Service Program (SSP) and mobile medical unit or mobile outreach sites	Public Health Nurse (PHN)	Starting at 90 days from contract execution and continue throughout grant period
		A.1.d. Provide STI screening and treatment to people experiencing homelessness through the Syringe Service Program (SSP) and mobile medical unit or mobile outreach sites	Public Health Nurse (PHN), Health Educator 2	Starting at 90 days from contract execution and continue throughout grant period
		A.1.e. Provide harm reduction education to people experiencing homelessness including but not limited to: safer injection education and drug supply education (e.g. Xylazine)	Public Health Nurse (PHN), Health Educator 2	Starting at 60 days from contract execution and continue throughout grant period
		A.1.f. Purchase and maintain inventory of syringes for people experiencing homelessness seeking services at the Syringe Service Program (SSP) and mobile medical unit or mobile outreach sites	Division Manager (in-kind), Health Educator 2	Starting at 60 days from contract execution and continue throughout grant period
		A.1.g. Distribute syringes to people experiencing homelessness seeking services	Public Health Nurse (PHN), Health Educator 2	Starting at 90 days from contract execution and

		at the Syringe Service Program (SSP) and mobile medical unit or mobile outreach sites		continue throughout grant period
	A.2. Monitor data collection, documentation, and progress towards meeting goals and objectives related to harm reduction	A.2.a. Develop and maintain protocols for documenting secondary prevention and harm reduction services provided	Planning Specialist, Division Manager (in-kind)	Within 60 days of contract execution and throughout grant period
		A.2.b. Review NextGen (electronic health record) data on secondary prevention harm reduction services provided	Planning Specialist, Division Manager (in-kind)	Quarterly throughout grant period
		A.2.c. Report quarterly to DHS on secondary prevention and harm reduction services provided	Planning Specialist, Division Manager (in-kind)	Quarterly throughout grant period
		A.2.d. Identify quality improvement opportunities through review of data on secondary prevention harm reduction services provided	Planning Specialist, Division Manager (in-kind)	Starting at 90 days of contract execution and throughout grant period
	A.3 Increase capacity of project staff to provide harm reduction services through professional development opportunities	A.3.a. Register project staff for the RX and Illicit Drug Summit	Division Manager (in-kind)	Upon opening of summit registration (anticipated January – March 2024)
		A.3.b. Connect project staff with other professional development opportunities as available	Division Manager (in-kind)	Starting at 90 days of contract execution and throughout grant period
B. Reduce the unmet drug treatment needs among people experiencing homelessness	B.1. Provide referral for drug treatment and support services to 10% of people experiencing homelessness receiving harm reduction services through the Syringe Service Program (SSP) and mobile medical unit or mobile outreach sites	B.1.a. Maintain referral protocols for in-patient treatment, outpatient treatment, and support services	Division Manager (in-kind), Public Health Nurse (PHN)	Within 30 days of contract execution and throughout grant period
		B.1.b. Provide referral to outpatient treatment center of the participant's choice	Public Health Nurse (PHN), Health Educator 2	Starting at 90 days from contract execution and continue throughout grant period
		B.1.c. Provide referral to inpatient treatment center of the participant's choice	Public Health Nurse (PHN), Health Educator 2	Starting at 90 days from contract execution and continue throughout grant period
		B.1.d. Provide referral support services as needed including referrals to culturally relevant community-based organizations	Public Health Nurse (PHN), Health Educator 2	Starting at 90 days from contract execution and continue throughout grant period

	B.2. Provide care coordination including emergency funds to 100% of people experiencing homelessness seeking drug treatment and support services through the Syringe Service Program (SSP) and mobile medical unit or mobile outreach sites	B.2.a. Facilitate 1:1 meetings with people experiencing homelessness seeking drug treatment and support services	Public Health Nurse (PHN), Licensed Social Worker (LSW) (in-kind)	Starting at 90 days from contract execution and continue throughout grant period
		B.2.b. Identify treatment and support services needed for people experiencing homelessness	Public Health Nurse (PHN), Licensed Social Worker (LSW) (in-kind)	Starting at 90 days from contract execution and continue throughout grant period
		B.2.c. Facilitate connection to identified treatment and support services for people experiencing homelessness	Public Health Nurse (PHN), Licensed Social Worker (LSW) (in-kind)	Starting at 90 days from contract execution and continue throughout grant period
	B.3. Monitor data collection, documentation, and progress towards meeting goals and objectives related to treatment and support services referral	B.3.a. Develop and maintain protocols for documenting treatment and support services referrals, and care coordination	Planning Specialist, Division Manager (in-kind)	Within 60 days of contract execution and throughout grant period
		B.3.b. Review NextGen (electronic health record) data on treatment and support services referrals, and care coordination	Planning Specialist, Division Manager (in-kind)	Quarterly throughout grant period
		B.3.c. Report quarterly on treatment and support services referrals, and care coordination	Planning Specialist, Division Manager (in-kind), Public Health Nurse (PHN), Health Educator 2	Quarterly throughout grant period
		B.3.d. Identify quality improvement opportunities through review of data on treatment and support services referrals, and care coordination	Planning Specialist, Division Manager (in-kind)	Within 90 days of contract execution and throughout grant period



**ATTACHMENT B: BUDGET SUMMARY AND JUSTIFICATION**

<b>BUDGET SUMMARY SFY24</b>		<b>BUDGET SUMMARY SFY25</b>		<b>BUDGET SUMMARY SFY26</b>		
02/01/24 - 06/30/24		07/01/24 - 06/30/25		07/01/25 - 06/30/26		
CATEGORY	TOTAL BUDGET	CATEGORY	TOTAL BUDGET	CATEGORY	TOTAL BUDGET	
Salaries	\$ 81,720.00	Salaries	\$ 200,542.00	Salaries	\$ 205,054.00	
Fringe Benefits	\$ 33,015.00	Fringe Benefits	\$ 81,019.00	Fringe Benefits	\$ 82,842.00	
Contracted Services	\$ -	Contracted Services	\$ -	Contracted Services	\$ -	
Space Cost (Incl utilities)	\$ -	Space Cost (Incl utilities)	\$ -	Space Cost (Incl utilities)	\$ -	
Equipment	\$ -	Equipment	\$ -	Equipment	\$ -	
Bonds & Insurance	\$ -	Bonds & Insurance	\$ -	Bonds & Insurance	\$ -	
Copying	\$ -	Copying	\$ -	Copying	\$ -	
Data Processing	\$ -	Data Processing	\$ -	Data Processing	\$ -	
Communications	\$ 825.00	Communications	\$ 1,980.00	Communications	\$ 1,980.00	
Instate Travel	\$ 2,500.00	Instate Travel	\$ 3,480.00	Instate Travel	\$ 3,480.00	
Out-of-State Travel	\$ 3,566.00	Out-of-State Travel	\$ 3,566.00	Out-of-State Travel	\$ 3,466.00	
Program Costs	\$ 42,160.00	Program Costs	\$ 86,200.00	Program Costs	\$ 86,637.00	
Evaluation	\$ -	Evaluation	\$ -	Evaluation	\$ -	
Audit	\$ -	Audit	\$ -	Audit	\$ -	
Staff Development	\$ 1,850.00	Staff Development	\$ 1,450.00	Staff Development	\$ 1,450.00	
Child Care - Day Care	\$ 1,000.00	Child Care - Day Care	\$ 2,400.00	Child Care - Day Care	\$ 2,400.00	
Client Transportation	\$ 750.00	Client Transportation	\$ 1,800.00	Client Transportation	\$ 1,800.00	
Client Housing Costs	\$ -	Client Housing Costs	\$ -	Client Housing Costs	\$ -	
Client Incentives	\$ -	Client Incentives	\$ -	Client Incentives	\$ -	
Client Emergency Funds	\$ 7,500.00	Client Emergency Funds	\$ 12,000.00	Client Emergency Funds	\$ 12,000.00	
Total Direct Costs	\$ 174,886.00	Total Direct Costs	\$ 394,437.00	Total Direct Costs	\$ 401,109.00	
Indirect Cost	\$ 11,473.00	Indirect Cost	\$ 28,156.00	Indirect Cost	\$ 28,789.00	
TOTAL REQUEST	\$ 186,359.00	TOTAL REQUEST	\$ 422,593.00	TOTAL REQUEST	\$ 429,898.00	\$ 1,038,850.00

ATTACHMENT B: BUDGET SUMMARY AND JUSTIFICATION		
BUDGET JUSTIFICATION SFY24: 2/01/24 - 06/30/24		
CATEGORY	JUSTIFICATION NARRATIVE	SFY24 BUDGET
Salaries	Health Educator 2 - 1 FTE @ \$98,064 annually for 5 months = \$40,860; Planning Specialist 0.3 FTE @ \$90,251 annually for 5 months = \$11,281; Public Health Nurse 0.8 FTE @ \$88,736 annually for 5 months = \$29,579	\$ 81,720.00
Fringe Benefits	PERA - COORD 7.5%; FICA 6.2%; FICA-HI (Medicare) 1.45%; Health & Dental Insurance 18.25%; OPEB Liability 6%; Others 1% = 40.4% of salaries and wages	\$ 33,015.00
Contracted Services		
Space Cost (Incl utilities)		
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications	Cell & landline service for 3 staff @ \$55/month x 5 months = \$825	\$ 825.00
Instate Travel	Mileage reimbursement for 200 miles/mth x 5 months x 2.5 FTE staff @ \$0.58/miles	\$ 2,500.00
Out-of-State Travel	2024 RX Summit Conference for 2 staff - 4 nights hotel @ \$200/night; \$600 airfare Atlanta; \$50 taxi fare; per diem for 2 at \$333 per individual	\$ 3,566.00
Program Costs	Medical/harm reduction supplies (syringes, wound care meds/supplies) @ 902.65/month x 5 months; Office supplies @ \$25/month x 5 months; Nasal Narcan kits (\$50/2 dose each kit) x 660 clients during grant period; Injectable naloxone @ \$14/dose x 323 doses during grant period.	\$ 42,160.00
Evaluation		
Audit		
Staff Development	Conference registration costs 2024 RX Summit - \$925 x 2 staff	\$ 1,850.00
Child Care - Day Care	\$200 per month x 5 months for child care.	\$ 1,000.00
Client Transportation	\$150 per month x 5 months for taxi vouchers and bus tokens for program participants.	\$ 750.00
Client Housing Costs		
Client Incentives		
Client Emergency Funds	\$1500/month for emergency-related assistance (basic needs, e.g. medication, hygiene items, weather-appropriate clothing and footwear, ID replacement, laundry supplies, food, etc.) x 5 months	\$ 7,500.00
Total Direct Costs		\$ 174,886.00
Indirect Cost	Indirect cost rate of ~10 % of salaries and wages .	\$ 11,473.00
TOTAL REQUEST		\$ 186,359.00

ATTACHMENT B: BUDGET SUMMARY AND JUSTIFICATION FORM		
BUDGET JUSTIFICATION SFY25: 07/01/24 - 06/30/25		
CATEGORY	JUSTIFICATION NARRATIVE	SFY25 BUDGET
Salaries	Health Educator 2 - 1 FTE = \$100,271; Planning Specialist @ annual \$92,281 x 0.3 FTE = \$27,684; Public Health Nurse @ annual \$90,733 x 0.8 FTE = \$72,586	\$ 200,542.00
Fringe Benefits	PERA - COORD 7.5%; FICA 6.2%; FICA-HI (Medicare) 1.45%; Health & Dental Insurance 18.25%; OPEB Liability 6%; Others 1% = 40.4% of salaries and wages	\$ 81,019.00
Contracted Services		
Space Cost (Incl utilities)		
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications	Cell & landline service for 3 staff @ \$55/month x 12 months = \$1,980	\$ 1,980.00
Instate Travel	Mileage reimbursement for 200 miles/mth x 12 months x 2.5 FTE staff @ \$0.58/miles	\$ 3,480.00
Out-of-State Travel	2025 RX Summit Conference for 2 staff - 4 nights hotel @ \$200/night (\$800 per person); \$600 airfare Atlanta; \$50 taxi fare; per diem for 2 at \$333 per individual	\$ 3,566.00
Program Costs	Medical/harm reduction supplies (syringes, wound care meds/supplies) @ 500/month x 12 months; Office supplies @ \$25/month x 12 months; Nasal Narcan kits (\$50/2 dose) - 2 kits per person x 750 clients for annually; Injectable naloxone @ \$14/dose x 350 doses annually	\$ 86,200.00
Evaluation		
Audit		
Staff Development	Conference registration costs 2025 RX Summit - \$725 x 2 staff	\$ 1,450.00
Child Care - Day Care	\$200 per month x 12 months for child care.	\$ 2,400.00
Client Transportation	\$150 per month x 12 months for taxi vouchers and bus tokens for program participants.	\$ 1,800.00
Client Housing Costs		
Client Incentives		
Client Emergency Funds	\$1000/month for emergency-related assistance (basic needs, e.g. medication, hygiene items, weather-appropriate clothing and footwear, ID replacement, laundry supplies, food, etc.)	\$ 12,000.00
Total Direct Costs		\$ 394,437.00
Indirect Cost	Indirect cost rate of ~10 % of salaries and wages .	\$ 28,156.00
TOTAL REQUEST		\$ 422,593.00

ATTACHMENT B: BUDGET SUMMARY AND JUSTIFICATION FORM		
BUDGET JUSTIFICATION SFY26: 07/01/25 - 06/30/26		
CATEGORY	JUSTIFICATION NARRATIVE	SFY 26 BUDGET
Salaries	Health Educator 2 - 1 FTE @ \$102,527; Planning Specialist @ annual \$94,358 x 0.3 FTE = \$28,307; Public Health Nurse @ annual \$92,774 x 0.8 FTE = \$74,219	\$ 205,054.00
Fringe Benefits	PERA - COORD 7.5%; FICA 6.2%; FICA-HI (Medicare) 1.45%; Health & Dental Insurance 18.25%; OPEB Liability 6%; Others 1% = 40.4% of salaries and wages	\$ 82,842.00
Contracted Services		
Space Cost (Incl utilities)		
Equipment		
Bonds & Insurance		
Copying		
Data Processing		
Communications	Cell & landline service for 3 staff @ \$55/month x 12 months =\$1980	\$ 1,980.00
Instate Travel	Mileage reimbursement for 200 miles/mth x 12 months x 2.5 FTE staff@ \$0.58/miles	\$ 3,480.00
Out-of-State Travel	2026 RX Summit Conference for 2 staff - 4 nights hotel @ \$200/night (\$800 per person); \$550 airfare Atlanta; \$50 taxi fare; per diem for 2 at \$333 per individual	\$ 3,466.00
Program Costs	Medical/harm reduction supplies (syringes, wound care meds/supplies) @ 478.08/month x 12 months; Office supplies @ \$25/month x 12 months; Nasal Narcan kits (\$50/2 dose) - 2 kits per person x 750 clients annually; Injectable naloxone @ \$14/dose x 400 doses annually	\$ 86,637.00
Evaluation		
Audit		
Staff Development	Conference registration costs 2026 RX Summit - \$725 x 2 staff	\$ 1,450.00
Child Care - Day Care	\$200 per month x 12 months for child care	\$ 2,400.00
Client Transportation	\$150 per month x 12 months for taxi vouchers and bus tokens for program participants.	\$ 1,800.00
Client Housing Costs		
Client Incentives		
Client Emergency Funds	\$1000/month for emergency-related assistance (basic needs, e.g. medication, hygiene items, weather-appropriate clothing and footwear, ID replacement, laundry supplies, food, etc.)	\$ 12,000.00
Total Direct Costs		\$ 401,109.00
Indirect Cost	Indirect cost rate of `10 % of salaries and wages.	\$ 28,789.00
TOTAL REQUEST		\$ 429,898.00

# Board of Commissioners

## Request for Board Action

Item Number: 2024-055

Meeting Date: 3/19/2024

**Sponsor:** Public Health

### Title

Amendment to Joint Powers Agreement with the Minnesota Pollution Control Agency for Hazardous Waste Inspections

### Recommendation

1. Approve the amendment to Joint Powers Agreement with the state of Minnesota, acting through its Commissioner of the Minnesota Pollution Control Agency, 520 Lafayette Road North, Saint Paul MN 55155, for hazardous waste inspections, for a period of March 1, 2024 through February 28, 2027.
2. Authorize the Chair and Chief Clerk to execute the amended Joint Powers Agreement.

### Background and Rationale

Ramsey County and the Minnesota Pollution Control Agency (MPCA) share a mutual interest in the protection of the environment and enhancing the resources each contributes to the regulation of hazardous waste activities within the county by coordinating county hazardous waste management activities with the MPCA's Hazardous Waste Management Program. The implementation of the joint power's agreement intends to minimize duplication of efforts by Ramsey County Environmental Health Division and the MPCA. This will result in efficiencies and cost-effective use of staff time, resources and provide consistency to regulated businesses. The joint powers agreement will also enhance the protection of human health and the environment through coordinated hazardous waste management in the regulation of hazardous waste activities.

The framework established by this agreement allows the MPCA to include county inspections conducted in accordance with the agreement, towards the reporting requirements of the United States Environmental Protection Agency. This will provide a more complete perspective of the hazardous waste regulatory efforts that exist within Minnesota. The joint powers agreement describes how the county and the MPCA will jointly coordinate inspections, investigations, and enforcement activities to ensure compliance with Minnesota Rules, Chapter 7045 (Hazardous Waste Rules) and Ramsey County's Hazardous Waste Management Ordinance Resolution 2008-082.

The joint powers agreement solidifies the existing collaboration between the MPCA and Ramsey County. There are clear benefits to having hazardous waste regulation at the county level in addition to establishing a joint powers agreement with the MPCA. This agreement provides Ramsey County access to other regulations outside of hazardous waste such as air quality and storm water. Access to other regulatory resources improves response time and resources used in times of need. Ramsey County licenses over 1,800 hazardous waste generators, including 28 Large Quantity Generators, 72 Small Quantity Generators and approximately 1,718 Very Small Quantity Generator.

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

☒ Well-being

☐ Prosperity

☐ Opportunity

☐ Accountability

### Racial Equity Impact

This agreement will provide Ramsey County Environmental Health direct access to resources and regulations provided by the MPCA. With this access the county can more fully protect the communities most impacted by the businesses the county regulates. The joint powers agreement will help ensure that Ramsey County and MPCA are applying regulations in a consistent and equitable way. This not only ultimately benefits the racially and ethnic diverse communities that surround the businesses that are being regulated but also those who live in Ramsey County.

**Community Participation Level and Impact**

The Ramsey County community has been engaged and supportive of the joint power's agreement. A neighborhood group, Neighborhood Concerned Citizen Groups, has been vocal about its desire for both regulatory agencies to identify the current gaps. By entering into a joint power's agreement, Ramsey County recognizes the importance of collaboration with the MPCA and believes the agreement will address the community's concerns regarding gaps in regulation.

☒ Inform      ☒ Consult      ☒ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

There are no fiscal impacts to this agreement.

**Last Previous Action**

On February 8, 2022, the Ramsey County Board of Commissioners approved a Joint Powers Agreement with the Minnesota Pollution Control Agency for Hazardous Waste Inspections (Resolution B2022-047).

**Attachments**

1. Joint Powers Agreement

Contract Start Date:	<u>March 1, 2022</u>	Total Contract Amount:	<u>\$0.00</u>
Original Contract Expiration Date:	<u>February 29, 2024</u>	Original Contract:	<u>\$0.00</u>
Current Contract Expiration Date:	<u>February 29, 2024</u>	Previous Amendment(s) Total:	<u>N/A</u>
Requested Contract Expiration Date:	<u>February 28, 2027</u>	This Amendment:	<u>\$0.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of the **Minnesota Pollution Control Agency** ("MPCA" or "State"), 520 Lafayette Road North, St. Paul, MN 55155, and **Ramsey County**, 2785 White Bear Avenue, Maplewood, MN 55109 (County or Governmental Unit).

### Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract No.: 203729 ("Original Contract") to provide **hazardous waste inspections for large quantity generators**.
2. This amendment is needed to extend the end date, update Authorized Representatives, and remove Vaccination and Testing clause.
3. The State and the County are willing to amend the Original Contract as stated below.

### Contract Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

**REVISION 1.** Clause 1. "**Term of Agreement**" is amended as follows:

- 1.1 Effective Date: **March 1, 2022**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: ~~February 29, 2024~~ **February 28, 2027**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2.** Clause 6. "**Authorized Representatives**" is amended as follows:

The MPCA's Authorized Representative is ~~Brian Gove~~ **Jason Hawksford**, 520 Lafayette Road North, Saint Paul, Minnesota 55155, ~~651-757-2397~~ **651-757-2194**, ~~brian.gove@state.mn.us~~ **Jason.hawksford@state.mn.us**, or successor.

Ramsey County's Authorized Representative is ~~Mindy Stepnick~~ **Ahmet Baysal**, 2785 White Bear Avenue North, Suite 350, Maplewood, Minnesota 55109, ~~651-266-1186~~ **651-470-4731**, ~~mindy.stepnick@co.ramsey.mn.us~~ **Ahmet.baysal@co.ramsey.mn.us**, or successor.

**REVISION 3.** Clause 13. "**Vaccination/Testing Requirements**" is amended as follows:

**13.1 Applicability.** This section applies to Contractor's employees or subcontractors who are performing contracted work in the following types of project settings: indoors with regular in-person contact with State agency employees or members of the public; and outdoors with substantial and/or regular in-person, non-socially distanced contact with State agency employees or members of the public ("Covered Individuals").

**13.2 Requirements.** In accordance with HR/LR Policy #1446, Covered Individuals must be fully vaccinated against COVID-19 as defined in the policy or submit to testing at least once a week.

- ~~**13.3 Compliance.** Contractor is responsible for the following:~~
- ~~**13.3.1** Tracking and maintaining proof of vaccination status for vaccinated Covered Individuals;~~
  - ~~**13.3.2** Ensuring Covered Individuals who are not vaccinated are tested on a weekly basis;~~
  - ~~**13.3.3** Monitoring test results and ensuring that Covered Individuals with positive test results do not access the State workplace to perform contractual services until the Covered Individual has been medically cleared; and~~
  - ~~**13.3.4** Ensuring its Covered Individuals do not access the location where the contracted work is occurring if the Covered Individual is not in compliance with the requirements stated in item 2 Requirements, above.~~

~~**13.4 Reporting.** Upon request, Contractor shall provide the State with documentation demonstrating compliance with these requirements. Contractor shall maintain documentation for a minimum of thirty (30) days past the end date of the contract.~~

This clause intentionally left blank.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments and change orders remain in full force and effect. The Original Contract, previous amendments and change orders are incorporated into this Contract by reference.

### Signatures

Title	Name	Signature	Date
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# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-076

**Meeting Date:** 3/19/2024

**Sponsor:** Public Health

**Title**

Appointments to the Ad Hoc Solid Waste Advisory Committee

**Recommendation**

Appoint the following members to the Ramsey County Ad Hoc Solid Waste Advisory Committee: Apple, Jill; Bakken, Noelle; Borzcik, Teresa; D'Alencar, Krystle; De La Torre, Fernanda; Dupre, Mary Jo; Eberhard, Michelle; Favila, Melissa; Flores, Terrence; Gurrola, Ellen; Haas, Sara; Hernandez, Cheryl; Holland, Matt; Koppen, Stacy; Liu, Timothy; Manning, Christine; Mitchell, Tisa; Moody, Chelsea; Osborne, Kathy; Pincuspy, Steve; Ristow, Jacob; Roost, Donna; Shah, Suhila; Thacker Muzzy, Nicole; Tkachuck, Joy; Vang, Pahoua; Walsh, Brendan; Wittenberg, Keith; and Wozniak, Joe.

**Background and Rationale**

State law requires that Ramsey County revise its Solid Waste Management Plan in 2024, with input from an advisory committee, the Ad Hoc Solid Waste Advisory Committee.

Committee members will provide input to the goals set forth in the Minnesota Pollution Control Agency's Solid Waste Management Policy Plan, as well as additional county goals. Advisory committee input will inform what topics the county focuses on in its plan and how the county might approach this work in a way that best serves residents.

The advisory committee will function as a resource group and will participate in facilitated discussions to provide input on specific topics that may include:

- Waste reduction and reuse
- Recycling and trash management
- Food waste reduction and food scraps recycling
- The intersection between climate and waste management
- Advancing race and health equity through environmental justice

Interests of committee members will guide the direction of committee meetings. Committee members will discuss challenges, solutions and priorities and provide recommendations to the county on what to include in its Solid Waste Management Plan.

State and county requirements indicate that the advisory committee will consist of resident representatives, representatives from municipalities, representatives from private waste management firms and a representative from the county's Community Health Services Advisory Committee. The Waste Reduction Advisory Committee will meet four times in spring of 2024 over the period of one month. Committee members may be sought for additional feedback for up to six months from time of appointment.

Applicants were recruited through county communication channels and with the help of municipalities, Trusted Messengers, cultural consultants, and other partners. There were 58 applicants for the committee. A review panel consisting of staff and community members selected 29 applicants to join the committee. The review

process prioritized the selection of a diverse array of committee members that are reflective of the county's demographics. A full list of proposed committee members is attached. An overview of the demographics of this group is as follows:

Race/Ethnicity	Percent
Asian	17%
Black	4%
Hispanic/Latinx	4%
American Indian/Alaska Native	4%
Other - Multi-ethnic	8%
White	63%

Age group	Percent
Under 18	4%
18 - 25	0%
26 - 35	25%
36 - 55	33%
55+	38%

No applicants in the 18 - 25 age group.

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

☒ Well-being

☐ Prosperity

☐ Opportunity

☒ Accountability

**Racial Equity Impact**

The Ad Hoc Solid Waste Advisory Committee enables the county to learn and take direction from residents, which enables better service to residents. In recruiting for the committee, staff focused recruitment racially and ethnically diverse communities, particularly Black, American Indian, and Hispanic/Latinx communities.

The review process for committee membership prioritized the selection of committee members that are reflective of the county's demographics, including geography, race/ethnicity, and age. See above for demographic composition of the committee.

By having a diverse committee composition, the county will be better able to craft a Solid Waste Management Plan that best serves its community. The Solid Waste Management Plan will direct all the county's work around waste management for the next 20 years. Assessment of the impacts of this work will indicate how the county is performing in terms of racial equity.

**Community Participation Level and Impact**

Through this process, the county will learn and take direction from residents on how trash and recycling are managed in Ramsey County. The advisory committee is one of multiple ways that the county will engage with residents through the process of drafting its Solid Waste Management Plan. Other methods of engagement will include surveys and outreach at community events.

☒ Inform

☒ Consult

☒ Involve

☒ Collaborate

☐ Empower

**Fiscal Impact**

Advisory committee representatives contribute their time and expertise to provide guidance and oversight to county programs. The Ad Hoc Solid Waste Advisory Committee Bylaws allow for each member to be paid \$25 per meeting, with a limit of \$300 per year. Committee members will also be provided a full meal at each meeting.

**Last Previous Action**

On July 18, 2023, the Ramsey County Board approved the amended by-laws for the Ramsey County Ad Hoc Solid Waste Advisory Committee (Resolution B2023-118).

**Attachments**

1. Proposed Ad-Hoc Solid Waste Advisory Committee Members

## Proposed Ad-Hoc Solid Waste Advisory Committee Members

First Name	Last Name	City	Affiliation
Krystle	D'Alencar	Saint Paul	Resident
Fernanda	De La Torre	Saint Paul	Resident
Mary Jo	Dupre	Arden Hills	Resident
Michelle	Eberhard	Saint Paul	Resident
Ellen	Gurrola	White Bear Lake	Resident
Cheryl	Hernandez	Roseville	Resident
Stacy	Koppen	Maplewood	Resident
Timothy	Liu	Saint Paul	Resident
Christine	Manning	Saint Paul	Resident
Tisa	Mitchell	Saint Paul	Resident
Chelsea	Moody	Saint Paul	Resident
Steve	Pincuspy	Saint Paul	Resident
Teresa	Borzcik	Saint Paul	Resident
Keith	Wittenberg	Saint Paul	Resident
Brendan	Walsh	Shoreview	Resident
Pahoua	Vang	Saint Paul	Resident
Joy	Tkachuck	Maplewood	Resident
Suhila	Shah	Arden Hills	Resident
Donna	Roost	Saint Paul	Resident
Jacob	Ristow	Saint Paul	Resident
Jill	Apple	Saint Paul	Resident
Joe	Wozniak	Roseville	Resident
Melissa	Favila	Saint Paul	Resident
Terrence	Flores	Saint Paul	Resident
Noelle	Bakken	Roseville	Municipality representative - Roseville
Sara	Haas	Saint Paul	Municipality representative - Saint Paul
Kathy	Osborne		Hauler representative - LRS Recycles
Matt	Holland		Hauler representative - Walters
Nicole	Thacker Muzzy		County Community Health Services Advisory Committee representative

# Board of Commissioners

## Request for Board Action

Item Number: 2024-084

Meeting Date: 3/19/2024

**Sponsor:** County Attorney's Office

**Title**

Joint Powers Agreement with the City of Saint Paul Police Department

**Recommendation**

1. Approve the Joint Powers Agreement with the city of Saint Paul Police Department for the assignment of Michael DeTomaso to the County Attorney's Office on a cost reimbursement basis to be effective upon execution through December 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
3. Authorize the County Manager to approve and execute amendments to renew the terms of the agreements for two additional one-year periods, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

**Background and Rationale**

In Minnesota, the state recognizes the benefits of the interchange of personnel among and between governmental entities as an essential factor towards resolving problems affecting the community (Minnesota Statutes 5.51). The County Attorney's Office has a vacant position in its personnel complement that can be filled by appointments of the County Attorney. Joint Powers Agreements have been used in previous years between the Ramsey County and the city of Saint Paul. Minnesota Statutes 471.59 requires the consent of the governing bodies of political subdivisions to enter into agreements among them for such matters as employee interchanges.

Upon assignment to the County Attorney's Office, the employee will conduct prevailing wage and criminal wage theft investigations including but not limited to: collaborating upon and coordinating such investigations, when necessary, with other federal, state and local law enforcement agencies; working with county staff to determine compliance with the county's Ordinance; collaborating and engaging with community members and other affected stakeholders on the topics of wage theft and prevailing wage enforcement; and participating in the creation of new policies and procedures regarding wage theft investigations.

The County Attorney's Office and the city of Saint Paul Police Department recommend approval of this Joint Powers Intergovernmental Mobility Agreement. The County Attorney's Office will reimburse the city of Saint Paul on a cost reimbursement basis.

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

☒ Well-being      ☒ Prosperity      ☒ Opportunity      ☒ Accountability

**Racial Equity Impact**

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

**Community Participation Level and Impact**

There is no community engagement with this board action.

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

The County Attorney's Office will hold a similarly funded position vacant in the personnel complement to finance the reimbursement to the city of Saint Paul for the actual cost of salary and fringe benefits paid by Saint Paul for the employee. The estimated salary and fringe costs for this agreement in 2024 is \$164,000. This amount is included in the 2024-2025 County Attorney's Office budget.

**Last Previous Action**

None.

**Attachments**

1. Agreement with the City of Saint Paul Police Department - Michael DeTomaso

**JOINT POWERS AGREEMENT BETWEEN THE  
THE OFFICE OF THE RAMSEY COUNTY ATTORNEY AND  
THE CITY OF SAINT PAUL POLICE DEPARTMENT**

This is a Joint Powers Agreement (“Agreement”) entered into by and between the County of Ramsey, acting through its County Attorney’s Office (hereinafter “RCAO”), and the City of Saint Paul, acting through its Police Department (hereinafter “City”), collectively the “Parties” or individually, “Party.”

**RECITALS**

WHEREAS, Under Minnesota Statutes § 471.59, governmental units are empowered to engage in agreements to exercise their powers jointly and cooperatively; and

WHEREAS, Under Minnesota Statutes §§ 15.51 – 15.59 government units are empowered to contract for the services of interchanged government employees; and

WHEREAS, Under Minnesota Statutes § 388.051, the Ramsey County Attorney’s Office (“RCAO”) is statutorily mandated to prosecute felonies, including the drawing of indictments found by the grand jury, and, to the extent prescribed by law, gross misdemeanors, misdemeanors, petty misdemeanors, and violations of municipal ordinances, charter provisions and rules or regulations among other duties; and

WHEREAS, to effectively investigate and prosecute wage theft is dependent on strong partnerships with local law enforcement, including full, fair, and complete criminal investigations to inform charging decisions and other recommendations to the court; and

WHEREAS, in 2013, the Ramsey County, by and through its Board of Commissioners enacted Ordinance No. 2013-329 (the “Ordinance”), which required, among other things, the establishment of a prevailing wage rate as defined by Minnesota Statutes, Section 177.41 to 177.44, as amended from time to time, to be the minimum standard for wages to be paid to all workers working on County Projects as defined in the Ordinance; and

WHEREAS, the Ordinance also authorized the RCAO to create the position of a Prevailing Wage Compliance Officer to help enforce the Ordinance; and

WHEREAS, in 2021, the County further authorized the RCAO to expand the duties of the Prevailing Wage Compliance Officer to include the conducting of criminal investigations of allegations of wage theft; and

WHEREAS, the City operates a Police Department (the “SPPD”), governed by applicable laws and rules, with statutory authority to investigate possible crimes and criminal conduct within the geographic boundaries of the city and present such cases to the RCAO for review and charging; and

WHEREAS, the RCAO and the SPPD believe it is in the best interests of the Ramsey County community to partner together to investigate allegations of wage theft complaints, monitor applicable County projects and ensure compliance with labor laws; and

WHEREAS, the Parties wish to work together by embedding an investigator or other staff within the RCAO to prevent, investigate, and prosecute wage theft, including but not limited to ensuring: that all wages including overtime or shift premiums are paid, no unauthorized deductions are made, paid sick leave is properly accrued, and that payments for required employee benefits are made; and

WHEREAS, Michael A. DeTomaso is a regular employee of the City in the title of Sergeant in the Saint Paul Police Department, and has certain rights as a City employee; and

**JOINT POWERS AGREEMENT BETWEEN THE  
THE OFFICE OF THE RAMSEY COUNTY ATTORNEY AND  
THE CITY OF SAINT PAUL POLICE DEPARTMENT**

WHEREAS, Michael A. DeTomaso will be paid out-of-title as a Commander – Step E for the duration of this agreement.

**AGREEMENT**

NOW THEREFORE, the Parties hereto and their respective agencies hereby agree as follows:

1. **Scope.** The RCAO has requested, and the SPPD has agreed, to assign SPPD Sergeant Mike DeTomaso to the RCAO, to conduct prevailing wage and criminal wage theft investigations including but not limited to: collaborating upon and coordinating such investigations, when necessary, with other federal, state and local law enforcement agencies; working with County staff to determine compliance with the County's Ordinance; collaborating and engaging with community members and other affected stakeholders on the topics of wage theft and prevailing wage enforcement; and participating in the creation of new policies and procedures regarding wage theft investigations. While on assignment to the RCAO, Sergeant DeTomaso will report to First Assistant Ramsey County Attorney John Kelly.
2. **Term of Agreement.** This Agreement is effective on the date the County obtains all required signatures under Minnesota Statutes § 471.59. This Agreement expires two (2) years from the date it is effective, with the RCAO having the sole and exclusive option to extend the Agreement for up to two (2) additional year-long extension terms.
3. **Payment.** The RCAO shall reimburse the City for investigative services under this agreement at the rate which covers all salary and fringe, plus actual costs incurred beyond Sergeant DeTomaso's salary and fringe benefits, as well as for overtime owed to Sergeant DeTomaso for work he performs for the RCAO that his RCAO supervisor approves of in advance and in writing. The services hereunder shall be performed by Sergeant Mike DeTomaso, unless otherwise agreed and approved in advance by RCAO. The RCAO will only pay actual and reasonable expenses without any premiums or markup. The City shall submit an itemized bill and invoice quarterly. Upon receipt of the invoice and review of the charges by the County Attorney, payment shall be made by Ramsey County to the City within 35 days following the receipt of the undisputed invoice. The City shall submit quarterly invoices to the RCAO no later than 30 days past the end of the quarter.
4. **Employment Relation.** During the life of this Agreement, any employee assigned to the RCAO remains a regular employee of the City and continues to accrue and retain benefits, seniority, compensation, and allowances from the City in accordance with any current and subsequently approved City administrative procedures and/or policies, including any increases in compensation or allowance that may occur during the effective dates of this mobility agreement for which Sergeant DeTomaso could be eligible. Any assigned employee will comply with all City procedures related to receipt of allowances or use of sick/vacation time which will be coded with corresponding entries on their City of Saint Paul timesheets and deducted from their City payroll balances for same. Total compensation under this Agreement for any employee assigned services shall be reflected in the City's non-represented manager's salary schedule and will include the cost of all fringe benefits or overtime, if appropriate.



**JOINT POWERS AGREEMENT BETWEEN THE  
THE OFFICE OF THE RAMSEY COUNTY ATTORNEY AND  
THE CITY OF SAINT PAUL POLICE DEPARTMENT**

5. **Peace Officer Status.** Any assigned employee shall remain an active licensed peace officer on the City roster subject to Peace Officers Standards and Training Board ("POST") continuing education requirements. Any assigned employee shall attend in-service training provided by either the City or other training as directed by the City and is required to maintain their POST license current. Any assigned employee shall be subject to the Police and Fire Fund of the Public Employee Retirement Association of Minnesota with regular contributions.
6. **Relationship.** Although the supervision of Sergeant DeTomaso's duties will rest exclusively with the RCAO, it is agreed that he is not a RCAO employee and is not entitled to any benefits from Ramsey County or the RCAO, including but not limited to unemployment benefits, pension, sick and vacation leave, death and medical benefits, except as provided in Minn. Stat. 15.56, Subd. 4. Nothing in this Agreement, express or implied, is or shall be construed to be an offer or promise of permanent or other employment for any assigned employee with Ramsey County or RCAO.

Nothing in this agreement 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.

7. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been signed and approved by the same Parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
8. **Liability.** Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Parties liability.
9. **Authorized Representatives.** The RCAO's Authorized Representative is:

John Kelly, First Assistant County Attorney  
360 Wabasha Street North, Suite 100, Saint Paul, MN 55102  
651-266-3017  
John.Kelly@co.ramsey.mn.us

The City's Authorized Representative is:

Jack Serier, Assistant Chief  
367 Grove Street, Saint Paul, MN 55101  
Phone 651-266-9367  
Jack.Serier@ci.stpaul.mn.us

10. **Government Data Practices.** The Parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either Party.

**JOINT POWERS AGREEMENT BETWEEN THE  
THE OFFICE OF THE RAMSEY COUNTY ATTORNEY AND  
THE CITY OF SAINT PAUL POLICE DEPARTMENT**

11. **Termination.** The Parties may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative. Either party may immediately terminate this Agreement due to unavailability of funding. Termination must be by written notice to the other party's authorized representative. The RCAO is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the County Board of Commissioners, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected Party receiving that notice.
12. **Continuing Obligations.** The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices.

The Parties indicate their agreement and authority to execute this Agreement by signing below.


**COUNTY OF RAMSEY**

\_\_\_\_\_  
Trista Martinson, Chair                      Date  
Ramsey County Board of Commissioners

\_\_\_\_\_  
Mee Cheng, Chief Clerk                      Date  
Ramsey County Board of Commissioners

 3-4-24  
\_\_\_\_\_  
John Choi                      Date  
Ramsey County Attorney

Approved as to Form:

 3/1/24  
\_\_\_\_\_  
Bradley Cousins                      Date  
Assistant County Attorney

**CITY OF SAINT PAUL**

\_\_\_\_\_  
Jaime R. Tincher, Deputy Mayor                      Date  
for Melvin Carter, Mayor

\_\_\_\_\_  
Toni D. Newborn, J.D.                      Date  
Human Resources Director

\_\_\_\_\_  
Jack Serier,                      Date  
Assistant Chief of Police

\_\_\_\_\_  
John McCarthy, Director                      Date  
Office of Financial Services

Approved as to Form

\_\_\_\_\_  
Gail Langfield                      Date  
City Attorney

# Board of Commissioners

## Request for Board Action

Item Number: 2024-072

Meeting Date: 3/19/2024

**Sponsor:** Parks & Recreation

### Title

Proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland - Waive First Reading and Set Public Hearing Date

### Recommendation

1. Waive the First Reading of the Proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland.
2. Set the Public Hearing date of April 9, 2024, at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, MN, to afford the public an opportunity to comment on the proposed ordinance.

### Background and Rationale

Ardella Ankrum is the fee owner of the property commonly known as "0 Mystic Street", legally described as Lot 40, Block 9, and that part adjoining Lots 29 and 30, Block 9 of Lot A, Burlington Heights Division No. 2, Ramsey County, Minnesota. Ms. Ankrum is proposing a donation of the property to Ramsey County as parkland. The property is located along the Mississippi River bluff line south of Lower Afton Road and is bordered by two existing Mississippi River Bluff Protection Open Space properties (currently Battle Creek Regional Park property).

The subject property is a landlocked parcel of land approximately .263 acres in size and is undevelopable due to existing topographic conditions. A due diligence review was completed for the subject property including a title review, site inspections and property appraisal. The property appraisal valued the property at \$14,300.

The Parks & Recreation department recommends approval for the donation of 0 Mystic Street to Ramsey County. In addition, the Parks & Recreation department recommends conveying 0 Mystic Street to parkland within Battle Creek Regional Park. This property is included in the Parks & Recreation department strategic acquisition plan for Battle Creek Regional Park and identified in the 2023 Battle Creek Regional Park Long-Range Plan Amendment. All cost associated with the land donation for 0 Mystic Street will be paid by Ramsey County totaling approximately \$1,765 and consists of a land appraisal, title review, closing costs, and property taxes.

### Acquisition Costs

Purchase Price	\$ 0 (Donation)
Closing Costs (Estimated)	\$ 350
Property Appraisal	\$ 1,200
O & E Title Report	\$ 75
<u>Taxes</u>	<u>\$ 140</u>
Total	\$1,765

The Ramsey County Home Rule Charter section 5.01 requires that certain acts of the Ramsey County Board shall be by ordinance, including 5.01.A.7 ("Convey or lease, or authorize the conveyance or lease of any park

of lands of the County”). Although 5.01 is silent regarding real property acquisitions of park land pursuant to donation/gift, Section 5.04.A.8 specifically excludes “park land acquired by gift” from acts of the County Board pursuant to Resolution. Therefore, the appropriate procedure in this instance is by Ordinance under 5.01.

The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law. Both readings may be waived if a copy of the ordinance is supplied to each member of the County Board prior to its introduction. In accordance with these requirements, the proposed Land Donation Ordinance was provided to each commissioner prior to its introduction on March 19, 2024. Therefore, the first reading may be waived by duly made motion and majority vote.

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

This action sets the date of the Public Hearing as April 9, 2024, at 9 a.m., or as soon thereafter as possible, in the Council Chambers. Persons who intend to testify are encouraged to sign up online at [ramseycounty.us/chiefclerk](https://ramseycounty.us/chiefclerk) or contact the Chief Clerk at 651-266-9200 prior to April 9, 2024. If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

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

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

☒ Well-being      ☐ Prosperity      ☒ Opportunity      ☐ Accountability

**Racial Equity Impact**

Land acquisition of this property will improve the overall public access into this section of Battle Creek Regional Park (aka. Mississippi Bluff Protection Open Space) in addition to providing natural resource protection of the bluff line along Highway 61. The surrounding neighborhoods are very diverse with approximately 67% people of color consisting of Black/African American, American Indian/Alaskan Native, Asian/Pacific Islander, and Hispanic/Latino populations. This property acquisition promotes outcomes of the 21st Century Park initiative for public access to park and recreation facilities, natural environments, and promotes climate action goals for protection of natural resources and canopy protection for a reduction of heat zones in urban areas.

**Community Participation Level and Impact**

Although there was no community participation for this land donation, this property was previously identified for potential acquisition as part of a 2020 Metropolitan Council process for regional park and trail system additions in 2020 and within the 2023 Battle Creek Regional Park Long-Range Plan. The development of the 2023 Battle Creek Regional Park Long-Range Plan included a robust community engagement process to reach as wide of an audience as possible, while also focusing on an equitable approach through a selection of engagement sessions in order to reach as racially diverse audience as possible.

Engagement material and community notifications for the 2023 Battle Creek Long-range plan were available in multiple languages to maximize awareness and engagement opportunities. To ensure opinions of a racially diverse audience were included in the master plan, Parks & Recreation held pop-up meetings at various community festivals, events, and at reservations made at the Battle Creek Regional Park pavilion. The Battle Creek Regional Park Long-Range plan can be viewed and downloaded at:

<https://www.ramseycounty.us/residents/parks-recreation/planning-construction-restoration/battle-creek-regional-park-master-plan>

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

The total acquisition cost for the property donation at 0 Mystic Street, Saint Paul is \$1,765. Funding for the acquisition includes \$1,765 from the 2024 Parks budget. The Parks and Recreation department will provide ongoing land maintenance through Regional Parks and Open Spaces Operation & Maintenance funds. Operation and maintenance funding for regional parks and open spaces provides resources to implement maintenance and operation activities to the regional parks and trails within Ramsey County.

**Last Previous Action**

None.

**Attachments**

1. Proposed Ordinance
2. Proposed Schedule
3. Public Hearing Notice

OFFICIAL SUMMARY OF AN ORDINANCE APPROVING THE LAND DONATION OF 0 MYSTIC  
STREET, SAINT PAUL TO RAMSEY COUNTY AND TO CONVEY THE DONATED LAND AS  
PARKLAND

This Ordinance authorizes the land donation between the County of Ramsey and Ardella Ankrum. The parcel owned by Ardella Ankrum is adjacent to land within Battle Creek Regional Park.

Ordinance No. \_\_\_\_\_

AN ORDINANCE APPROVING THE LAND DONATION OF 0 MYSTIC STREET, SAINT PAUL TO RAMSEY COUNTY AND TO CONVEY THE DONATED LAND AS PARKLAND

WHEREAS, Ardella Ankrum is the fee owner of the property commonly known as “0 Mystic Street”, legally described as Lot 40, Block 9, and that part adjoining Lots 29 and 30, Block 9 of Lot A, Burlington Heights Division No. 2, Ramsey County, Minnesota; and

WHEREAS, Ms. Ankrum is proposing a donation of the property to Ramsey County as parkland; and

WHEREAS, The property is located along the Mississippi River bluff line south of Lower Afton Road and is bordered by two existing Mississippi River Bluff Protection Open Space properties (currently Battle Creek Regional Park property); and

WHEREAS, The subject property is a landlocked parcel of land approximately .263 acres in size and is undevelopable due to existing topographic conditions; and

WHEREAS, A due diligence review was completed for the subject property including a title review, site inspections and property appraisal. The property appraisal valued the property at \$14,300; and

WHEREAS, The Parks & Recreation department recommends approval for the donation of 0 Mystic Street to Ramsey County. In addition, the Parks & Recreation department recommends conveying 0 Mystic Street to parkland within Battle Creek Regional Park; and

WHEREAS, All cost associated with the land donation for 0 Mystic Street will be paid by Ramsey County totaling approximately \$1,765 and consists of a land appraisal, title review, closing costs, and property taxes; and

WHEREAS, The Ramsey County Home Rule Charter section 5.01 requires that certain acts of the Ramsey County Board shall be by ordinance, including section 5.01.A.7 (“Convey or lease, or authorize the conveyance or lease of any park or lands of the County”); and

WHEREAS, Section 5.01 is silent regarding real property acquisitions of park land pursuant to donation/gift, section 5.04.A.8 specifically excludes “park land acquired by gift” from acts of the County Board pursuant to Resolution; therefore, the appropriate procedure in this instance is by Ordinance under section 5.01; and

WHEREAS, The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law; and

WHEREAS, Both readings may be waived if a copy of the ordinance is supplied to each member of the County Board prior to its introduction; and

THE BOARD OF COMMISSIONERS OF THE COUNTY OF RASMEY DOES ORDAIN, the land donation between the County of Ramsey and Ardella Ankrum as part of Battle Creek Regional Park and described in Attachment 1, is hereby approved;

And Does Further

ORDAIN, That the Chair and Chief Clerk are authorized to execute the documents necessary to implement the land donation; and Does Further

ORDAIN, That this Ordinance shall not be effective until forty-five (45) days after publication of the Ordinance and the minutes in order to permit filing of any initiative and referendum in accordance with the Ramsey County Home Rule Charter.



Proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland.

Proposed Dates

March 19	Waive First Reading and set Public Hearing Date
March 27	Publication of County Notice in Official Newspaper – Press Publication
April 9	Waive Second Reading and Hold Public Hearing
April 16	Action on Ordinance
May 31	Ordinance becomes effective after forty-five (45) day waiting period (Referendum petition requirement).

## PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a Public Hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, April 9, 2024, in the Council Chambers, 3<sup>rd</sup> Floor - Courthouse, 15 West Kellogg Blvd, Saint Paul, MN, 55102.

This Public Hearing will be conducted to afford the public the opportunity to comment on the Proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland.

Persons who intend to testify are encouraged to sign up online at [ramseycounty.us/chiefclerk](https://ramseycounty.us/chiefclerk) or to contact the Chief Clerk at 651-266-9200 prior to Tuesday, April 9, 2024.

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

Zoom: <https://tinyurl.com/04092024PublicHearing> | Webinar ID: 981 0248 2842 | Passcode: 573158 | Phone: 651-372-8299

**Email:** [chiefclerk@ramseycounty.us](mailto:chiefclerk@ramseycounty.us) | **Phone:** 651-266-9200 | **Written Mail:** Chief Clerk, 15 W. Kellogg Blvd, Suite 250, Saint Paul, MN 55102