

Agenda

June	11, 2024 - 9 a.m.	Council Chambers - Courthous	e Room 300
ROLI	LCALL		
PLE	DGE OF ALLEGIANCE		
LAN	DACKNOWLEDGEMENT		
1.	Agenda of June 11, 2024 is Presented for Ap	proval	<u>2023-667</u>
	Sponsors: County Manager's Office		
	Approve the agenda of June 11, 2024		
2.	Minutes from June 4, 2024 are Presented for	Approval	<u>2023-688</u>
	Sponsors: County Manager's Office		
	Approve the June 4, 2024 Minutes.		
ADM	INISTRATIVE ITEMS		
3.	Inclusive and Respectful Workplace Policy A	Addendum for Elected Officials	<u>2024-086</u>
	Sponsors: County Manager's Office		
	Approve the Inclusive and Respectful Workplac County elected officials may choose to adopt.	e Policy for Elected Officials that Ra	amsey
4.	Grant Agreement with Metropolitan Council	for the Equity Grant Program	<u>2024-203</u>
	Sponsors: Parks & Recreation		
 Accept a grant award and approve a grant agreement w the Equity Grant Program for Tuj Lub & Sepak Takraw for the period of grant execution through June 30, 2027 Authorize the Chair and Chief Clerk to approve and exe Authorize the County Manager to enter into agreements agreements in accordance with the county's procureme provided the amounts are within the limits of the grant for 		Sepak Takraw courts at Keller Regination June 30, 2027. Pprove and execute the grant agree nto agreements and execute amene ty's procurement policies and proce	onal Park ement. dments to

5. Cooperative Agreements with Minnesota Department of Natural Resources <u>2024-204</u> for Boat Launch Improvements

Sponsors: Parks & Recreation

- 1. Approve the State Cooperative Agreement with the Minnesota Department of Natural Resources for boat launch improvements at Turtle Lake in Turtle Lake County Park for the period of June 11, 2024, through December 31, 2044.
- 2. Approve the State Cooperative Agreement with the Minnesota Department of Natural Resources for boat launch improvements at Snail Lake in Vadnais Snail Lakes Regional Park for the period of June 11, 2024, through December 31, 2044.
- 3. Authorize the Chair and Chief Clerk to execute the agreements.
- 4. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures.

6. Repurchase of a Tax-forfeited Property Located at 732 State Street, Saint <u>2024-202</u> Paul, MN 55107

Sponsors: Property Tax, Records & Election Services

- 1. Determine that by allowing a timely repurchase of the following property, any injustices or undue hardships caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
 - Commissioner District 5
 - PIN: 08-28-22-31-0149
 - Property Address: 732 State Street, Saint Paul, MN 55107
 - Repurchase amount due to date: \$7,319
 - 2. Approve the repurchase of the above tax-forfeited property by Hotland Properties, LLC, fee owner at the time of forfeiture (Repurchaser), subject to the Repurchaser executing a repurchase contract within 90 days of approval.

POLICY ITEM

7. Presentation: Family Resource Centers

2024-220

Sponsors: Health and Wellness

None. For information and discussion only.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:00 a.m. (est.) Regional Railroad Authority Meeting – Council Chambers – Courthouse Room 300

10:30 a.m. (est.) Board Workshop: Economic Mobility Hub for American Indians in Ramsey County Courthouse Room 220 - Large Conference Room Public access via Zoom: Webinar ID: 945 2405 1145 | Passcode: 590044 | Phone: 651-372-8299 1:30 p.m. Closed meeting - **CLOSED TO PUBLIC** Re: 2023 Litigation Report – Courthouse Room 220, Large Conference Room

Advance Notice:

June 18, 2024	County board meeting – Council Chambers
June 25, 2024	County board meeting – Council Chambers
July 02, 2024	County board meeting – Council Chambers
July 09, 2024	County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

Item Number: 2023-667

Meeting Date: 6/11/2024

Sponsor: County Manager's Office

Title Agenda of June 11, 2024 is Presented for Approval

Recommendation Approve the agenda of June 11, 2024

4



Request for Board Action

Item Number: 2023-688

Meeting Date: 6/11/2024

Sponsor: County Manager's Office

Title Minutes from June 4, 2024 are Presented for Approval

Recommendation Approve the June 4, 2024 Minutes.

Attachments 1. June 4, 2024 Minutes. Board of Commissioners Minutes

2023-666

2023-687

2024-196

June 4, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:03 a.m. with the following members present: McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Commissioner Frethem was absent. Also present were Johanna Berg, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner Xiong.

1. Agenda of June 4, 2024 is Presented for Approval

Sponsors: County Manager's Office

Approve the agenda of June 4, 2024.

Motion by Ortega, seconded by McGuire. Motion passed.Aye:Martinson, McGuire, Moran, Ortega, Reinhardt, and XiongAbsent:Frethem

2. Minutes from May 28, 2024 are Presented for Approval

Sponsors: County Manager's Office

Approve the May 28, 2024 Minutes.

Motion by Xiong, seconded by Reinhardt. Motion passed. Aye: Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong Absent: Frethem

PROCLAMATION

3. Proclamation: PRIDE Month

Sponsors: Human Resources

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

ADMINISTRATIVE ITEMS

5. Agreement with Meisinger Construction Company, Inc. for Medical Examiner's <u>2024-191</u>

6



Office Backup Generator Replacement Project

Sponsors: Property Management

- 1. Approve the selection of and agreement with Meisinger Construction Company, Inc., 121 Bridgepoint Way, South Saint Paul, MN 55075, for the Medical Examiner's Office Backup Generator Replacement project, for the period of June 4, 2024 through June 3, 3025, in the not-to-exceed amount of \$308,000.
- 2. Authorize the Chair and Chief Clerk to execute the agreement.
- 3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by Xiong, seconded by Reinhardt. Motion passed.

Aye: Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong Absent: Frethem Resolution: B2024-100

6. Amendment to the Joint Powers Agreement with the Minnesota Department of <u>2024-192</u> Veteran Affairs for the Homelessness Mission - Functional Zero Project

Sponsors: Veterans Services

- 1. Approve an amendment to the Joint Powers Agreement with the Minnesota Department of Veteran Affairs, 435 Wabasha Street North #120, Saint Paul, MN 55102, for the Homelessness Mission Functional Zero Project for the period of November 1, 2022 through June 30, 2025, in the not-to-exceed amount of \$300,000 in accordance with the rates established in the agreement.
- 2. Authorize the Chair and Chief Clerk to execute the agreement.

Motion by Xiong, seconded by Reinhardt. Motion passed.

Aye:Martinson, McGuire, Moran, Ortega, Reinhardt, and XiongAbsent:FrethemResolution:B2024-101

7. Grant Agreement with the Minnesota Board of Water and Soil Resources for <u>2024-200</u> Soil Health Supplemental Staffing

Sponsors: Parks & Recreation

- 1. Ratify the submittal of the grant application to the Minnesota Board of Water and Soil Resources for soil health supplemental staffing.
- 2. Accept a grant award and approve the grant agreement with Minnesota Board of Water and Soil Resources for soil health supplemental staffing for the period after the grant agreement is executed through December 31, 2027, in the amount of \$345,000.
- 3. Authorize the Chair and Chief Clerk to execute the grant agreement.
- 4. Authorize the County Manager to enter into agreements and amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by Xiong, seconded by Reinhardt. Motion passed.Aye:Martinson, McGuire, Moran, Ortega, Reinhardt, and XiongAbsent:FrethemResolution:B2024-102

4. Grant Agreement with the Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program

<u>2024-190</u>

Sponsors: Housing Stability

- 1. Ratify the submittal of the grant application to Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program.
- 2. Accept a grant award and approve a grant agreement with Minnesota Housing Finance Agency for the period of June 1, 2024, through September 30, 2025, in the amount of \$3,288,018.
- 3. Authorize the Chair and Chief Clerk to execute the grant agreement.
- 4. Authorize the County Manager to enter into agreements and execute amendments to agreements and contracts in accordance with the county's procurement policies and procedures provided the amounts are within the limits of grant funding.

Discussion can be found on archived video.

Motion by Moran, seconded by Xiong. Motion passed.Aye:Martinson, McGuire, Moran, Ortega, Reinhardt, and XiongAbsent:FrethemResolution:B2024-103

ORDINANCE PROCEDURES

8. Proposed Ramsey County Commissioner's Salary Ordinance for 2025 - Waive <u>2024-214</u> First Reading and Set Public Hearing Date

Sponsors: Human Resources

- 1. Waive the First Reading of the proposed Ramsey County Commissioner's Salary Ordinance for 2025.
- Set the Public Hearing date of June 18, 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 55102 to afford the public an opportunity to comment on the proposed Ramsey County Commissioner's Salary Ordinance for 2025.

Motion by Reinhardt, seconded by Ortega. Motion passed.Aye:Martinson, McGuire, Moran, Ortega, Reinhardt, and XiongAbsent:FrethemResolution:B2024-104

COUNTY CONNECTIONS

No Updates.

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.

OUTGOING DEPUTY COUNTY MANAGER REMARKS

Remarks by outgoing Deputy County Manager, Scott Williams. Discussion can be found on archived

video.

ADJOURNMENT

Chair Martinson declared the meeting adjourned at 10:18 a.m.



Request for Board Action

Item Number: 2024-086

Meeting Date: 6/11/2024

Sponsor: County Manager's Office

Title

Inclusive and Respectful Workplace Policy Addendum for Elected Officials

Recommendation

Approve the Inclusive and Respectful Workplace Policy for Elected Officials that Ramsey County elected officials may choose to adopt.

Background and Rationale

Inclusive and Respectful Workplace Policy

The Inclusive and Respectful Workplace Policy was first established 30-years ago as the Workplace Violence Policy. In 1999, the name was revised to Workplace Violence Prevention and Respectful Workplace Policy. In 2009, the name was revised again to Respectful Workplace and Violence Prevention Policy. In 2016, another non-substantive change was made when the policy was moved into the countywide administrative policy manual.

In 2022, the Ramsey County Human Resources Office, Compliance & Ethics Office, and the County Attorney's Office partnered to update this policy to reflect Ramsey County's workplace expectations, climate, culture, and our core values. On June 3, 2024, Ramsey County released the updated and improved Inclusive and Respectful Workplace Policy that incorporates:

- The Nondiscrimination Policy
- The Sexual Harassment Policy
- The nonretaliation statement
- Policy violation reporting instructions
- Corrective action procedures
- Information on confidentiality in the reporting process
- Real life examples of unacceptable prohibited behavior

Inclusive and Respectful Workplace Policy Addendum for Elected Officials

Ramsey County and its officials, staff, and residents are composed of individuals with a wide variety of backgrounds, experiences, perspectives, values, and goals. As the highest tier of leadership, Ramsey County Elected Officials set the tone for the organization and must respect, value, and welcome everyone who works with and works for Ramsey County.

As such, in 2023, the Audit Committee of the Ramsey County Board of Commissioners directed the development of the Inclusive and Respectful Workplace Policy Addendum for Elected Officials.

Through this addendum, Ramsey County Elected Officials may formally adopt the Inclusive and Respectful Workplace Policy which establishes aligned procedures specific for Ramsey County Elected Officials. In the event of any conflict between any provision of this addendum and the Inclusive and Respectful Workplace

Item Number: 2024-086

Policy, this addendum will control.

Upon the start of their service and the beginning of each term thereafter, the Chief Compliance and Ethics Officer will provide an acknowledgement to each Ramsey County Elected Official who chooses to adopt the Inclusive and Respectful Workplace Policy to sign confirming they have read and understand the policy and this addendum, and they agree to comply with the requirements these documents contain.

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

There is a positive racial equity impact. This addendum provides Ramsey County Elected Officials with the means to make a formal commitment to and hold each other mutually accountable to set the tone for the organization and to respect, value, and welcome everyone who works with and works for Ramsey County.

Community Participation Level and Impact

There was no community engagement associated with this request.					
🛛 Inform	Consult	Involve	Collaborate	Empower	

Fiscal Impact

There is no fiscal impact associated with this request.

Last Previous Action

Not applicable.

Attachments

1. Inclusive and Respectful Workplace Policy

2. Inclusive and Respectful Workplace Policy Addendum for Elected Officials



Policy Title: Inclusive and Respectful Workplace Policy Chapter: 4

POLICY STATEMENT

Ramsey County is committed to creating and maintaining a healthy, inclusive, and respectful workplace, free of harassment and discrimination. All employees are expected to adhere to this policy and hold each other mutually accountable for ensuring a workplace culture that is inclusive, supportive, and respectful of all our employees. All managers, supervisors, and other employees, including vendors and contractors, will treat each other, the residents we serve, and everyone we meet, with courtesy, dignity, and respect.

This policy defines behaviors that may violate this objective and outlines procedures for making complaints and for responding to complaints to ensure timely and appropriate follow-through. Harassment, intimidation, violence, microaggressions, and other bullying or discriminatory behaviors are prohibited.

Individuals who believe they have been subjected to, or witnessed, behaviors that violate this policy should file a complaint using the complaint process outlined in the **Procedures** section below. People who violate this policy will be subject to corrective action, as outlined in the **Corrective Actions** section below.

Discrimination

Ramsey County strictly prohibits discrimination, including discrimination based on an individual's actual or perceived protected class characteristics (see the definition of **Protected class** below). Discrimination includes unfair or prejudicial treatment, adverse actions, or conduct that segregates, separates, limits or restricts the individual from employment opportunities, including (but not limited to) hiring, promotion, compensation, disciplinary action, assignment of job duties, or other benefits or privileges of employment.

The county is committed to: ensuring a respectful work environment free of all forms of harassment and discrimination; actively recruiting, developing, and sustaining a diverse workforce that reflects the community; and creating a cooperative work environment that promotes outstanding service to all the county's diverse communities.



Harassment

Ramsey County strictly prohibits any form of harassment, defined as unwanted, unwelcomed, and uninvited conduct that threatens, offends, intimidates, alarms, or puts a person in fear for their safety. Harassing behavior includes but is not limited to derogatory comments, offensive touching or gestures, impeding or blocking movement, or interfering with work. It can also include visual insults such as derogatory posters, memes, or cartoons. In addition to this policy, state and federal laws prohibit unwelcome conduct or communication based on actual or perceived membership in a protected class, including stereotypes of protected classes, that has a negative effect on the individual and/or on the workplace, as defined in the **Protected class** section below. See **Definitions** for more examples of harassment.

Ramsey County is committed to preventing and responding to sexual harassment of any kind in the workplace (defined below). Sexual harassment includes harassment involving unwanted sexual advances, requests for sexual favors, and other unwelcome verbal, nonverbal, written or physical conduct or communication of a sexual nature. It includes any behavior that degrades someone based on their sex, gender, sexual orientation, or gender identity. Sexual harassment also includes preferential treatment or promises of preferential treatment for submitting to sexual conduct, or negative treatment or threats of negative treatment for refusing to submit to sexual conduct.

Non-Retaliation Statement

Ramsey County prohibits retaliation or reprisal in any form against an employee who opposes harassing, discriminatory or disrespectful conduct, or who files a complaint, reports a violation, acts as a witness, or participates in the investigation of a reported violation of Ramsey County workplace policies or any applicable law, government rule, or regulation. Retaliation also includes conduct or communication aimed at preventing a person from opposing or reporting harassing, discriminatory or disrespectful conduct, or participating in an investigation. This is true even if the report is ultimately determined to be unsubstantiated.

Any employee who is found to have engaged in retaliation in violation of this policy will be subject to discipline, up to and including discharge.



Forms of retaliation may include harassment or adverse employment consequences such as:

- Arbitrary discipline or demotion, providing inaccurate work information, or failing to cooperate or to discuss work-related matters.
- Intentionally pressuring, falsely denying, lying, covering up, or attempting to cover up conduct such as that described above.

APPLICABILITY

This policy applies to all employees of the county.

The standards in this policy apply to behavior in the workplace, which is defined in the **Workplace** section below.

DEFINITIONS

Protected class: A group of people with a common characteristic who are legally protected from employment discrimination based on that characteristic. Protected classes are created by both federal and state law. Protected classes include: race; color; creed; religion; national origin (includes birthplace, ancestry, culture, or linguistic characteristics closely associated with an ethnic group); sex; pregnancy (includes childbirth and related medical conditions); marital status; familial status; receipt of public assistance; membership or activity in a local human rights commission; disability (physical or mental); age; sexual orientation; gender identity; gender expression; employee genetic information; and, for employees in some federally funded programs, political beliefs.

Bullying: Behavior that is threatening, intimidating, or humiliating (see examples below). It includes many of the same behaviors under the definition of harassment.

Intimidation: Behavior that induces fear in another person through threats, insults, badgering, bullying, or aggressive behavior that causes, or threatens to cause, physical or emotional harm to others.

Microaggressions: Indirect or subtle statements or behaviors (intentional or unintentional) that communicate a negative attitude toward marginalized or stigmatized groups (see examples below). Types of microaggressions include but are not limited to:



- When a person behaves in a discriminatory way but alleges that they did not intend it to be offensive. *Example:* a person telling a racist joke, then saying, "I was just joking."
- When a person makes seemingly favorable comments that are unintentionally discriminatory. *Example:* a person saying to a doctor of color, "Your people must be so proud."
- When a person's comment invalidates or undermines the experiences of a certain group of people. *Examples:* a white person telling a person of color that racism does not exist today; or a man telling a woman that sexism does not exist today.

Offensive behavior: Words or conduct that a reasonable person would find objectionable, although the conduct is neither severe nor pervasive (see examples below).

Violence: Actions that hurt or attempt to threaten or hurt people. This includes physical force, harassment, intimidation, or misuse of power and authority resulting in fear, pain, or injury. Violent behavior can be direct, indirect, or with reckless disregard for another person. Violent behavior also includes verbal abuse, threats, acts, or conditions that would lead a person to reasonably believe a violent act could occur.

Workplace: The workplace includes wherever anyone is representing Ramsey County or conducting work on behalf of the county, whether at a Ramsey County property, at home, or in the community. The workplace also includes anywhere employees engage one another through their shared connection as county employees, which includes social, virtual, and physical work environments, not solely limited to county property or to conduct occurring during work hours. Workplace conduct may play out in personal conversations, memos, notes, emails, texts, social media posts, and phone calls.

Examples of discrimination, harassment, sexual harassment, bullying, and offensive behavior:

- Discussing sexual activities or making sexual comments, jokes, suggestions, or invitations
- Intentional physical conduct that is sexual in nature, including kissing, touching, brushing against, patting, or pinching
- Comments about a person's physical or mental health



- Comments of a sexual or demeaning nature about a person's clothing, body, or physical appearance (this may also be considered sexual harassment)
- Displaying or sharing sexually explicit, suggestive, racially insensitive, or demeaning or disrespectful materials
- Sexually suggestive facial expressions, leering, or ogling
- Racial jokes or slurs
- Using demeaning or inappropriate terms or labels
- Using crude language or behavior
- Sabotaging another person's work
- Hostile physical conduct
- Physical assault, including assault of a sexual nature
- Humiliation, demeaning actions, or name-calling
- Following or stalking
- Ridiculing
- Yelling
- Spreading rumors or gossiping
- Statements demeaning the hiring of others

RESPONSIBILITIES

Ramsey County will take prompt and effective remedial action to review complaints under this policy and conduct investigation when necessary. Ramsey County may take immediate steps, at its discretion, to protect the complainant, other employees or members of the public, pending the completion of the investigation.

Managers and Supervisors

Managers and supervisors are responsible for:

- Ensuring all employees adhere to this policy
- Monitoring the workplace and reporting incidents that violate this policy
- Reporting and addressing situations where harassment and bullying have occurred

Managers and supervisors who allow or tolerate behaviors that could be in violation of this policy, and who fail to report such behaviors immediately are subject to corrective action, which may include discipline up to and including termination of employment.



All Employees

All employees share responsibility for creating and maintaining a workplace where everyone is valued and respected. Employees are responsible for adhering to this policy and holding each other mutually accountable to this policy.

PROCEDURES

Reporting

Employees have multiple options for discussing or reporting concerns about behavior that may or may not violate this policy. Employees are encouraged to discuss with a supervisor, manager, or <u>Human Resources (HR) business partner</u> any behavior that feels uncomfortable, intimidating, threatening, or offensive, even if the employee is not sure the behavior violates this policy. If the behavior involves a manager or supervisor, employees should contact HR directly. If the person making the complaint is not comfortable sharing their concerns with their supervisor, manager, or HR, they may contact the Workplace Investigations Team in the Compliance and Ethics Office.

Employees may share concerns or make a complaint through any means, including in person, in an email, over the phone, or in a letter. A concern or complaint can also be reported on RamseyNet using the <u>workplace conduct complaint form</u>. This form can be submitted anonymously, if desired.

When an employee reports a complaint to a supervisor or manager regarding a violation of this policy, the supervisor or manager is required to discuss options with the employee as to how best to respond to that complaint, including <u>reporting it to HR</u> or the Workplace Investigations Team. If the reported behavior appears to violate this policy and the employee does not wish to take the issue to HR or the Workplace Investigations Team themselves, the manager or supervisor is required to report the behavior to HR or the Workplace Investigations Team.

All employees have a responsibility to report violations of this policy. If appropriate, employees may attempt to resolve an issue with the person or people who engaged in offensive behavior through direct communication, though it is not necessary to do so before reporting.



Incidents will be reported to law enforcement or other authorities when required by law.

In the case of violent behavior, the incident should be reported immediately. An employee who feels they have been subjected to such conduct by a non-employee third party, such as a vendor or members of the public, should report the conduct to their supervisor, manager, HR, Workplace Investigations Team or Compliance and Ethics Office. For immediate assistance in responding to violent behavior, contact on-site security, and/or an onsite supervisor or manager, or dial 911.

Confidentiality

Ramsey County will treat all complaints with sensitivity and discretion. The County will maintain confidentiality to the greatest extent possible and respect employees' privacy by sharing information only with those who have a need to know, so an investigation may proceed, and appropriate disciplinary or corrective action may occur. Absolute confidentiality cannot be guaranteed because confidentiality may prevent an effective investigation or may not be possible due to labor and employment laws.

It is possible to submit an anonymous complaint when using the <u>workplace conduct</u> <u>complaint form</u> on RamseyNet.

Witness Intervention

People who witness violations of this policy have the responsibility to report it using the above outlined procedures. People who witness and report violations in good faith of this policy are protected from retaliation as reasonably possible.

Complaints

All complaints will be reviewed promptly, thoroughly, and impartially.

Managers and supervisors who receive a complaint of discriminatory, violent, harassing, intimidating, offensive, or retaliatory behavior, or who have reason to believe that such behavior is occurring, must report the concern and forward the entire complaint promptly, thoroughly, and impartially to HR or the Workplace Investigations Team. HR staff who receive such a complaint must report the concern to the Workplace Investigations Team to determine whether a violation of county policy has occurred. Managers and supervisors must not make an independent determination as to the validity of a complaint.



Complaints that are submitted via the <u>workplace conduct complaint form</u> on RamseyNet go directly to the Workplace Investigations Team.

If an employee believes their complaint was not handled properly or promptly, they are urged to contact the Compliance and Ethics Office or HR. While employees are encouraged to use the County's internal complaint procedure, they may also choose to file a charge or complaint with the Minnesota Department of Human Rights ("MDHR"), the Equal Employment Opportunity Commission ("EEOC"), or other external entity, or pursue available legal options.

Corrective Actions

Once management is aware of a violation of this policy, prompt remedial action must be taken that can reasonably be expected to stop the behavior. People who violate this policy are subject to various forms of resolution or corrective action, including discipline up to and including termination.

It may be necessary to take interim steps to avoid ongoing violations during the investigation period. This may include removing the person who has been accused of violating the policy to a different work location temporarily or putting them on a leave with pay pending the investigation.

Once the investigation is complete, resolution or corrective actions may include an apology, direction to stop the behavior, coaching, counseling, training, implementation of a performance improvement plan, transfer, or discipline. If discipline is warranted, disciplinary measures will be taken in alignment with the County's personnel rules and collective bargaining agreements, and may include the following:

- written reprimand
- suspension
- demotion; and
- termination.

Not all policy violations will require disciplinary measures. Once HR has reviewed the complaint, and investigated, if warranted, managers/supervisors will receive feedback from HR as to how best to resolve the incident. With HR's guidance, managers and



supervisors may employ other restorative tools including mediation, conflict resolution, coaching, and restorative circles, to resolve conflicts that occur in the workplace.

AUTHORITY

This policy and the procedures herein were prepared under the authority of the County Manager. It ensures compliance with:

- United States Code: 42 U.S.C. § 2000e, Title VII of the Civil Rights Act of 1964
- Code of Federal Regulations: 29 C.F.R., Guidelines on Discrimination
- Public Law No: 113-128, Workforce Innovation and Opportunity Act (WIOA)
- Minnesota Human Rights Act, Chapters 363A and 363A.03
- Ramsey County Administrative Code, 9.30.10 (Code of Ethics of Ramsey County Employees, Equal Treatment) and 5.10.78 (Sexual Harassment Policy)
- Ramsey County Board Resolution #80-645, Affirmative Action Policy
- Ramsey County Board Resolution #84-53 dated January 16, 1984
- Ramsey County Personnel Rules 2: Purpose, and 24: Causes for Disciplinary Action

LINKS AND RESOURCES

Employee Assistance Program Employee Resource Groups

CONTACTS / SUBJECT MATTER EXPERTS

For more assistance and information, the following contacts may be helpful:

- <u>Human Resources</u>: 651-266-2700
- Workplace Investigations Team, Office of Compliance and Ethics: 651-266-8000
- <u>Minnesota Department of Human Rights</u> (MDHR): 651-539-1100 or TTY: 651-296-1283. MDHR is Minnesota's civil rights enforcement agency. Contact MDHR if you need more information about discrimination and your rights, or to report discrimination if attempts to have complaints addressed by the county are unsuccessful.
- Equal Employment Opportunity Commission (EEOC): 1-800-669-4000 or 1-800-669-6820. The EEOC is responsible for enforcing federal discrimination laws. Contact MDHR if you need more information about federal discrimination laws, your rights, or to report discrimination if attempts to have complaints addressed by the county are unsuccessful.



• Union stewards for employees represented by a union.

Date	Brief description of change		
March 4, 2024	This policy supersedes by incorporation the Respectful Workplace and		
	Violence Prevention Policy, the Non-discrimination Policy and the		
	Sexual Harassment Policy.		
May 6, 2016	Updated for inclusion in the countywide		
	administrative policy manua		
March 24, 2009	Resolution 2009-111 updated Workplace Violence		
	Prevention and Respectful Workplace Policy;		
	revised to Respectful Workplace and Violence		
	Prevention Policy		
May 18, 1999	Resolution 99-218 changed title from Workplace		
	Violence Policy to Workplace Violence Prevention		
	and Respectful Workplace Policy		
August 1994	Original adoption of policy		

APPROVAL

Name: Johanna Berg Title: County Manager Effective Date: June 3, 2024



Inclusive and Respectful Workplace Policy Addendum

for Ramsey County Elected Officials

REASON FOR ADDENDUM

Through this addendum, Ramsey County Elected Officials may formally adopt the Inclusive and Respectful Workplace Policy and establish aligned procedures specific for Ramsey County Elected Officials. In the event of any conflict between any provision of this addendum and the Inclusive and Respectful Workplace Policy, this addendum will control.

APPLICABILITY

This addendum applies to the members of the Ramsey County Board of Commissioners and to each Ramsey County Elected Official who adopts it.

RESPONSIBILITIES

Ramsey County and its officials, staff, and residents are composed of individuals with a wide variety of backgrounds, experiences, perspectives, values, and goals. As the highest tier of leadership, Ramsey County Elected Officials set the tone for the organization and must respect, value, and welcome everyone who works with and works for Ramsey County.

Ramsey County Elected Officials are committed to creating and maintaining a healthy, inclusive, and respectful workplace, free of harassment and discrimination. Ramsey County Elected Officials adopt the Inclusive and Respectful Workplace Policy and this addendum to hold each other mutually accountable for ensuring a workplace culture that is inclusive, supportive, and respectful of employees by treating each other and the residents we serve with courtesy, dignity, and respect.

PROCEDURES

Compliance Enforcement

Ramsey County Elected Officials who adopt the Inclusive and Respectful Workplace Policy and this addendum are accountable to themselves and each other to follow the commitments and responsibilities this policy contains.

Upon the start of their service and the beginning of each term thereafter, the Chief



Compliance and Ethics Officer will provide an acknowledgement to each Ramsey County Elected Official who chooses to adopt the Inclusive and Respectful Workplace Policy to sign confirming they have read and understand the policy and this addendum, and they agree to comply with the requirements these documents contain.

Reporting

Any person who believes that a Ramsey County Elected Official has violated the Inclusive and Respectful Workplace Policy and this addendum can:

- If comfortable, raise the issue directly with the individual Elected Official.
- Report the alleged violation to the County Manager, Chief Compliance and Ethics Officer, and/or to the Chief Human Resources Officer for additional attention and evaluation of appropriate next steps.
- File a formal complaint using the online complaint portal on the Ramsey County intranet site.

CONTACTS / SUBJECT MATTER EXPERTS

County Manager Chief Compliance and Ethics Officer Chief Human Resources Officer



Request for Board Action

Item Number: 2024-203

Meeting Date: 6/11/2024

Sponsor: Parks & Recreation

Title

Grant Agreement with Metropolitan Council for the Equity Grant Program

Recommendation

- 1. Accept a grant award and approve a grant agreement with the Metropolitan Council for the Equity Grant Program for Tuj Lub & Sepak Takraw courts at Keller Regional Park for the period of grant execution through June 30, 2027.
- 2. Authorize the Chair and Chief Clerk to approve and execute the grant agreement.
- 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 grant funding.

Background and Rationale

In 2023, the Metropolitan (Met) Council authorized over \$2 million in Parks Interest Earnings for the Equity Grant Program. These dollars may be used to fund capital projects and program operating costs by Regional Park Implementing Agencies. The 2023 Equity Grant Program emphasizes partnership building, equity programming efforts, internal and inter-agency collaboration, and designing accessible capital projects that not only meet Americans with Disabilities Act (ADA) requirements, but provide innovative ways to bring meaningful, rich experiences to users.

The "Premiere Tuj Lub & Sepak Takraw Courts at Keller Regional Park" Equity Grant is a capital project grant that will support construction of amenities onsite at the new Tuj Lub courts, set for Spring 2025 construction.

County Goals (Check those advanced by Action)

☑ Well-being ☑ Prosperity ☑ Opportunity

□ Accountability

Racial Equity Impact

Racial equity is at the heart of this grant and will have very positive benefits toward racial equity in the county, particularly for the Hmong and Southeast Asian Communities. Within a two-mile radius of the new courts, the population is 61% racially and ethnically diverse residents, with 37% of the overall population identifying as Asian or Pacific Islander. The project is anticipated to be used by participants from the Hmong and Southeast Asian communities regionally and nationally.

Community Participation Level and Impact

The Tuj Lub design process had a robust engagement with the Tuj Lub Association of Minnesota.☑ Inform☑ Consult☑ Involve☑ Collaborate□ Empower

Fiscal Impact

The \$200,000 Equity Grant from the Met Council will contribute to the overall construction costs of the Tuj Lub and Sepak Takraw courts. No county match is required. The overall cost of the project is \$2.3 million, including funding from the Parks & Trail Legacy Amendment fund, as well as the Arts & Cultural Heritage Legacy Amendment fund. These funds are accounted for within the capital project budget.

Last Previous Action

None.

Attachments

1. Tuj Lub Equity Grant Agreement

GRANT AGREEMENT Competitive Equity Grant Program Metropolitan Council Bonds and Interest Earnings

GRANTEE: Ramsey County		GRANT NO. SG-24P3-06-01
GRANT PROJECT: Keller Regional Park Attachment A, Grant Project Summary)	- Tuj Lub and Se	pak Takraw Courts (See
TOTAL GRANT AMOUNT: \$200,000.00		
COUNCIL BONDS: \$200,000.00		
INTEREST EARNINGS: \$0.00		
EFFECTIVE DATE: Date agreement has be GRANT PROJECT ACTIVITY PERIOD:		
COUNCIL AUTHORIZED REPRESENTA (erin.acton@metc.state.mn.us)	ATIVE: Erin Act	on, Parks Grant Administrator
COUNCIL ACTION: April 24, 2024	BUSINESS	ITEM: 2024-91
EXPIRATION DATE: June 30, 2027	I	

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into on the Effective Date by and between the Metropolitan Council (the "Council") and the Regional Park Implementing Agency identified above as the "Grantee."

RECITALS

- 1. Minnesota Statutes section 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for development of regional recreation open space in accord with the Council's 2040 Regional Parks Policy Plan
- 2. The 2040 Regional Parks Policy Plan committed the Council to creating a set-aside competitive grant program for capital projects explicitly intended to strengthen equitable usage of the Regional Parks System, available to Regional Parks Implementing Agencies.

- **3.** The Grantee is a Regional Parks Implementing Agency, defined as the counties of Anoka, Carver, Dakota, Ramsey, Scott and Washington, the cities of Saint Paul and Bloomington, the Minneapolis Park and Recreation Board, and the Three Rivers Park District.
- 4. The Grantee has applied to the Council for a Competitive Equity Grant to assist in the funding of the Grant Project summarized in Attachment A and fully described in the grantee's final program application, which is incorporated into this grant agreement by reference.
- **5.** The Metropolitan Council has allocated the Total Grant Amount from a combination of Council park bonds and/or interest earnings to the Grantee for the Grant Project, as shown on Page 1.
- 6. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Grant Project Activity Period.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

1. **DEFINITIONS.**

- A. *Approved Long-Range Plan.* "Approved Long-Range Plan" means the long-range plan for the Park required and approved by the Council.
- **B.** *Council Action.* "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified on Page 1 of this Agreement, by which the Grantee was awarded Competitive Equity Grant Program funds.
- C. *Effective Date*. "Effective Date" means the date this Agreement is fully executed by both parties.
- **D.** *Eligible Costs.* "Eligible Costs" means and is limited to the Use of Funds described in Attachment A and the grantee's program application, which is incorporated into this agreement by reference.
- **E.** *Grant Project or Project.* "Grant Project or Project" means the project described in Attachment A and the grantee's program application, which is incorporated into this grant agreement by reference.
- F. *Grant Project Activity Period*. "Grant Project Activity Period" is identified on Page 1 of this Agreement.
- G. *Park*. "Park" means the regional park, regional park reserve, regional trail, or special recreation feature containing the Grant Project.
- **H.** *Policy Plan.* "Policy Plan" means the regional recreation open space system policy plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- I. *Reimbursement.* "Reimbursement" means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment for the expenditure under this agreement.

2. GRANT PROJECT.

2.01 Grant Project. The Grantee will perform the Grant Project identified on Attachment A and in the grantee's program application, which is incorporated into this agreement by reference, during the Grant Project Activity Period identified on Page 1. A Grant Project summary that identifies the Project activities and budget is attached hereto and incorporated herein as Attachment A. All projects undertaken in whole or in part with grant funds shall be administered, developed, and maintained in accordance with the provisions of this Agreement, the Grantee's grant application, the Approved Long-Range Plan (where applicable) and the Policy Plan.

3. GRANT AMOUNT, GRANT PROJECT ACTIVITY PERIOD, REQUEST FOR REIMBURSEMENT.

3.01 Grant Amount. The Council agrees to make available to the Grantee during the Grant Period a grant in the amount described on Page 1 to complete the Grant Project. In no event will the Council's obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the performance of the Grant Project.

3.02 Grant Project Activity Period. The grant period shall commence on the date shown on Page 1 and remain in full force and effect until the expiration date shown on Page 1, or until all Grantee obligations set forth in this agreement have been satisfactorily fulfilled and the Grantee's final report is received and accepted by the Council, whichever occurs first. After that date, all grant funds that have not been expended shall revert to the Council.

3.03 Requests for Reimbursement. All payments to the Grantee are on a Reimbursement basis only, as provided in <u>Section 1, paragraph (I)</u>. To obtain reimbursement under this agreement, the Grantee shall provide the Council with evidence that the Grant Project, (or a portion thereof) for which payment is requested, has been satisfactorily completed. The Grantee shall describe the activities undertaken regarding the grant and shall provide sufficient documentation of grant eligible expenditures, invoices and payment documents, and such other information as the Council's staff reasonably requests. The Council will make the final determination whether the expenditures are eligible for reimbursement under this agreement, and verify the total amount requested from the Council. Reimbursement of any cost is not to be construed as waiver by the Council of any Grantee noncompliance with this agreement.

All documentation of expenditures to be reimbursed shall be submitted on forms provided by the Council. The Council shall reimburse all grant eligible expenditures not greater than the total grant amount within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee. Documentation shall be deemed to be accepted if it is not rejected in writing within ten (10) working days of receipt.

No reimbursements will be awarded under this agreement for work done before or after the Grant Project Activity Period.

3.04 Council Fund Requirement. Notwithstanding anything to the contrary in this agreement, the payment of grant proceeds shall be made by the Council within the time frames specified in this article only if the Council has adequate program funds on hand at the time that payment is due.

4. ELIGIBLE USE OF GRANT PROCEEDS.

4.01 Grant Project Costs. The approved costs of the Grant Project are eligible for reimbursement out of grant proceeds, in accordance with the budget outlined in Attachment A.

4.03 Administration Costs of Grant. The Grantee agrees to maximize the use of its own personnel and internal services in taking the steps necessary to perform the Grant Project and minimize the administrative costs associated with the performance of the Grant Project.

4.04 Compliance with Tax-Exempt Bond Requirement. The Grantee acknowledges the source of the Grant Funds may be in whole or in part proceeds of tax-exempt bonds, as shown on Page 1, and will comply with restrictions regarding the use of grant proceeds contained in Minnesota Statutes section 473.301 *et seq.*, and with provisions of all applicable state and federal laws, rules, and regulations pertaining to the use of bond proceeds. This applies to any portion of the grant project that may funded from that tax-exempt bonds, as outlined in Attachment A. The Grantee will not use any tax-exempt bond portion of the Grant Funds in any way that would cause the bonds to be classified as "arbitrage bonds" under Section 148 of the Internal Revenue Code. The Grantee will not take or permit any action that would adversely affect the tax-exempt status of the bonds or omit to take any action necessary to maintain such tax-exempt status. Capital assets financed with bond proceeds shall be used only for authorized public purposes and shall not be used for any incidental private purposes unless private incidental uses are expressly permitted by applicable state and federal laws, rules, and regulations relating to tax-exempt bonds.

4.05 Ineligible Costs. The Grantee shall not be reimbursed for ineligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost.

4.06 Shifts in Project Budget. Upon written request by the Grantee shifts in budget lines may be considered for approval by Council staff if it is determined that such a shift would not result in a change in project scope or grant deliverables and would maintain compliance with fund source regulations and restrictions.

5. ACCOUNTING, AUDIT REQUIREMENTS, FINAL REPORT.

5.01 Separate Account. The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete records and accounts relating to the receipt and expenditure of any and all grant funds. Such accounts and records shall be kept and maintained for a period of at least six (6) years following the expiration of the grant or such shorter period as may be specified in writing by the Council at the expiration of the grant period.

5.02 Audit. The above accounts and records of the Grantee shall be audited in the same manner as other accounts and records of the Grantee and may be audited and/or inspected on the Grantee's premises or otherwise by individuals designated or authorized by the Council at any time following reasonable notification during the grant period and for a period of six (6) years thereafter.

5.03 Semi-Annual Reporting. Grantee must submit cash flow and semi-annual progress reports to the Council by July 31 and January 31 of each year while the grant agreement is active. In the cash flow report, the Grantee shall describe the current project spending and projected spending for the periods defined in the report template. The progress report shall include the construction, programing and/or consulting activities undertaken during the reporting period. The Grantee shall provide sufficient documentation for information the Council reasonably requests.

5.04 Final Report and Grant Closeout. Prior to the Council's approval of the final reimbursement, the Grantee must submit a final closeout report that provides the completed project results, acknowledges that all required reports have been submitted, that the grant funds have been spent in accordance with the grant agreement, and certifies that the reported expenditures fairly and accurately represent the true project costs.

6. GENERAL CONDITIONS.

6.01 Regional Use. The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the Policy Plan and the Approved Long-Range Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the completed Grant Project or the Park including, but not limited to, charging higher fees for non-residents, without the express written consent of the Council, either during the Grant Project Activity Period or for a period of twenty (20) years following.

6.02 Consultation. The Grantee agrees to review and solicit recommendations and advice from the Council's staff at the earliest possible time if and when the Grantee expects that the following will or may occur:

• The costs for any portion of the Grant project will be higher than the Grantee's projected costs for that portion of the Grant Project; or

• The total cost of the Grant Project will exceed the total grant award.

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

6.04 Maximum Use of Other Funds. If the Grantee at any time receives funding or reimbursement from another source for amounts charged by the Grantee against this grant, such funds charged against this grant shall be immediately refunded to the Council upon discovery of the duplicate funding or reimbursement.

6.05 Liability. The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Council's failure to fulfill its obligations under this Agreement.

6.06 Amendments. The terms of this agreement may be changed by mutual agreement of the parties. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee.

6.07 Equal Opportunity; Affirmative Action. The Grantee agrees to comply with all applicable laws, rules, and regulations relating to nondiscrimination and affirmative action in public purchase, involvement, and use. In particular, the Grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, marital status, disability, status with regard to public assistance, membership or activity in a local civil rights commission, or age, and to take affirmative action to insure that applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training. In addition, the Grantee agrees to include affirmative action and equal employment provisions in any written contract entered into after the date of execution of this agreement which involves the provision of work or services which will be paid for in whole or in part out of the grant proceeds.

6.08 Permits, Bonds, and Approvals. The Grantee is responsible for obtaining all applicable local and state licenses, permits, bonds, and authorizations necessary for performing the Grant Project.

6.09 Acknowledgments. The Grantee shall appropriately acknowledge the financial assistance provided by the Council in any promotional materials, press releases, reports, and publications relating to the Grant Project. Upon completion of the Grant Project, the Grantee must post a permanent funding acknowledgement sign in a conspicuous location at the site (if applicable), including language similar to the following: "Funding for this project was provided through a regional recreation open space grant funded by the Metropolitan Council."

6.10 Project Implementation. This agreement is intended to assist in implementing the Policy Plan and shall be interpreted consistently with it.

6.11 Jurisdiction and Venue. Venue for all legal proceedings arising out of this grant agreement, or breach of this grant agreement, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

6.12 Termination. The Council may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment determined on a pro rata basis, for services satisfactorily performed.

6.13 Small Disadvantaged Businesses. The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance are available through the Council's Office of Equal Opportunity at <u>http://mcub.metc.state.mn.us</u>. The Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs. The Council expects the Grantee and Grantee's contractors to make reasonable efforts to solicit and include Small Disadvantaged Businesses in economic activities that arise from the Grantee's use of grant funds.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date indicated by the Metropolitan Council authorized representative below.

RAMSEY COUNTY

METROPOLITAN COUNCIL

By:		By:	
Its:	Trista Martinson Chair	Its:	LisaBeth Barajas, Executive Director Community Development Division
Date:		Date:	

By:		
	Mee Cheng	
Its:	Chief Clerk	

Date:

Approval Recommended:

By: Mark McCabe

Its: Director of Parks and Recreation

Date: 05/24/2024

Approved as to form

By:

Kathleen Ritter

Assistant County Attorney Its:

5/24/2024 Date:

7

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-24P3-06-01
Funding Type:	Council Bonds
Grantee:	Ramsey County
Project Name:	Keller Regional Park - Tuj Lub & Sepak Takraw Courts
Regional Park or Trail:	Keller Regional Park
City:	Maplewood
County:	Ramsey
Project Description:	The Hmong Tuj Lub Association of Minnesota and Ramsey
	County are partnering to make significant improvement by
	redesigning the existing tuj lub courts and adding sepak takraw
	courts at Keller Regional Park. Improvements to the existing tuj
	lub courts and the addition of takraw courts to the regional park
	system will make these the premiere courts in the Metro Area.
Total Budget:	\$200,000.00
<u>Capital Costs:</u>	
Construction:	\$200,000.00 (Construction of tuj lub and sepak takraw courts)
Internal Professional Services:	\$0.00
External Professional Services:	\$0.00
<u>Non-Capital Costs:</u> Internal Professional Services:	\$0.00
External Professional Services:	\$0.00
Community Engagement:	\$0.00
Outreach Events:	\$0.00
Outreach Goods/Materials:	\$0.00
Other:	\$0.00
	ψ0.00
*No budget shifts will be allowed	
between Capital Costs and Non-	
Capital Costs due to fund restrictions.	
•	



Request for Board Action

Item Number: 2024-204

Meeting Date: 6/11/2024

Sponsor: Parks & Recreation

Title

Cooperative Agreements with Minnesota Department of Natural Resources for Boat Launch Improvements

Recommendation

- 1. Approve the State Cooperative Agreement with the Minnesota Department of Natural Resources for boat launch improvements at Turtle Lake in Turtle Lake County Park for the period of June 11, 2024, through December 31, 2044.
- 2. Approve the State Cooperative Agreement with the Minnesota Department of Natural Resources for boat launch improvements at Snail Lake in Vadnais Snail Lakes Regional Park for the period of June 11, 2024, through December 31, 2044.
- 3. Authorize the Chair and Chief Clerk to execute the agreements.
- 4. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures.

Background and Rationale

Parks & Recreation is seeking approval of two cooperative agreements with the Minnesota Department of Natural Resources (DNR) to make boat launch improvements at Turtle Lake and Snail Lake. The DNR has agreed to provide Ramsey County with concrete planks for the boat launch at no charge and Parks & Recreation is in a process of procuring a contractor to install the planks. This is a twenty-year agreement from June 2024 to December 2044 allowing the two agencies to work together on these boat launch improvements.

County Goals (Check those advanced by Action)

☑ Well-being □ Prosperity ☑ Opportunity

□ Accountability

Racial Equity Impact

Ramsey County Parks & Recreation's boat launches are free and open to the public. The department has invested in programming, signage and outreach efforts to continue to create a sense of welcoming and belonging for communities of color.

Community Participation Level and Impact

No community	engagement was con	ducted since this imp	rovement is free of	f cost.
Inform	Consult	Involve	Collaborate	Empower

Fiscal Impact

The acquisition of concrete planks, afforded by the approval of the cooperative agreements, will be utilized to repair boat launches at Snail Lake Regional Park and Turtle Lake County Park to reduce the overall cost to repair these boat launches. Funding for the maintenance of boat launches is typically obtained through the Parks and Recreation's buildings and grounds improvement fund or the regional rehab maintenance fund. These funds provide resources to address maintenance needs throughout the Parks and Recreation system. Obtaining in-kind boat launch materials will allow for greater use of maintenance funds to be utilized on other Parks and Recreation needs. The value of the planks that will be provided at no cost to the county through this

agreement are estimated at \$20,000 for Turtle Lake and \$40,000 for Snail Lake.

Last Previous Action

None.

Attachments

- 1. Snail Lake Public Water Access Cooperative Agreement
- 2. Turtle Lake Public Water Access Cooperative Agreement



SNAIL LAKE PUBLIC WATER ACCESS COOPERATIVE AGREEMENT BETWEEN THE STATE OF MINNESOTA AND RAMSEY COUNTY

This agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State", and County of Ramsey hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public water access on lakes and rivers, where access is inadequate; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the State and the County have determined that the public water access on Snail Lake is of high priority under the state public water access program; and

WHEREAS, the State owns land described as section 14, Township 30, Range 23 of Ramsey County, which is attached and incorporated into this agreement as **Exhibit A**; and

WHEREAS, the State and the County desire to cooperate in the replacement of the boat ramp at the public water access on Snail Lake hereinafter referred to as the "facilities"; and

WHEREAS, a resolution or copy of the County Board meeting minutes authorizing the County to enter into this agreement is attached and incorporated into this agreement as **Exhibit B**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

- I. STATE'S DUTIES AND RESPONSIBILITIES
 - a. The State will encumber funds for the planks for the facility through the standard internal purchasing process including, but not limited to, a separate requisition request.
 - b. The State can provide boating related informational signs for the facilities as determined by Department of Natural Resources policy. i.e. Invasive species signs, as requested by the County.
 - c. The State can review and approve any plans and provide technical assistance for the facility as proposed by the County during the term of this Agreement.
 - d. The State reserves the right to inspect the facility at any time to ensure that the County is in compliance with this agreement.
- II. COUNTY'S DUTIES AND RESPONSIBILITIES
 - a. The County shall obtain all permits or license that may be required for the construction or repair of the Facilities.
 - b. The County agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.
 - c. The County is responsible for the construction of the ramp and all other materials needed for the

facility. The County can request technical assistance from the State.

- d. The County shall be responsible for all routine maintenance and upkeep of the facilities including all on-going ramp maintenance and will keep the facilities in reasonable and safe condition.
- e. The County shall not restrict the use of the facilities based upon the boat size or the boat's engine horsepower, except as adopted through uniform water surface use zoning regulations.
- f. The County and the State shall not charge a separate fee to use the launch ramp or parking area. The facility shall remain open year-round or in conjunction with the County's established hours for a facility of this type. The County may close a facility for emergencies, without prior written consent of the State. The County shall notify the State within 48 hours of closing the facility for emergency reasons or if the facility will remain closed longer than 48 hours.
- g. The County must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. Operational Order 113 is incorporated into this agreement by the link below, duties listed are under Sections II and III (p. 5-8).
 http://files.doc.etate.mp.us/opsictence/grapts/babitatat/babitat/babitatatatatatatat

http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

- i. The County shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.
- ii. If equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned with tools or equipment furnished by the County (such as brush/broom, compressed air or pressure washer) at the staging area.
- iii. The County shall dispose of material and debris cleaned from equipment and clothing at an appropriate location. If the material cannot be disposed of onsite, then the material must be secured prior to transport (such as a sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
- iv. The County shall ensure that all equipment and clothing used for work in public waters has been adequately decontaminated for aquatic invasive species. All equipment and clothing including but not limited to waders, vehicles and boats that are exposed to any public water of the state must be thoroughly cleaned and drained of all water before transport to another location.
- h. Work performed and use of the facility should, to the maximum extent possible, be conducted in a manner that adheres to applicable Minnesota Occupational Safety and Health Standards, the Minnesota Department of Health and CDC Guidelines, and State executive orders. All work completed for this agreement must adhere to the conditions in State executive orders related to COVID 19 until they are rescinded or expired.
- III. FUNDING

The State shall provide funding for its responsibilities under Article I through the standard internal purchasing process including, but not limited to a separate requisition in which funds will be encumbered.

The total obligation of the State for its responsibilities under Article I shall be limited to the amount of funds legislatively appropriated and administratively allocated to this project. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is complete under article XII.

IV. TERM

- a. *Effective Date:* June 1, 2024 or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date*: **December 31, 2044** for a period of twenty (20) years except as otherwise provided herein or agreed to in writing by both parties. The agreement can be extended with a written amendment as agreed upon and signed by both parties per article XI.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six (6) years from the end of this agreement.

VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota

VIII. FORCE MAJEURE

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article II, upon thirty (30) days written notice to the County.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the County shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

X. GOVERNMENT DATA PRACTICES

The County and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the County or the State.

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

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

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <u>https://mn.gov/mnit/programs/accessibility/</u>.

XII. COMPLETE AGREEMENT

This agreement contains all negotiations and agreements between the State and the County. No other understanding regarding this agreement, whether written or oral, may be used to bind either party. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XIII AUTHORIZED REPRESENTATIVES

Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or by email to:

The State's Authorized Representative is Rachel Henzen, 1200 Warner Road, St. Paul, MN 55106, 651-259-5875, <u>rachel.henzen@state.mn.us</u>, or her successor.

The County's Authorized Representative is Kristopher Lencowski, 2015 VanDyke Street, Maplewood, MN 55109, 651-266-0330, <u>Kristopher.lencowski@ramseycounty.us</u>, or his successor. IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES	COUNTY OF RAMSEY		
Ву:	Ву:		
Title:	Title: Ramsey County Board Chair		
Date:	Date:		
DEPARTMENT OF ADMINISTRATION Delegated to Materials Management Division	COUNTY OF RAMSEY		
Ву:	Ву:		
Title:	Title: Ramsey County Chief Clerk		
Date:(Effective Date)	Date: Approved as to form: <u>Kathlean Ritter</u> 5-24-2024 Assistant County Attorney		
STATE ENCUMBERANCE VERIFICATION Individual certifies that funds have been encumber	ed as req. by Minn. Stat. 16A.15 and 16C.05.		
Signed:			
Date:			

Contract: _____



Minnesota Department of Natural Resources Parks and Trails | Area 3B 1200 Warner Road Saint Paul, MN 55106

Snail Lake Public Water Access Ramsey County



DEPARTMENT OF NATURAL RESOURCES

Exhibit A 41



TURTLE LAKE PUBLIC WATER ACCESS COOPERATIVE AGREEMENT BETWEEN THE STATE OF MINNESOTA AND RAMSEY COUNTY

This agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State", and County of Ramsey hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public water access on lakes and rivers, where access is inadequate; and

WHEREAS, the State and the County are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the State and the County have determined that the public water access on Turtle Lake is of high priority under the state public water access program; and

WHEREAS, the State owns land described as section 14, Township 30, Range 23 of Ramsey County, which is attached and incorporated into this agreement as **Exhibit A**; and

WHEREAS, the State and the County desire to cooperate in the replacement of the boat ramp at the public water access on Turtle Lake hereinafter referred to as the "facilities"; and

WHEREAS, a resolution or copy of the County Board meeting minutes authorizing the County to enter into this agreement is attached and incorporated into this agreement as **Exhibit B**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

- I. STATE'S DUTIES AND RESPONSIBILITIES
 - a. The State will encumber funds for the planks for the facility through the standard internal purchasing process including, but not limited to, a separate requisition request.
 - b. The State can provide boating related informational signs for the facilities as determined by Department of Natural Resources policy. i.e. Invasive species signs, as requested by the County.
 - c. The State can review and approve any plans and provide technical assistance for the facility as proposed by the County during the term of this Agreement.
 - d. The State reserves the right to inspect the facility at any time to ensure that the County is in compliance with this agreement.
- II. COUNTY'S DUTIES AND RESPONSIBILITIES
 - a. The County shall obtain all permits or license that may be required for the construction or repair of the Facilities.
 - b. The County agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.
 - c. The County is responsible for the construction of the ramp and all other materials needed for the

facility. The County can request technical assistance from the State.

- d. The County shall be responsible for all routine maintenance and upkeep of the facilities including all on-going ramp maintenance and will keep the facilities in reasonable and safe condition.
- e. The County shall not restrict the use of the facilities based upon the boat size or the boat's engine horsepower, except as adopted through uniform water surface use zoning regulations.
- f. The County and the State shall not charge a separate fee to use the launch ramp or parking area. The facility shall remain open year-round or in conjunction with the County's established hours for a facility of this type. The County may close a facility for emergencies, without prior written consent of the State. The County shall notify the State within 48 hours of closing the facility for emergency reasons or if the facility will remain closed longer than 48 hours.
- g. The County must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. Operational Order 113 is incorporated into this agreement by the link below, duties listed are under Sections II and III (p. 5-8).
 http://files.doc.edu/fil

http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf.

- i. The County shall prevent invasive species from entering into or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.
- ii. If equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned with tools or equipment furnished by the County (such as brush/broom, compressed air or pressure washer) at the staging area.
- iii. The County shall dispose of material and debris cleaned from equipment and clothing at an appropriate location. If the material cannot be disposed of onsite, then the material must be secured prior to transport (such as a sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
- iv. The County shall ensure that all equipment and clothing used for work in public waters has been adequately decontaminated for aquatic invasive species. All equipment and clothing including but not limited to waders, vehicles and boats that are exposed to any public water of the state must be thoroughly cleaned and drained of all water before transport to another location.
- h. Work performed and use of the facility should, to the maximum extent possible, be conducted in a manner that adheres to applicable Minnesota Occupational Safety and Health Standards, the Minnesota Department of Health and CDC Guidelines, and State executive orders. All work completed for this agreement must adhere to the conditions in State executive orders related to COVID 19 until they are rescinded or expired.
- III. FUNDING

The State shall provide funding for its responsibilities under Article I through the standard internal purchasing process including, but not limited to a separate requisition in which funds will be encumbered.

The total obligation of the State for its responsibilities under Article I shall be limited to the amount of funds legislatively appropriated and administratively allocated to this project. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is complete under article XII.

IV. TERM

- a. *Effective Date:* June 1, 2024 or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The County shall not begin work under this Agreement until it is fully executed and the County has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date*: **December 31, 2044** for a period of twenty (20) years except as otherwise provided herein or agreed to in writing by both parties. The agreement can be extended with a written amendment as agreed upon and signed by both parties per article XI.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The County's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the County relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six (6) years from the end of this agreement.

VII. ANTITRUST

The County hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota

VIII. FORCE MAJEURE

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article II, upon thirty (30) days written notice to the County.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the County by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the County shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the County notice of lack of funding within a reasonable time of the State's receiving that notice.

X. GOVERNMENT DATA PRACTICES

The County and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the County or the State.

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

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

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: https://mn.gov/mnit/programs/accessibility/.

XII. COMPLETE AGREEMENT

This agreement contains all negotiations and agreements between the State and the County. No other understanding regarding this agreement, whether written or oral, may be used to bind either party. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XIII AUTHORIZED REPRESENTATIVES

Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or by email to:

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Ву:	Ву:				
Title:	Title: Ramsey County Board Chair				
Date:	Date:				
DEPARTMENT OF ADMINISTRATION Delegated to Materials Management Division	COUNTY OF RAMSEY				
Ву:	Ву:				
Title:	Title: Ramsey County Chief Clerk				
Date: (Effective Date)	Date:				
STATE ENCUMBERANCE VERIFICATION Individual certifies that funds have been encumbe	Assistant County Attorney				
Signed:	_				
Date:	_				
Contract:	_				



Minnesota Department of Natural Resources Parks and Trails | Area 3B 1200 Warner Road Saint Paul, MN 55106

Turtle Lake Public Water Access Ramsey County



DEPARTMENT OF NATURAL RESOURCES

Exhibit A 47



Request for Board Action

Item Number: 2024-202

Meeting Date: 6/11/2024

Sponsor: Property Tax, Records & Election Services

Title

Repurchase of a Tax-forfeited Property Located at 732 State Street, Saint Paul, MN 55107

Recommendation

- 1. Determine that by allowing a timely repurchase of the following property, any injustices or undue hardships caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
 - Commissioner District 5
 - PIN: 08-28-22-31-0149
 - Property Address: 732 State Street, Saint Paul, MN 55107
 - Repurchase amount due to date: \$7,319
- 2. Approve the repurchase of the above tax-forfeited property by Hotland Properties, LLC, fee owner at the time of forfeiture (Repurchaser), subject to the Repurchaser executing a repurchase contract within 90 days of approval.

Background and Rationale

The subject property is located at 732 State Street and is a residential, single-family dwelling located in the West Side neighborhood of the city of Saint Paul. Property taxes for 2020, 2021, and 2022 were unpaid and the property forfeited to the state on December 5, 2023. The repurchase applicant is Hotland Properties, LLC, fee owner at the time of forfeiture.

Repurchaser has submitted, along with repurchase application, down-payment in the amount necessary to enter into repurchase contract. Payments received will be deposited in the Tax Forfeited Land Sale Fund upon execution of repurchase contract.

The city of Saint Paul has reviewed the application for police, building, and property maintenance code violations within the past five years and has resolved that the Board of Ramsey County Commissioners approve the repurchase application for the property.

The department of Property Tax, Records and Election Services (PTRES) has reviewed the repurchase application and supporting documentation and finds Repurchaser has experienced financial hardship which eventually led to the forfeiture of the property.

Based on these findings, PTRES recommends approval of the repurchase application, thereby correcting any undue hardships or injustices resulting from the forfeiture, subject to the Repurchaser executing a repurchase contract within 90 days of approval of the resolution.

County Goals (Check the	ose advanced by Action)	
Well-being	□ Prosperity		□ Accountability

Racial Equity Impact

Item Number: 2024-202

Meeting Date: 6/11/2024

While the racial equity impact of repurchasing one parcel is unclear, racial demographics provide marginal insight. More than 53% of households in the West Side neighborhood are non-White, as compared to only 43% of non-White households throughout all of Saint Paul, which makes this an area more racially diverse than most of Saint Paul. Regardless of area demographics, investments made in this community can positively impact racial equity.

Community Participation Level and Impact

PTRES informe	ed the city of Saint Pau	I about the property	. The Saint Paul Ci	ty Council passed a	resolution
recommending	the Ramsey County E	Board approve the re	purchase.	-	
Inform	Consult		Collaborate	Empower	

Fiscal Impact

Revenue from sales of tax-forfeited property is deposited into the Tax Forfeited Land Sale Fund. Net proceeds from this sale in the Fund, after paying administration costs and assessments, are distributed 40% to the county, 40% to the Saint Paul Public School District 625 and 20% to the city of Saint Paul on an annual basis.

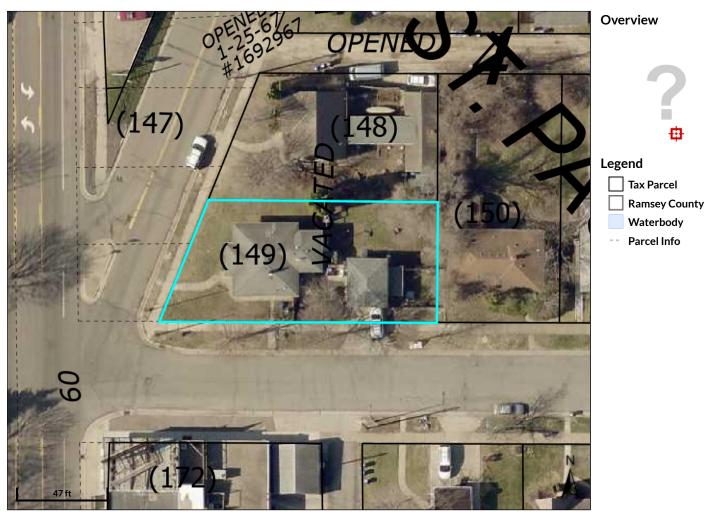
Last Previous Action

None.

Attachments

1. Map of property located at 732 State Street

RAMSEY COUNTY



Parcel ID< Sec/Twp/Rng Property Address
 082822310149
 Alter

 08/28/22
 Tax

 732 STATE ST
 Class

 ST PAUL
 Pare

Alternate IDn/aTax5E TClassificationREPParcel Area0.17

n/a 5E TAX FORFEITURE NOT REPORTED; 0.1774 Owner Address STATE OF MN TRUST EXEMPT PO BOX 64097 SAINT PAUL MN 55164-0097

Tax Authority Group (TAG) Brief Tax Description

ST PAUL 625 L THE W ST PAUL RE&IMP SYND 1 VAC ALLEY ADJ AND EX N 61 5/10 FT PART ... 15 OF LOTS 11 THRU LOT 15 BLK 4 (Note: Not to be used on legal documents)

Date created: 5/20/2024 Last Data Uploaded: 5/20/2024 7:47:31 AM





Board of Commissioners

Request for Board Action

Item Number: 2024-220

Meeting Date: 6/11/2024

Sponsor: Health and Wellness

Title

Presentation: Family Resource Centers

Recommendation

None. For information and discussion only.

Background and Rationale

The Association of Minnesota Counties and partners will present an overview of the Family Resource Centers model. Family Resource Centers provide programs, services and referrals based on the needs of families and communities.

Attachments

1. Presentation

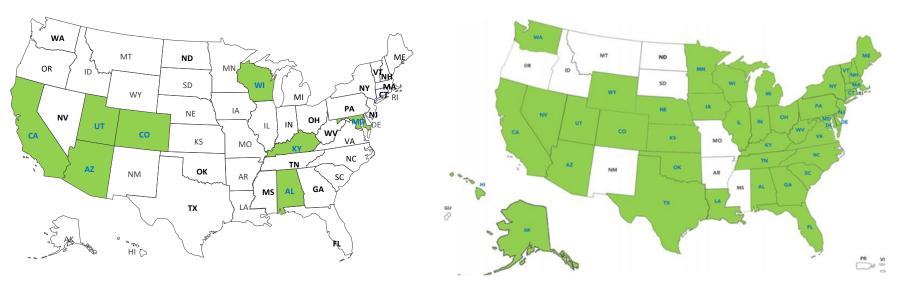
Family Resource Centers A Presentation for Ramsey County



A National Movement: The National Family Support Network

2011

2024



iviviti

NATIONAL

Family Support

- Founded in 2011 by 8 state Networks as a membership organization
- Volunteer-coordinated until November 2015

What is a Family Resource Center (FRC)?

Community based & family focused, FRCs provide programs, services and referrals based on the needs of families and communities. No wrong door.









Safe, accessible place for families to connect with supports and services. Programs tailored to the culture and needs of the community they serve. Core services focus on parenting education and skills, early childhood literacy, and access to concrete supports. A place where individuals and organizations come together to help families thrive.



Framework



NETWORK

Standards of Quality for Family Strengthening and Support

- Family Centeredness
- Family Strengthening
- Diversity, Equity, and Inclusion
- Community Strengthening
- Evaluation

Parent Advisory Committee

- Ensures meaningful parent engagement
- Effective staff-parent partnerships
- Parents support program success

Family Resource Centers



- FRCs are of, by, and for the community:
 - Families are engaged in shaping the programs and services to be responsive to their interests and needs
 - Staff hired who represent and shared the lived experiences of the diversity of the families served
 - Parent Advisory Committees impact program development and implementation



Financial Impact

 For every \$1 invested in Family Resource Centers, the State of Alabama received \$4.93 in immediate and long-term consequential financial benefits.

Community Services Analysis. (2016). Alabama Network of Family Resource Centers Social Return On Investment Summary

For every \$1 invested in a FRC in 2018, the Teller County, CO child welfare system saved \$2.92, totaling \$2.5M.

OMNI Institute (2021). Return on Investment of a Family Resource Center to the Child Welfare System

For every \$1 invested in a FRC, the Orange County, CA child welfare system saved \$3.65, totaling \$1.1M in 2016 and \$1.8M in 2017.

OMNI Institute (2021). Return on Investment of a Family Resource Center to the Child Welfare System



Community Impact that Address Disparities

Unlike co-located services, silos are bridged through cultural navigators with all community partners committed to the same model of community based, parent driven supports, using the Standards of Quality framework and Protective Factors as the foundation.

Parent Advisory Councils ensure the shape, design and services provided are culturally informed, led by community members and individuals with lived expertise, & provided in a manner supporting community members to feel welcomed.

Access to concrete supports, reducing factors historically leading to child protection involvement: State of Indiana—Family preservation initiative including immediate access to concrete supports reduced disparities of African American children 67% in 4 years.

The FRC model fosters community leadership. Government supports as a partner.



Evolution of Prevention Work and FRCs in Minnesota

2017-2018

Scott County Board developed goals and strategic plan focused on ending need for Child Protective Services

Hosted Community Conversations

Community feedback/input on gaps in service array/delivery

2021-2022

Awarded Sauer Family Foundation grant to launch Family Resource Centers of Scott County in August 2021

Established prevention unit

Sauer Family Foundation funds AMC to develop the MN FRC Network with Technical Assistance from NFSN

Ongoing development and collaboration of community partnerships & alignment of services

2019-2020

Collaboration between DHS, Children's Committee, Counties, results in CRC Statutory language & initial funding

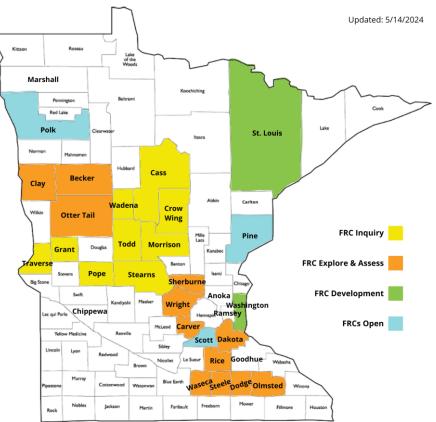
FRCs launched in Pine and Polk Counties

Sauer funds projects in 17 counties. Additional counties anticipated July 2024.

DHS/Children's Cabinet develops state Advisory Board & Core Team, including expertise of persons with lived experience

2023-2024

MN Family Resource Center Projects



Philanthropic Support, Leadership and Technical Assistance

Sauer Family Foundation

Mission

To invest in strengthening the well-being of children, so they thrive in their families and communities.

Casey Family Programs

Mission

To provide and improve---and ultimately prevent the need for foster care.

2023 Legislation Components: Embracing Model Statewide

- Community Resource Centers established in statute, encompassing FRCs, Community Hubs & Community Schools
- \$7.1M thru 2027, \$5.7M dedicated to grants to projects
- Advisory Council Mandated
- Report to Legislature 2025

MN FRC Network—Accomplishments to Date

- Develop FRC related resources and policy information available through a member portal.
- Arrange Technical Assistance through NFSN.
- Lead community of practice for MN FRCs.
- Develop a statewide training plan, including MN based trainers on the Standards of Quality.
- Collaborate with State Departments and Partners on development of CRC statutory language, Advisory Committee, and advancement of prevention work.

Thank You!

Questions?