



Board of Commissioners

Agenda

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

October 1, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of October 1, 2024 is Presented for Approval** [2024-263](#)

Sponsors: County Manager's Office

Approve the agenda of October 1, 2024.

2. **Minutes from September 24, 2024 are Presented for Approval** [2024-260](#)

Sponsors: County Manager's Office

Approve the September 24, 2024 Minutes.

PROCLAMATION

3. **Proclamation: Licensed Family Child Care Provider Recognition Day** [2024-415](#)

Sponsors: Social Services

4. **Proclamation: Domestic Violence Awareness Month** [2024-402](#)

Sponsors: Public Health

ADMINISTRATIVE ITEMS

5. **Joint Powers Agreement with the Metro East Consortium for Adult Basic Education Services** [2024-332](#)

Sponsors: Community Corrections

1. Approve the Joint Powers Agreement with the Metro East Consortium, 2520 East 12th Avenue, North St. Paul, MN 55109 for adult basic education services upon execution through June 30, 2025.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

6. **Certification of Property Assessed Clean Energy Charges for Energy Improvements** [2024-425](#)

Sponsors: Community & Economic Development

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

Owner: Court West Business LLC

Property Address: 2610 University Avenue West, Saint Paul, MN 55114

PIN: 29-29-23-32-0036

Project Type: Energy efficiency Heating, Ventilation and Air Conditioning (HVAC)

Assessment Request: \$353,000

Interest Rate: 5.50 %

Interest Starts Accruing: 01/01/2025

Finance Period: 10 years

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

2. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to extend the assessment for Court West Business LLC on the property tax lists of the county.

7. Revised Salary Plan and Grade for the Job Classification, Director of Ramsey County Libraries - Unclassified

[2024-428](#)

Sponsors: Human Resources

Approve the revised salary plan and grade for the job classification: Director of Ramsey County Libraries - Unclassified to the following:

- Salary Plan 98B Grade 43 (Annual Salary Range: \$118,807-\$176,308)

8. First Amendment to Lease Agreement with the City of Saint Paul for Office Space in the City Hall Annex

[2024-426](#)

Sponsors: Property Management

1. Approve the first amendment to the lease agreement with the city of Saint Paul, 15 West Kellogg Boulevard, Suite 700, Saint Paul, MN, 55102, for a reduction of 2,322 useable square feet of leased space in the City Hall Annex, 25 West 4th Street, Suite 150, Saint Paul, MN 55102, for the period of October 1, 2024 through June 30, 2025.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

9. Memorandum of Agreement with Capitol Region Watershed District for the Operations and Maintenance of Stormwater Facilities

[2024-393](#)

Sponsors: Public Works

1. Approve the Memorandum of Agreement with Capitol Region Watershed District for Operations and Maintenance of Stormwater Facilities with Capitol Region Watershed District for operation and maintenance of stormwater facilities within their jurisdiction.

2. Authorize the Chair and Chief Clerk to execute the Memorandum of Agreement.

10. Settlement Agreement in Orlando Hooper v. Ramsey County (MDHR File No. 74939) [2024-466](#)

Sponsors: Board of Commissioners

1. Approve the settlement agreement with Orlando Hooper relating to Orlando Hooper v. Ramsey County (MDHR File No. 74939), totaling \$44,000.
2. Authorize the Chair and Chief Clerk to execute the settlement agreement.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:30 a.m.(est) Board Workshop: Parks Energy Work, Courthouse Room 220, Large Conference Room

Public access via Zoom: Webinar ID: 945 2405 1145 | Passcode: 590044 | Phone: 651-372-8299

Advance Notice:

October 08, 2024 County board meeting – Council Chambers

October 15, 2024 County board meeting – Council Chambers

October 22, 2024 No county board meeting – Mpact Transit & Community Conference

October 29, 2024 No county board meeting – 5th Tuesday



Board of Commissioners

Request for Board Action

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

Item Number: 2024-263

Meeting Date: 10/1/2024

Sponsor: County Manager's Office

Title

Agenda of October 1, 2024 is Presented for Approval

Recommendation

Approve the agenda of October 1, 2024.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-260

Meeting Date: 10/1/2024

Sponsor: County Manager's Office

Title

Minutes from September 24, 2024 are Presented for Approval

Recommendation

Approve the September 24, 2024 Minutes.

Attachments

1. September 24, 2024 Minutes

Board of Commissioners Minutes

September 24, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner Moran.

1. Agenda of September 24, 2024 is Presented for Approval [2024-261](#)

Sponsors: County Manager's Office

Approve the agenda of September 24, 2024.

Motion by Ortega, seconded by Frethem. Motion passed.

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

Absent: McGuire

2. Minutes from September 17, 2024 are Presented for Approval [2024-262](#)

Sponsors: County Manager's Office

Approve the September 17, 2024 Minutes.

Motion by Xiong, seconded by Frethem. Motion passed.

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

Absent: McGuire

PROCLAMATION

3. Proclamation: Integrity Day of Spirit of Service Week [2024-372](#)

Sponsors: Human Resources

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

ADMINISTRATIVE ITEMS

4. Designation of a Position to Unclassified, Unrepresented Service in the [2024-397](#)

Sponsors: Human Resources

Approve the change in designation of a current correctional officer position to that of an unclassified, unrepresented position for use as a role of Assistant Division Director of Field Services in accordance with the Personnel Act, Minnesota Statute 383A.286, Subdivision 3.

Motion by Moran, seconded by Ortega. Motion passed.

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

Absent: McGuire

Resolution: B2024-182

5. Emergency Communications Pointe Building Allied Radio Matrix for [2024-406](#)
Emergency Response Radio Site Lightning Strike Equipment Replacement

Sponsors: Emergency Communications

1. Approve the use of \$60,000 from the Emergency Communications Center Radio Fund Balance to replace lightning strike damaged equipment at the Pointe Building Allied Radio Matrix for Emergency Response Radio site.
2. Authorize the County Manager to establish an Emergency Communications Pointe Building Lightning Strike Equipment Replacement project account.
3. Authorize the County Manager to enter into agreements and execute amendments to the agreement in accordance with the county's procurement policies and procedures, provide the amounts are within the limits of available funding.

Motion by Moran, seconded by Ortega. Motion passed.

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

Absent: McGuire

Resolution: B2024-183

6. Traffic Signal Maintenance Agreements [2024-388](#)

Sponsors: Public Works

1. Approve the traffic signal maintenance agreements with the cities of Roseville, New Brighton, and Maplewood.
2. Authorize the Chair and Chief Clerk to execute the agreements.
3. Authorize the County Manager to approve and execute future traffic signal agreements with other partner agencies in forms approved by the county attorney's office.
4. Authorize the County Engineer to update the traffic signal lists attached to these agreements as necessary.

Motion by Moran, seconded by Ortega. Motion passed.

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

Absent: McGuire

Resolution: B2024-184

7. Designation and Revocation of County State Aid Highway Mileage on Various [2024-395](#)
County Roadways

Sponsors: Public Works

1. Authorize the revocation of previously designated County State Aid Highway mileage for:
 - a. New Brighton Road (CSAH 47), from Lake Johanna Boulevard (CSAH 149) to its

- intersection with County Road E2 (CSAH 73) (depicted as Segment 1 on Attachment A)
- b. Sherwood Road (CSAH 4) from County Road J/Ash Street (CSAH 1) to its intersection with Turtle Lake Road (depicted as Segment 2 on Attachment A)
2. Establish, locate, and designate as a County State Aid Highway of Ramsey County, subject to the approval of the Commissioner of Transportation of the State of Minnesota:
- a. Otter Lake Road (CR148)/Scheuneman Road (CR 147)/Hoffman Road (CR 146)/CR F (CR 95) from Goose Lake Road (CSAH 14) to US 61 (depicted as Segments 1-4 on Attachment B)
 - b. Labore Road (CR 108) from Goose Lake Road (CSAH 14) to County Road E East (CSAH 15) depicted as Segment 5 on Attachment B)
 - c. Lydia Road (CR 107)/Joy Road (CR 109) from Bellaire Ave (CSAH 19) to Geneva Ave (MN 210) (depicted as Segments 6-7 on Attachment B)
 - d. County Road J (CR 81) from Centerville Road (CSAH 59) to I-35E (depicted as Segments 8 on Attachment B)
 - e. County Road E (CR 99)/Soo Street (CR 136) from Victoria (CSAH 52) to Owasso Boulevard (CSAH 18) (depicted as Segments 9-10 on Attachment B)

Motion by Moran, seconded by Ortega. Motion passed.

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

Absent: McGuire

Resolution: B2024-185

8. Settlement Agreement in Torrey-White v. Ramsey County, et al. (Court File No. 22-cv-02524) [2024-439](#)

Sponsors: Board of Commissioners

1. Approve the settlement agreement with Michael Torrey-White relating to Torrey-White v. Ramsey County, et al., (Court File No. 22-cv-02524), totaling \$75,000.
2. Authorize the Chair and Chief Clerk to execute the settlement agreement.

Motion by Moran, seconded by Ortega. Motion passed.

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

Absent: McGuire

Resolution: B2024-186

POLICY ITEM

9. Certification of the Maximum Tax Levy for the Proposed 2025 Property Tax Notices [2024-390](#)

Sponsors: Finance

Approve the proposed maximum tax levy to finance the 2025 budget in the amount of \$395,960,717. The breakdown between General County and Library levy is as follows:

General County	\$379,015,287
Library	<u>\$16,945,430</u>
Total	\$395,960,717

Discussion can be found on archived video.

Motion by Frethem, seconded by Ortega. Motion passed.

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

Absent: McGuire

Resolution: B2024-187

COUNTY CONNECTIONS

Presented by County Manager, Ling Becker. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Reinhardt declared the meeting adjourned at 10:15 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes § 13D.05, subdivision 3(b) in order to discuss Hooper v. Ramsey County. The Ramsey County Board will meet in a closed meeting, which is not open to the public.

In Re Hooper v. Ramsey County

The Closed Meeting was called to order at 12:02 p.m. with the following members present:

Commissioners Frethem, Moran, Ortega, Xiong and Chair Reinhardt. Also present were: Ling Becker, County Manager; Susan Earle, Chief Finance Officer, Finance; Jada Lewis, Civil Division Director, Office of the Ramsey County Attorney; Bradley Cousins, Assistant County Attorney, Office of the Ramsey County Attorney; Gloria Reyes, Deputy County Manager, Safety and Justice Service Team; Ashlee Bryant, Undersheriff, Ramsey County Sheriff's Office; Brad Lindberg, Chief Correctional Officer, Ramsey County Sheriff's Office; Deanna Pesik, Chief Compliance and Ethics Officer, Compliance and Ethics Office; Mandy Malecek, Enterprise Risk Manager, Compliance & Ethics Office; Jason Patten, Risk Specialist, Compliance & Ethics Office, and Jason Yang, Planning Specialist, County Manager's Office.

Motioned by Commissioner Frethem, seconded by Commissioner Xiong. Unanimously approved.

Now, Therefore, Be it Resolved, the Board of Ramsey County Commissioners authorized the Ramsey County staff to proceed as discussed in this closed meeting (Resolution B2024-188).

The closed meeting was adjourned at 12:39 p.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-415

Meeting Date: 10/1/2024

Sponsor: Social Services

Title

Proclamation: Licensed Family Child Care Provider Recognition Day

Attachments

1. Proclamation

Proclamation

WHEREAS, Children are one of our greatest resources and strengths; and

WHEREAS, Ramsey County is committed to the nurturing of children; and

WHEREAS, Licensed Family Child Care Providers are essential workers who provide a safe and healthy environment that fosters the physical, intellectual, emotional, and social development of children; and


WHEREAS, Ramsey County has nearly 245 licensed family childcare providers caring for children; and

WHEREAS, Licensed Family Child Care Providers will be honored for the 47th Annual Recognition on October 3, 2024; and

WHEREAS, This year, six providers will receive five-year awards; six providers will receive 10-year awards; four providers will receive 15-year awards; three providers will receive 20-year awards; six providers will receive 25-year awards; eight providers will receive 30-year awards; and

WHEREAS, Sharon Bohl and Judith Willner will receive 35-year awards; Susan Nygaard and Diane Eisbach will receive 45-year awards; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares October 3, 2024 as Licensed Family Child Care Provider Recognition Day.


Victoria Reinhardt, Commissioner, District 7


Nicole Frethem, Commissioner, District 1


Mary Jo McGuire, Commissioner, District 2


Rena Moran, Commissioner, District 4


Rafael Ortega, Commissioner, District 5


Mai Chong Xiong, Commissioner, District 6


Ling Becker, County Manager



Board of Commissioners

Request for Board Action

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

Item Number: 2024-402

Meeting Date: 10/1/2024

Sponsor: Public Health

Title

Proclamation: Domestic Violence Awareness Month

Attachments

1. Proclamation

Proclamation

WHEREAS, Domestic violence is a pattern of behavior used to gain or maintain power and control over an intimate partner, and that domestic abuse and all forms and systems of oppression must be eliminated; and

WHEREAS, Domestic violence involves physical, sexual, psychological and economic abuse, intimidation and isolation, and happens to one in every three women in their lifetime; and

WHEREAS, Domestic violence touches the lives of people of all ages, backgrounds, genders and gender identities, sexual orientations, spiritual beliefs and circumstances when a home becomes a place of hopelessness and terror, and leaves in its wake a myriad of loss throughout our community, including mental and physical injury, homelessness, substance use, impact on the entire community; and

WHEREAS, We voice compassion and pledge action for the families, friends, and communities that have experienced the anguish of domestic violence as 40 confirmed deaths were due to domestic violence in 2023; the highest number documented since 1989; of the 40 deaths, 26 women and three men in Minnesota were killed by a current or former intimate partner, and 11 bystanders lost their lives during a domestic violence incident; and

WHEREAS, We further voice our compassion and commitment for the 80 children, 47 of whom were minor children in Minnesota who lost a parent in this past year due to domestic violence; the numbers doubling from the previous year; and

WHEREAS, Ramsey County is a recognized national leader for its groundbreaking response to domestic violence, and will continue its endless resolve to confront domestic violence at all levels and support victims and their children, and the efforts of our community-based advocacy programs, Public Health workers, County Attorney's Office, Community Corrections, Emergency Communications, and Sheriff Office; and

WHEREAS, We honor the pioneering work of community-based advocates who founded the nation's first shelter, have been instrumental in the creation of national models that reduce domestic violence and homicides, and have implemented culturally relevant approaches and responses; and

WHEREAS, As a county, we acknowledge that solutions to end domestic violence will only happen with the commitment of our entire community to ensure the safety of victims, and in working tirelessly with our community-based partners in realizing an equitable and violence-free community for all; Now, Therefore, Be It


PROCLAIMED, The Ramsey County Board of Commissioners declares October 2024 as Domestic Violence Awareness Month in Ramsey County.



Victoria Reinhardt, Commissioner, District 7



Nicole Frethem, Commissioner, District 1



Mary Jo McGuire, Commissioner, District 2



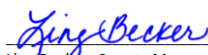
Rena Moran, Commissioner, District 4



Rafael Ortega, Commissioner, District 5



Mai Chong Xiong, Commissioner, District 6



Ling Becker, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2024-332

Meeting Date: 10/1/2024

Sponsor: Community Corrections

Title

Joint Powers Agreement with the Metro East Consortium for Adult Basic Education Services

Recommendation

1. Approve the Joint Powers Agreement with the Metro East Consortium, 2520 East 12th Avenue, North St. Paul, MN 55109 for adult basic education services upon execution through June 30, 2025.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

Background and Rationale

Metro East Adult Basic Education is a partnership between eight school districts and other community partners in the north metro. Together, the collaboration forms the Joint Powers Agreement for the Metro East Consortium (Consortium). The Consortium offers free Adult Basic Education (ABE) classes to develop basic skills for adults ages 17 and up who are not enrolled in a high school program. The Consortium is part of a state-wide network overseen by the Minnesota Department of Education and is funded with both federal and state funds.

Ramsey County Community Corrections department has been a voting member of the Consortium since 1998. North St. Paul-Maplewood Oakdale School Independent School District # 622, a Consortium member and fiscal agent, provides some ABE funding, pre-post testing and General Education Development testing for Ramsey County Correctional Facility residents and understands its unique educational setting. Participation in the Consortium allows the Ramsey County Correctional Facility to access reimbursement from the Minnesota Department of Education and the Federal Department of Education.

As of 2021, the Consortium updated its naming convention to a Joint Powers Agreement. Community Corrections department requests approval to continue providing these educational opportunities to its residents.

County Goals (Check those advanced by Action)

☐ Well-being ☒ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

Racially and ethnically diverse communities have some of the highest high school dropout rates nationwide and are also disproportionately represented in the justice system. The ABE program of the Correctional Facility helps adult residents who are working towards a high school credential, learning English, improving basic skills such as literacy and math, and/or preparing for post-secondary education or employment. This contributes to their ability to attain livable wage jobs upon discharge from the Correctional Facility.

Community Participation Level and Impact

The ABE program of the Correctional Facility empowers adult residents by contributing to their economic independence through educational advancement.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The Minnesota Department of Education does not fully reimburse the cost of the Ramsey County Community Corrections program. For Budget Year 2024, Ramsey County Community Corrections allocated approximately \$278,000 to cover two Full-Time Equivalents (FTE) school instructors, a 0.1 FTE program supervisor, educational materials, and General Education Diploma testing. Reimbursements will vary based on the number of contact hours for the program.

For reference, in the 2022-2023 school year, the ABE program recorded 4,212 total contact hours, resulting in a reimbursement of \$15,231 for the 2023-2024 period.

Last Previous Action

On August 1, 2023, the Ramsey County Board of Commissioners approved a Joint Powers Agreement with the Metro East Consortium for Adult Basic Education Services (Resolution B2023-123).

Attachments

1. Joint Powers Agreement for the Metro East Adult Basic Education Consortium

**JOINT POWERS AGREEMENT FOR THE
METRO EAST ADULT BASIC EDUCATION CONSORTIUM
2024-2025**

PREAMBLE

THIS AGREEMENT IS MADE and entered by and between the consortium organizations named herein, hereafter collectively referred to as “members,” and individually as “member,” which are signatories to this Agreement.

This Agreement is made pursuant to Minnesota Statutes Section 471.59, which provides that two or more governmental units may by agreement jointly exercise any power common to the contracting members, and Minnesota Statutes Section 124D.521, which sets forth the requirements for adult basic education consortia. Each of the members to this Agreement has been duly authorized to enter into the Agreement by its respective Business Manager, Superintendent or authorized designee.

It is the intention of the members to jointly cooperate to provide Adult Basic Education (“ABE”) services for its residents 17 years of age and older who are not currently enrolled in public school regular day classes.

In consideration of the mutual promises and agreements contained herein and subject to the provisions of Minnesota Statutes Section 471.59 and all other applicable statutes, rules, and regulations, the following (8) members:

Independent School District No. 622, Harmony Adult Basic Education Consortium (ISD 622)
Independent School District No. 623, Roseville School District (ISD 623)
Independent School District No. 834, Stillwater School District (ISD 834)
Independent School District No. 831, Forest Lake Schools (ISD 831)
Independent School District No. 621, Mounds View School District (ISD 621)
St. Croix River Education District
Ramsey County Corrections
Lyndale Neighborhood Association

hereto agree as follows:

RECITALS

WHEREAS, the members agree to create a joint powers entity entitled Metro East Adult Basic Education Consortium (“Consortium”) to provide adult education and literacy education. Base funding for the Consortium will be provided by the State of Minnesota to the duly assigned fiscal agent on behalf of the operation of the program; and

WHEREAS, the members seek to provide Adult Basic Education (“ABE”) opportunities to its residents 17 years of age and older who are not currently enrolled in public school regular day classes; and

WHEREAS, the members understand that programs funded through the WorkForce Investment and Opportunity Act and Minnesota Statutes Section 124D.51, Education Program for Adults, need to be part of a cooperative ABE delivery system established by written agreement among two or more school districts; and

WHEREAS, the members certify that the Consortium will carry out tasks and responsibilities in compliance with all applicable State and Federal laws and regulations, as well as the promises and agreements contained herein; and

WHEREAS, the purposes of the laws are to enable all adults to acquire basic skills necessary to function in society and also enable adults who so desire to continue their education to at least the level of completion of secondary school.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth, the members agree as follows:

AGREEMENT

1. JOINT POWERS.

The members are jointly empowered to act on behalf of the several members and to take such actions as may be necessary from time to time to fulfill the purpose of this Agreement. The name of the entity formed by this Joint Powers Agreement shall be the Metro East Adult Basic Education Consortium. The Consortium shall have all the powers, duties, authorities, and responsibilities pertaining to the provision of ABE Services of each individual member that are herein designated and assigned to the Consortium.

2. PURPOSE.

The purpose of the Consortium is to enable the members to provide cooperative and collaborative efforts for Adult Basic Education services.

3. ORGANIZATION AND GOVERNANCE.

The activities contemplated by this Agreement shall be overseen by the Consortium Board. The Consortium Board, hereinafter termed “the Board,” shall be in existence for the duration of this Agreement.

A. Voting Representation.

The Board shall consist of one voting member from each member to this Agreement. The voting member from each member of this agreement should be the Community Education Director, ABE Supervisor, or a program designated voting member identified at the first Consortium meeting of the fiscal year.

Members of the Board shall not be deemed to be employees of the Consortium and will not be compensated by the Consortium for serving on the Board. For all purposes, including workers’ compensation, each member of the Board shall be considered to be an employee of the member District that made their appointment.

B. Officers.

The Board shall select from among its members a Chair, a Vice-Chair, and a Secretary, who shall serve in their respective capacities for one-year terms. Officers may serve successive terms. No voting representative of the Board shall forfeit the right to vote by virtue of appointment as an officer of the Board. Any vacancy in any of the offices shall be filled by election at the next Board meeting.

The duties of the officers are as follows:

1. Chair. The Chair shall preside at all Board meetings. The Chair’s signature shall appear on all contracts, consortium agreements, and all other official documents. The Chair shall be responsible for voicing official positions and statements which the Board may formulate. The Chair shall generally perform all duties the Board may designate.

2. Vice-Chair. The Vice-Chair shall assume the powers and duties of the Chair during periods of absence or incapacity and shall perform such additional duties and functions as the Board may direct.
3. Secretary. The Secretary shall keep or designate a person to assist in keeping a record of all proceedings of the Board.

C. Voting and Quorum.

Each Board member shall be entitled to one vote on Board matters.

A quorum shall consist of a simple majority (5) of Board members. Board action shall be determined by a majority of the votes cast at a meeting of the Board. All votes of the Board shall be recorded and become a matter of public record.

D. Meetings.

The Board shall meet at least quarterly (four times annually) at the call of the Chair. The Board or the Chair shall fix the times and places of regular and special meetings.

Two or more members may request a special meeting of the Board by submitting a written notice to all Board members.

4. BOARD DUTIES AND RESPONSIBILITIES.

The Board shall have and exercise all powers that may be necessary and convenient to enable it to perform and carry out the responsibilities conferred on it or contemplated by this Agreement, or which may hereafter be imposed on it by law or contract.

Such powers shall include the power to accept and disburse funds and to apply for state and federal funds necessary for the purposes set forth herein. The Board shall not have the authority to levy taxes.

The Board, on behalf of each individual member, shall assume the following responsibilities:

- A. The Board, with the input and assistance of the fiscal agent, shall consider and approve all budgets and evaluate the programs and services provided by the Consortium
- B. The Board shall review this Agreement on an annual basis and, if necessary, amend this Agreement in accordance with paragraph 11.
- C. The Board shall review all contracts and/or leases that are needed to help fulfill the purpose of this Agreement. Board approval is required for all contracts and/or leases for a term exceeding the current fiscal year.

5. FINANCIAL PARTICIPATION.

The members agree that the Board shall have the authority to utilize funds received in the name of the Consortium for the purposes outlined herein. The members further agree that they shall share in any Consortium deficit as approved by a majority vote of the Board. Each member shall share in any deficit in proportion to the respective contributions made by that member.

6. MEMBER OBLIGATIONS.

Each member shall be obligated to:

- A. Submit appropriate financial data required by the State to qualify for program approval.
- B. Contribute to the ABE efforts of the Consortium. For example, member Districts may provide the following:
 - 1) Administrative leadership and support;
 - 2) Outreach and marketing through Community Education catalogs;
 - 3) Referral of students to the program; and
 - 4) Liaison support of local schools, social service agencies and employers.
- C. Agree to abide by any requirements set forth in the annual adult basic education program application, including the state adult basic education assurances Failure to adhere to policies and procedures may result in Programs placed on a MNABE Performance Improvement Plan, Loss of Funding, and/or removal from Metro East ABE Consortium. Programs that consistently fall below State data entry expectations may be placed on

a MNABE Performance Improvement Plan. All members shall adhere to the following state adult basic education assurance duties and responsibilities:

- 1) Ensures that all learners have participated in the development of a Personal Education Plan that guides their work in Adult Basic Education and verifies their progress toward achieving their personal, educational and/or occupational goals.
- 2) Ensures that all learners in all ABE activities are beyond the age of compulsory attendance and are not currently enrolled in any elementary or secondary school program;
- 3) Makes any application, evaluation, periodic program plan or report relating to any activity represented by this application readily available, within the constraints of pertinent data privacy legislation, to program staff, adult learners and members of the general public
- 4) Has, and will submit all necessary reports to the Commissioner of the Minnesota Department of Education and the U.S. Secretary of Education, maintain records verifying those reports, and provide public access to those records and reports;
- 5) Will submit an accurate final fiscal report detailing the total actual costs of ABE programming for the year from July 1 through June 30, to the Minnesota Department of Education within 60 days of the end of each program each year, but no later than October 15 each year;
- 6) Will submit an accurate program performance report no later than June 1 each year that represents staff and learner assessments of the accomplishments and slippages of this ABE project and the achievements of its adult learners over the time period from May 1 through April 30;
- 7) Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the Federal Adult Education Act program by any Federal department or agency;
- 8) Has not and will not pay any Federal funds to attempt to influence any Federal grant or agreement;
- 9) Will seek reimbursement under the Federal Adult Education Act only for expenditures that supplement, and do not supplant, monies that are, or should be, available from other sources;
- 10) Will use fiscal control and fund accounting procedures that ensure proper disbursement of, and accounting for, all monies paid under this application. School district ABE programs must use the UFARS accounting system.

- 11) Will request neither State nor Federal ABE aid to subsidize the costs of programming for students whose enrollment can generate any general education revenue (foundation aid);
- 12) Has vested control and administration of ABE funds provided under this application in the applicant agency and its designated fiscal agent(s), and will use those funds solely for the purposes of the authorizing legislation (M.S. 124D.52);
- 13) Will maintain control and title to property acquired with funds under this application through the appropriate public school district, or, if that is not feasible, will transfer title to the Minnesota Department of Education; and is maintaining an inventory of all property acquired under this application;
- 14) If delivering State ABE revenue through public schools, will require and ensure that all teachers hold a valid Minnesota K-12 teacher's license and ESL teachers hold a K-12 teacher's license or have a post-secondary degree (or MDE approved equivalent)
- 15) Will comply with the Contact Hour Policy document which establishes the allowable procedures and definitions regarding the counting and reporting of learner contact hours;
- 16) Will develop and implement a Memorandum of Understanding (MOU) with the local workforce development one-stop center;
- 17) Will file the written consortium agreement as prescribed by law with the State ABE office;
- 18) Will submit quarterly enrollment and contact hour information to the Consortium Chair;
- 19) The consortium will maintain an electronic (email) communications system that provides two-way communications between the consortium management and the state ABE office; and each partner will fully participate in the 5 year narrative plan process.
- 20) The consortium will provide delivery site information to the state literacy hotline administered by the Minnesota Literacy Council.
- 21) Each Participant to Metro East Consortium is required to fully understand and follow all Federal WIOA Legislation found here: <https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/wioa-reauthorization.html>
- 22) Each Participant to Metro East Consortium is required to fully understand and follow all Minnesota State ABE related Legislation

124D.51 to .57 found here:
<https://www.revisor.mn.gov/statutes/cite/124D>

23) Each Participant to Metro East Consortium is required to fully understand and follow all ABE Policies set forth by the Minnesota Department of Education found here:

<http://mnabe.org/abe-law-policy/mn-abe-policies>

24) New teachers hired by consortium members need to start CCRS Foundations training in their first year of teaching, unless they have already completed CCRS training in another program.

D. Direct all revenue intended for ABE Services, whether it be State, or Federal, to the fiscal agent on behalf of the Consortium, not including local program funding, grants and donations.

E. Agree to contribute to an annual fee to the fiscal agent for the financial management of the consortium, as set by the Board.

7. FISCAL AGENT.

ISD 622 shall serve as the fiscal agent for the Consortium. The Board, by a majority vote, may designate any other member to act as fiscal agent for the Consortium, provided the designated fiscal agent accepts the responsibilities. The fiscal agent shall perform the following duties and responsibilities:

- A. The fiscal agent is responsible for fiscal management of the Consortium. The fiscal agent shall develop a program budget and submit the same to the Board for approval. The fiscal agent shall monitor the program budget and ensure proper recordkeeping of all receipts and expenditures of the Consortium.
- B. The fiscal agent shall develop formulas, pertaining to both revenues and expenditures, for the distribution of Consortium funds. Such formulas shall be submitted to the Board for approval. The total adult basic education aid for a program per prior year contact hour must not exceed \$32.00 per prior year contact hour. Any overages will be dispersed to other consortia members through the 11% cap method of overages.

- C. The fiscal agent shall collect data from members as necessary to perform the purposes of this Agreement.
- D. The fiscal agent shall submit application materials on behalf of the Consortium for State, Federal, and other grants.
- E. The fiscal agent shall submit all required State and Federal performance reports and fiscal reports.
- F. The fiscal agent shall file this Agreement with the Minnesota Department of Education as required by Minnesota Statutes Section 124D.521.
- G. The fiscal agent shall provide necessary assurances to State and Federal authorities.
- H. The fiscal agent shall keep all records on behalf of the Consortium.
- I. The fiscal agent shall perform all obligations and duties as set forth in Minnesota Statutes Section 124D.521, as amended.

8. INSURANCE.

The members agree that they will at all times, during the term of this Agreement or any extension thereof, at their own expense, maintain and keep in force comprehensive general public liability insurance against claims for personal injury, death, or property damage arising in connection with this Agreement in the limits set forth in Minnesota Statutes Section 466.04, as amended. The members further agree that they will name the Consortium as an additional insured on said insurance policies and submit certificates of said insurance to the fiscal agent.

The members agree that they will carry workers' compensation insurance as required by law, and that they will submit certificates of said insurance to the fiscal agent.

In the event that procured liability coverage does not cover a particular act or omission, each individual member shall not be individually liable unless required by law, in which case any such liability shall be apportioned equally amongst the members.

Under no circumstances, however, shall a party be required to pay, on behalf of itself or other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party. Nothing in this Agreement shall constitute a waiver of the

rights, benefits, immunities, and privileges that each party is entitled to under federal law or state law.

9. TERM OF AGREEMENT AND TERMINATION.

This term of this Agreement shall run from the date of authorization of each respective member to June 30, 2025, unless it is terminated prior to June 30, 2024 as a result of the Consortium being:

- A. Terminated by the mutual consent of the members;
- B. Suspended or superseded by a subsequent agreement between the members;
or
- C. Terminated by operation of law.

If the Agreement is terminated, all assets acquired as a result of the joint exercise of powers pursuant to this Agreement remaining after the date of termination and after payment of any outstanding debts or expenses, shall be returned to those members in good standing on the date of termination in proportion to the respective contributions made by the member.

10. WITHDRAWAL

An individual member may withdraw from participation in the Consortium by providing eleven (11) months written notice. Written notice must also be submitted to the Commissioner of the Minnesota Department of Education.

A withdrawing member shall not be entitled to the return of any contributions previously paid, and shall remain jointly liable for all indebtedness made on behalf of the Consortium during the period in which the withdrawing member was a member of the Consortium. The members shall engage in negotiations over the terms of such indebtedness, including the possibility of a settlement and release of liability for withdrawing members.

11. AMENDMENTS.

Proposed amendments must be submitted to the Board for review and approval. Prior to a meeting of the Board at which an amendment of this Agreement will be considered, each Board member shall be given ten (10) days prior written notice of the meeting and the proposed amendment. In order to be approved, amendments must receive a majority vote of those Board members present at a duly qualified meeting at

which the vote is taken.

12. EFFECTIVE DATE.

The members agree that this Agreement shall become effective upon authorization of each respective member program, and shall be enforced from and after that date until terminated in accordance with paragraph 9.

13. AUTHORIZATION.

IN WITNESS WHEREOF, by signing below, each party specifically acknowledges that it has read this Agreement, that it has had the opportunity to review this Agreement, and that it understands this Agreement, that the signatures below can legally bind the entity and that it agrees to be legally bound by all terms of the Agreement.

Tamra Lennox
Community Education Director
Harmony Adult Basic Education Consortium
North St. Paul-Maplewood-Oakdale School District ISD 622

Date

Shari Thompson
Business Services
Roseville School District ISD 623

Date

Marie Schrul
Executive Director of Finance and Operations
Stillwater School District ISD 834

Date

Bernice Humnik
Executive Director of Business Services
Mounds View School District

Date

Dr. Steve Massey
Superintendent
Forest Lake Schools ISD 831

Date

Jami Kritzeck
St. Croix River Education District

Date

Tim Vasquez
Superintendent
Ramsey County

Date

Sami Smetana
Executive Director
Lyndale Neighborhood Association

Date

Victoria Reinhardt
Ramsey County Board Chair

Date

Mee Cheng
Chief Clerk – Ramsey County

Date

Board of Commissioners

Request for Board Action

Item Number: 2024-425

Meeting Date: 10/1/2024

Sponsor: Community & Economic Development

Title

Certification of Property Assessed Clean Energy Charges for Energy Improvements

Recommendation

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

Owner: Court West Business LLC

Property Address: 2610 University Avenue West, Saint Paul, MN 55114

PIN: 29-29-23-32-0036

Project Type: Energy efficiency Heating, Ventilation and Air Conditioning (HVAC)

Assessment Request: \$353,000

Interest Rate: 5.50 %

Interest Starts Accruing: 01/01/2025

Finance Period: 10 years

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

2. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to extend the assessment for Court West Business LLC on the property tax lists of the county.

Background and Rationale

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

Per Minnesota Statutes, Section 429.061, the Ramsey County Board is required to adopt by resolution each assessment. This action is the 20th certification of PACE OF MN special assessments; the first was completed December 22, 2015. With these special assessments, property owners have invested over \$46.7 million in energy improvements.

New Assessment

The following property owner has submitted an application to SPPA:

Owner: Court West Business LLC

Property Address: 2610 University Avenue West, Saint Paul, MN 55114

PIN: 29-29-23-32-0036

Project Type: Energy efficiency Heating, Ventilation and Air Conditioning (HVAC)

Assessment Request: \$353,000

Interest Rate: 5.50 %

Interest Starts Accruing: 01/01/2025

Finance Period: 10 years

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

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

PACE OF MN Process/Eligibility/Requirements

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

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

Following review by SPPA, SPPA requests the county apply a special assessment and collect repayment on property tax bills on behalf of the SPPA. Loan payments for PACE OF MN projects cannot exceed the greater of 30% of the property's assessed value as determined by the County Assessor or 30% of an appraised value that has been accepted or approved by the mortgage lender. The second clause allows PACE assessments to be applied to new construction where the value increase has not yet been realized from a property tax perspective. The assessment stays with the property in the event of a sale. The special assessment becomes a lien against the property at the point that it is extended to the tax rolls. If not timely paid, the special assessment would accrue penalties and interest as with other delinquent taxes and is subject to tax forfeiture. Unpaid assessments become a lien on the property like any other special assessment or unpaid property taxes.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☐ Opportunity

☐ Accountability

Racial Equity Impact

The Community and Economic Development (CED) department is actively exploring ways to better understand the racial equity impact of this program. Historically, this program has been utilized by a diverse range of participants, including larger, well-capitalized property owners, developers, religious institutions, and non-profit organizations.

CED is collaborating with SPPA to identify opportunities to incorporate racial equity considerations into the program, including potential adjustments to its delivery. As part of future efforts, CED will be updating the Economic Competitiveness and Inclusion Vision Plan, which will offer an opportunity to further explore and address racial equity impacts. Ramsey County remains committed to ensuring the program is accessible, fair, and equitable for all. PACE special assessments are self-imposed by property owners, a financing option for energy efficiency improvements.

Community Participation Level and Impact

The SPPA, PACE administrator for Ramsey County, engages businesses directly or through other economic development partners in increasing awareness of this program. The community is also informed of the availability of this program through the county's website at: www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace [≤](http://www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace) <http://www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace> [≥](http://www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace)

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

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

Last Previous Action

On May 7, 2024, the Ramsey County Board approved to remove a previous assessment and payment on HFS 428, LLC, and extend a Certification of Property Assessed Clean Energy assessment plus interest on HFS 418, LLC in the amount of \$733,638.50 (Resolution B2024-076).

Attachments

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



August 28, 2024

Peiyu Phua
Ramsey County
Community and Economic Development
15 West Kellogg Boulevard, 210 Courthouse
Saint Paul, MN 55102

Dear Peiyu:

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

<u>Property Owner</u>	<u>Parcel Number</u>	<u>Assessment Amount</u>	<u>Amortization (years)</u>	<u>Interest Rate (%)</u>
Court West Business LLC	29-29-23-32-0036	\$353,000	10	5.5%

As the administrator of PACE for Ramsey County, the Port Authority has reviewed this assessment and it has determined that the project conforms with the Minnesota PACE statutes. The current expected interest rate is **5.5%** and the term will be **10 years beginning in 2025**. I have attached the PACE application from the property owner and the energy assessment. Once the financing has closed, a final amortization schedule will be provided to the County

We are requesting your Board to take action on this request at its next available meeting.

Please let me know if you have any questions or concerns. I can be reached at 651-204-6216 if you would like to discuss this. Thank you for your help with this exciting project.

Sincerely,

A handwritten signature in blue ink that reads 'Holly Huston'.

Holly Huston
VP Finance
HKH



Property Assessed Clean Energy - PACE OF MN

Project/Assessment Tracking Sheet

\$ 46,741,759.50

PIN	Owner	Address	City	Zip	Assessment Date	Resolution #	Amount	Term (Years)	Interest Rate	Accrual Date	Improvements	Commissioner District
14-29-22-44-0007	Carol M Acosta DBA Playschool Childcare, Inc.	1709 McKnight Road	Maplewood	55109	12/22/15	B2015-410	\$ 75,000.00	10	4.50%	1/1/2016	20KW Photovoltaic Solar System	7
29-29-22-14-0182	Richard J F Kramer & Rosemary A Kramer DBA RJFK Media Associates, Inc.	965 Arcade St	Saint Paul	55106	12/22/15	B2015-410	\$ 30,000.00	10	4.50%	1/1/2016	12KW Photovoltaic Solar System	6
36-29-23-11-0003	Jade Holdings LLC DBA J&J Distributing	653 Rice St.	Saint Paul	55103	12/22/15	B2015-410	\$ 11,000.00	10	4.50%	1/1/2016	HVAC, lighting and controls	3
36-29-23-11-0008							\$ 467,000.00					
36-29-23-11-0010							\$ 54,000.00					
36-29-23-11-0011							\$ 88,000.00					
06-28-22-11-0017	First Bank Building LLC	332 Minnesota St	Saint Paul	55101	5/24/16	B2016-144	\$ 5,000,000.00	20	5.52%	5/24/2016	HVAC; energy upgrades	5
13-29-22-44-0004	Tubman	2675 Larpenteur Ave E	Saint Paul	55109	5/24/16	B2016-144	\$ 46,000.00 <i>Modified B2017-098</i> <i>\$ 30,000.00</i>	10	4.00%	6/1/2016	40 kw solar installations; energy upgrades	7
06-28-22-11-0005	375 Jackson Courtly LLC & 375 Jackson Willow, LLC	375 Jackson St #700w	Saint Paul	55101	6/21/16	B2016-167	\$ 672,000.00	20	5.47%	6/21/2016	HVAC; energy upgrades	5
06-28-22-11-0007							\$ 728,000.00					
06-28-22-12-0119	US Bank Centre LLC	101 5th St E	Saint Paul	55101	6/21/16	B2016-167	\$ 3,820,000.00	20	5.47%	6/21/2016	HVAC; energy upgrades	5
29-29-22-13-0183	990 Payne Ave, LLC	990 Payne Ave	Saint Paul	55130	7/1/17	B2017-159	\$ 70,000.00	10	4.50%	7/1/2017	Energy efficiency	6
20-30-23-33-0030	United Church of Christ	1000 Long Lake Road	New Brighton	55112	7/1/17	B2017-159	\$ 85,100.00	10	4.50%	7/1/2017	23.04 kw solar installation	2
18-30-23-34-0077	Atonement Lutheran Church	1980 Silver Lake Road NW	New Brighton	55112	7/1/17	B2017-159	\$ 115,000.00	10	4.50%	7/1/2017	40 kw solar installation	2
27-29-23-13-0051	Atrium, LLC	1295 Bandana Blvd	Saint Paul	55108	11/7/17	B2017-278	\$ 120,000.00	10	4.50%	11/7/2018	Direct digital control system installation	3
31-29-22-14-0048	Positively 2nd St., LLC	628 Pine St	Saint Paul	55130	11/7/17	B2017-278	\$ 52,000.00	10	4.50%	11/7/2018	Building retrofitting	5
29-29-23-13-0058	Endicott, LLC	2325 Endicott St	Saint Paul	55114	11/7/17	B2017-278	\$ 390,000.00	10	4.50%	1/1/2018	152 kW rooftop solar installation	4
29-29-23-34-0027	Midway Commerical Building	2512 University Ave W	Saint Paul	55114	12/18/2018	B2018-351	\$ 74,000.00	10	4.50%	4/1/2018	Boiler	4
27-29-23-24-0250	Energy Park, LLC	1360 Energy Park Drive	Saint Paul	55114	12/18/2018	B2018-351	\$ 275,000.00	10	4.50%	4/1/2018	HVAC; energy upgrades	3
28-29-23-13-0008	MVP Real Estate, LLC	1771 Energy Park Drive	Saint Paul	55114	12/18/2018	B2018-351	\$ 145,928.00	10	4.50%	4/1/2018	40 kW rooftop solar installation	4
04-28-22-12-0037	Cerenity Marian of St. Paul, LLC	200 Earl St	Saint Paul	55114	12/18/2018	B2018-351	\$ 1,385,000.00	10	4.50%	4/1/2018	HVAC, Boiler and Chiller	5
29-30-23-21-0121	Hossein A. Jalali	991 9th Ave NW	New Brighton	55112	12/18/2018	B2018-351	\$ 55,000.00	10	4.50%	4/1/2018	20-kw Solar Installation	2
09-29-23-43-0002	Rosewood Office Plaza, LLC	1711 County Road B W	Roseville	55113	12/18/2018	B2018-351	\$ 130,000.00	10	4.50%	4/1/2018	HVAC; energy upgrades	2
01-28-23-12-0287	YWCA of St. Paul	375 Selby Ave	Saint Paul	55102	12/18/2018	B2018-351	\$ 245,000.00	10	4.50%	9/1/2018	HVAC; energy upgrades	4
29-29-23-42-0086	Precision Coatings, Inc.	2309 Wycliff St	Saint Paul	55114	12/18/2018	B2018-351	\$ 250,000.00	10	4.50%	4/1/2018	HVAC; energy upgrades	4
31-29-22-34-0203	Rebound Exchange, LLC	26 Exchange St E	Saint Paul	55101	12/18/2018	B2018-351	\$ 393,880.00	10	5.00%	1/1/2019	Energy efficiency	5
09-29-23-22-0015	Roseville Office Plaza, LLC	1970 Oakcrest Ave	Roseville	55113	12/18/2018	B2018-351	\$ 221,000.00	10	5.00%	1/1/2019	HVAC; energy upgrades	2
27-29-22-23-0077	Prosperity Properties, LLC	958 Prosperity Ave	Saint Paul	55106	12/18/2018	B2018-351	\$ 233,000.00	10	5.00%	1/1/2019	93 kW Solar Array	6
09-29-22-14-0010	Koobmoo Funeral Chapel, Inc.	1259 Gervais Ave E	Maplewood	55109	12/18/2018	B2018-351	\$ 109,000.00	10	5.00%	1/1/2019	40-kw solar array	7
20-29-22-44-0168	Koobmoo Funeral Chapel, Inc.	1235 Arcade St	Saint Paul	55106	12/18/2018	B2018-351	\$ 84,000.00	10	5.00%	1/1/2019	30-kw solar array	6



Property Assessed Clean Energy - PACE OF MN

Project/Assessment Tracking Sheet

\$ 46,741,759.50

PIN	Owner	Address	City	Zip	Assessment Date	Resolution #	Amount	Term (Years)	Interest Rate	Accrual Date	Improvements	Commissioner District
05-28-22-42-0013	RBP Realty, LLC	276 Chester St	Saint Paul	55107	12/18/2018	B2018-351	\$ 39,204.55	10	5.00%	1/1/2019	HVAC; energy upgrades	5
05-28-22-43-0029		296 Chester St					\$ 36,922.07					
05-28-22-43-0030		314 Chester St					\$ 17,922.08					
05-28-22-43-0031		334 Chester St					\$ 114,253.25					
05-28-22-43-0016		264 Lafayette Frontage Road E					\$ 155,698.05					
01-30-22-22-0019	PRC-WBMS, LLC	2310 Leibel St	White Bear Township	55110	5/14/2019	B2019-117	\$ 87,000.00	10	6.00%	1/1/2020	Solar Installation	1
06-28-22-12-0060	St Paul Building LLC	359 Wabasha St	Saint Paul	55107	10/1/2019	B2019-226	\$ 315,000.00	20	6.95%	1/1/2020	New cooling tower, building automation, and lighting upgrades	5
12-29-23-22-0006	Roseville Senior Living LLC	2600 Dale Street N	Roseville	55113	11/5/2019	B2019-248	\$ 3,850,000.00	20	6.65%	1/1/2021	HE roof and wall insulation, Energy Star windows, HE magic paks, HE air units, Energy Star water heaters, LED lights, HE appliances, etc.	2
08-28-22-22-0064	CIJ Holding LLC	429 Wabasha St S	Saint Paul	55107	12/17/2019	B2019-314	\$ 58,500.00	10	5.00%	6/1/2019	Solar array	5
06-28-22-43-0042	DPN Properties LLC	120 W Plato Blvd	Saint Paul	55107	12/17/2019	B2019-314	\$ 187,300.00	10		9/1/2019	LED lighting, boiler, wastewater heat exchange	5
16-30-22-44-0025	Dulayne Properties LLC	4760 White Bear Pkwy	White Bear Lake	55110	12/17/2019	B2019-314	\$ 42,600.00	10	5.00%	7/1/2019	Solar array	7
16-30-22-44-0026					12/17/2019	B2019-314	\$ 34,700.00					
16-30-22-44-0027					12/17/2019	B2019-314	\$ 34,700.00					
20-29-22-12-0089	Akamai LLC	613 Hoyt Ave	Saint Paul	55130	12/17/2019	B2019-314	\$ 60,000.00	10	5.00%	10/1/2019	Rooftop solar	6
12-29-22-14-0078	NSP Post 39 American Legion	2678 East 7 th Ave	North Saint Paul	55109	12/17/2019	B2019-314	\$ 80,000.00	10	5.00%	6/1/2019	HVAC improvements	7
28-29-23-11-0031	3PL Holdings, LLC	1700 Wynne Ave	Saint Paul	55108	4/28/2020	B2020-090	\$ 2,435,777.00	10	4.15%	1/1/2021	Solar array	4
28-29-23-12-0006					4/28/2020	B2020-090	\$ 22,220.00					
28-29-23-12-0005					4/28/2020	B2020-090	\$ 79,280.00					
32-29-23-14-0005	Workshop Vandalia Owner, LLC	550 Vandalia St	Saint Paul	55108	6/16/2020	B2020-125	\$4,540,643	20	5.75%	10/15/2021	Roof replacement and insulation, HVAC equipment, LED lighting, building envelope, window replacement and glazing, and building insulation	4
					Amendment	B2023-130			6.15%			
35-30-23-23-0043	Belle Enterprises, LLC	3434 Lexington Ave N	Shoreview	55126	11/24/2020	B2020-235	\$193,000.00	10	5.00%	3/1/2020	Solar array, HVAC upgrades	1
35-29-23-32-0165	1000 University Ave Properties, LP	1000 University Ave	Saint Paul	55104	11/24/2020	B2020-235	\$260,000.00	10	5.00%	6/1/2020	Solar array	4
06-28-22-12-0068	Port Arthur Development, LLC	24 East 4th St	Saint Paul	55101	11/24/2020	B2020-235	\$361,000.00	10	4.25%	10/1/2020	LED lighting and automation controls	5
32-29-23-11-0043	Zone 5 Group, LLC	2161 University Ave W	Saint Paul	55114	12/22/2020	B2020-276	\$220,500.00	10	5.00%	1/1/2021	Solar array	4
36-29-23-12-0224	293 Como, LLC	293 Como Ave	Saint Paul	55103	2/16/2021	B2021-039	\$188,000.00	20	6.34%	1/1/2022	Roofing upgrades	3
34-29-23-34-0041	1457 Marshall LLC	1457 Marshall Ave	Saint Paul	55104	2/16/2021	B2021-039	\$380,000.00	20	6.34%	1/1/2022	Roofing upgrades and solar installation	4
12-29-23-22-0006	Roseville Senior Living, LLC	2600 Dale Street N	Roseville	55113	5/18/21	B2021-110	\$ 5,500,000.00	20	6.13%	1/1/2022	Energy conservation measures in new construction	2
07-28-22-14-0154	Michael Jurayj	631 Stryker Ave	Saint Paul	55107	8/24/21	B2021-182	\$ 17,000.00	10	4.25%	1/1/2022	Purchase and installation of solar panels and related equipment for producing electricity for the building	5
34-30-23-12-0010	Arden Hills RE, LLC	3565 Pine Tree Drive	Arden Hills	55112	9/21/21	B2021-202	\$ 9,661,690.00	20	5.95%	1/1/2024	Energy efficiency on new construction	1
					Amendment	B2023-230	\$ 9,674,748.00		5.87%			
05-28-22-33-0059	Drake Building, LLC	60 Plato Blvd	Saint Paul	55107	11/2/21	B2021-606	\$ 440,000.00	10	4.25%	1/1/2022	Energy efficient HVAC	5
27-29-22-23-0082	Hmong Village, LLC	1001 Johnson Pkwy	Saint Paul	55106	11/2/21	B2021-606	\$ 315,000.00	10	5.00%	1/1/2022	Lighting upgrade to LED	6
31-29-22-43-1573	HFS 428, LLC	428 Minnesota St	Saint Paul	55101	12/13/22	B2022-299	\$ 882,000.00	10	4.25%	1/1/2023	Energy efficient management system	5
31-29-22-43-1572					Amendment		\$ 733,683.50	8	4.25%			



Property Assessed Clean Energy - PACE OF MN

Project/Assessment Tracking Sheet

\$ 46,741,759.50

PIN	Owner	Address	City	Zip	Assessment Date	Resolution #	Amount	Term (Years)	Interest Rate	Accrual Date	Improvements	Commissioner District
06-28-22-43-0042	DPN Properties LLC	120 Plato Blvd W	Saint Paul	55107		B2023-130	\$ 300,000.00	10	6.00%	1/1/2024	Water and heat upgrades	5
34-29-23-11-0220	St. Paul Properties, LLC	701 Lexington Pkwy N	Saint Paul	55104		B2023-190	\$ 336,200.00	10	5.00%	1/1/2024	Heating, cooling, lighting, roof and solar upgrades	4
34-29-23-31-0029 34-29-23-31-0030	GA and J Properties LLC	1375 St Anthony Ave	Saint Paul	55104		B2024-032	\$ 34,000.00 \$ 189,000.00	10	7.00%	1/1/2025	Insulation, roof and solar upgrades	4
PROPOSED												
29-29-23-32-0036	Court West Business LLC	2610 University Ave West	Saint Paul	55114			\$ 353,000.00	10	5.50%	1/1/2025	Energy efficient HVAC	3
REMOVED												
06-28-22-12-0033	St. Paul Wabasha Partners, LLC	386 Wabasha St N	Saint Paul	55102	2/16/2021	B2021-039	\$ 12,000,000.00	20	6.44%	1/1/2022	Energy efficiency improvements	5
27-29-23-13-0040	MINCAM – Minnesota Cameroon Community – C/O Dr. Robert Tamukong	1020 Bandana Blvd W	Saint Paul	55108	5/24/16 Removal	B2016-144 B2017-040	\$ 194,000.00	10	4.50%		Connection to Energy Park Utility Company's District Energy System	3
27-29-23-13-0040	Minnesota Cameroon Community	1020 Bandana Blvd W	Saint Paul	55108	12/18/2018	B2018-351	\$ 250,000.00	10	5.00%	1/1/2019	Connection to Energy Park Utility Company's District Energy System	3

Board of Commissioners

Request for Board Action

Item Number: 2024-428

Meeting Date: 10/1/2024

Sponsor: Human Resources

Title

Revised Salary Plan and Grade for the Job Classification, Director of Ramsey County Libraries - Unclassified

Recommendation

Approve the revised salary plan and grade for the job classification: Director of Ramsey County Libraries - Unclassified to the following:

- Salary Plan 98B Grade 43 (Annual Salary Range: \$118,807-\$176,308)

Background and Rationale

Human Resources requests that the Director of Ramsey County Libraries job classification be permanently moved to a new salary schedule and grade.

- Current information: Salary Plan 99 Grade 99
- New Information: Salary Plan 98B Grade 43 (Annual Salary Range: \$118,807-\$176,308)

This request follows a careful review of a board resolution B2023-092 from June 2023. This resolution was submitted to the Ramsey County Board of Commissioners to inform the board of specific changes pertaining to the Ramsey County Library Advisory Board's (Library Board) roles and responsibilities. Effective June 2023, the Library Board is no longer responsible for hiring the Director of Ramsey County Libraries, determining their salary after hire, and deciding on any subsequent salary increases. The Library Board will now function in an advisory and support capacity only. The responsibility to hire and set compensation for the Director of Ramsey County Libraries now sits with Ramsey County, in accordance with Minnesota Statutes: Section 383A.282 County Board Responsibilities and Section 383A.286 Unclassified Service and Ramsey County Administrative Code, Chapter 4.36 - Human Resources.

Human Resources department followed its normal process for a review and recommendation of this change to a salary plan and grade. This recommended change aligns with Ramsey County's compensation philosophy and properly aligns the level of work within the structure and supports Ramsey County's vision, mission, and goals.

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

- It is recommended that the Director of Ramsey County Libraries job classification is allocated to salary plan 98B Grade 43 with an annual salary range of \$118,807-\$176,308.
- The 65th percentile of the comparable market is encompassed in the recommended salary plan and grade.

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

The Director of Ramsey County Libraries position has the overall responsibility in leading county wide efforts in establishing and directing strategic plans with a consideration for racial equity in all work and in alignment with Ramsey County values, goals, and strategic priorities. The Director of Ramsey County Libraries will work to ensure a cohesive, strategic, and sound approach across employees and leaders at each individual library location to ensure county-wide effectiveness.

The Director of Ramsey County Libraries (Unclassified) meets the standards and criteria of the Personnel Act - Minnesota Statutes 383A.286, Subdivision 3 to be placed in the unclassified service.

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

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

Community Participation Level and Impact

There is no community participation. The movement of this job classification from one salary schedule and grade to another salary plan and grade is an internal operational function pursuant to applicable statutes and rules.

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

This change does not impact the department's approved 2024-25 budget and beyond. This change aligns the Director of Ramsey County Libraries job classification with other Ramsey County titles and level of responsibilities that are on the same salary plan and grade.

Last Previous Action

On June 20, 2023, the Ramsey County Board of Commissioners approved Session Law Chapter 62 (HF 1830) that created Ramsey County Library Advisory Board and directed the Chief Clerk to file a Certificate of Approval of Special Law with the Minnesota Office of the Secretary of State (Resolution B2023-092).

Attachments

1. Director of Ramsey County Libraries Job Description

Job Class Title: Director of Ramsey County Libraries - Unclassified**BASIC FUNCTION:**

Provide the overall vision, long-range strategic planning, leadership and direction for the Library Department; support the Library Advisory Board; forge and maintain partnerships with a wide variety of stakeholders. This position reports directly to a Deputy County Manager and is part of the Economic Growth and Community Investment (EGCI) Service Team.

EXAMPLES OF WORK PERFORMED

1. Promote a diverse, culturally competent and respectful workplace.
2. Administer and direct the delivery of department services, ensuring high quality, culturally diverse and respectful services that provide equitable outcomes and that meet the needs of the county's residents.
3. Direct the development of strategic goals, objectives and long-range planning for library programs and operations. Establish measurable program outcomes and oversee the development of continuous improvement and quality assurance measures.
4. Direct and manage personnel operations in the department including hiring, supervision of staff and performance management in consultation with the Human Resources Department.
5. Direct the development and management of the department's operating budget including managing the submission and presentation of the budget to the County Board for approval.
6. Supervise the preparation of requests for County Board action, and attend, as the Department's representative, weekly meetings of the County Board and its subcommittees to provide information and explain department proposals.
7. Lead interdepartmental efforts and proactively engage in countywide initiatives as a member of the EGCI Service Team to improve county service integration, promote efficient, effective and collaborative service delivery and meet the strategic goals and objectives of the county.
8. Develop department goals and strategies that align with countywide strategic priorities to include advancing racial equity and inclusive services and initiatives.
9. Participate in the countywide Senior Management Team and perform related duties as assigned.
10. Direct, manage and oversee the selection of contractors, the negotiation and execution of contracts and agreements with vendors, and the monitoring of contracted services performance to ensure the delivery of effective services in compliance with applicable laws, rules, regulations and policies.
11. Represent the county before the news media, elected officials, state and federal officials, local government officials, and the community to present the county position on pending changes in laws, rules or regulations, to explain county policies and procedures and to negotiate satisfactory problem resolution.

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

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

Directly supervises up to six managers and indirectly supervises approximately 150 full and part-time employees (100 FTEs).

INTERNAL/EXTERNAL RELATIONSHIPS:

Weekly contact with County Board members and aides, the County Manager, Deputy County Managers and Department Heads to develop strategies, provide information, discuss and resolve matters of countywide concern or impact and oversee compliance with county policies and procedures. Monthly contact with Library Advisory Board. Weekly contact with other MELSA library directors and staff to coordinate metropolitan public library programs and services. Periodic contact with civic organizations to involve library in the community and nurture the library's relationship with volunteers. Monthly contact with the Minnesota Department of Education and state library planning organizations to shape statewide programs, apply for grants and coordinate library programs and services. Monthly meetings and contact with other related organizations, including business organizations, schools, non-profit organizations and community groups to provide departmental information and develop cooperative relationships.

IMPACT ON SERVICES/OPERATIONS:

Impacts on the availability, quality, effectiveness and efficiency of services provided to residents in need of library services. Proper performance results in quality services delivered to residents and strong partnerships with stakeholders. Improper performance may result in inefficient and/or improper use of county resources and inequitable service delivery.

WORK ENVIRONMENT:

Work is normally performed in an office setting. Frequent travel to other county, state, and local agency facilities to attend meetings; may include evening venues.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Knowledge of the principles and practices of leadership, management, administration and leadership with specific knowledge in the delivery of library services.
- Knowledge and experience in creating a diverse, successful workforce in a large organization and respect for the diversity of residents and county employees.
- Skill in promoting innovative, forward thinking ideas.
- Skill in fostering a welcoming culture that engages the broad diversity of the community.
- Skill in fostering a participatory work environment in which individuals collaborate in pursuit of a common mission and shared goals.
- Skill in written and verbal communication and the ability to make presentations before the public, staff and various boards.
- Ability and skill in visioning, strategic planning, proactive community engagement and project implementation.
- Demonstrated ability to lead, plan, organize, coordinate and manage the personnel and programs of a large and diversified organization.
- Ability to develop and maintain effective working relationships with the legislature, the Ramsey County Board of Commissioners, county leaders and staff, union representatives, other government, non-profit and community organizations and the general public.
- Ability to organize, manage, direct and motivate a large staff toward the accomplishment of objectives.
- Demonstrated ability to analyze, prepare and manage a comprehensive department budget including revenue forecasting.
- Ability to develop and identify creative solutions and opportunities to increase available resources.
- Ability to analyze complex problems and situations and develop and implement effective solutions.

MINIMUM QUALIFICATIONS:

Education: Bachelor's degree in Library Science, Business Administration, Public Administration or a related field.

Experience: Six years of progressively responsible experience in library services, or related experience in management or administration with at least two years of supervisory experience.

Substitution: Any equivalent combination of education and experience may substitute.

Board of Commissioners

Request for Board Action

Item Number: 2024-426

Meeting Date: 10/1/2024

Sponsor: Property Management & Sheriff's Office

Title

First Amendment to Lease Agreement with the City of Saint Paul for Office Space in the City Hall Annex

Recommendation

1. Approve the first amendment to the lease agreement with the city of Saint Paul, 15 West Kellogg Boulevard, Suite 700, Saint Paul, MN, 55102, for a reduction of 2,322 useable square feet of leased space in the City Hall Annex, 25 West 4th Street, Suite 150, Saint Paul, MN 55102, for the period of October 1, 2024 through June 30, 2025.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

Background and Rationale

The Ramsey County Sheriff's Office, Court and Security Services Division, utilizes a leased space at the City Hall Annex. The current lease term expires on June 30, 2025. An amendment has been negotiated to downsize the leased premises as the Sheriff's Office no longer needs the entire space and the city has need for additional space. The leased premises will be reduced by 2,322 square feet, from 5,700 square feet to 3,378 square feet, with a corresponding reduction in rent.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The racial equity impact of this lease amendment is unknown.

Community Participation Level and Impact

There is no community engagement for this lease amendment.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The lease agreement is funded by the Ramsey County Sheriff's Office operating budget. Quarterly rent will be reduced from \$22,690 to \$13,444 beginning October 1, 2024. The city of Saint Paul is responsible for all costs associated with the downsizing of the leased space.

Last Previous Action

On May 23, 2023, the Ramsey County Board of Commissioners approved a lease agreement with the city of Saint Paul, for the lease of office space in the City Hall Annex (Resolution B2023-082).

Attachments

1. First Amendment to Lease Agreement.

EXHIBIT A

FIRST AMENDMENT TO LEASE AGREEMENT

This **First Amendment to Lease Agreement** (“Amendment”) is made this _____ day of _____, 2024, by and between the City of Saint Paul, a Minnesota municipal corporation (“Lessor”), and Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Ramsey County Sheriff’s Office (“Lessee”).

RECITALS

1. On July 1, 2023, the parties entered into that certain Lease Agreement (City Lease No. TMS/17) (the “2023 Lease”), for the Leased Premises located at 24 West 5th Street, Suite 150, Saint Paul, Minnesota, 55102, and as defined and depicted in the 2023 Lease.
2. The Lease term for the 2023 Lease was for two years, commencing on July 1, 2023, through June 30, 2025.
3. Section 3 of the 2023 Lease provides that the 2023 Lease may be renewed for an additional 1-year term upon one year’s prior notice from Lessee to Lessor of the desire to renew. Lessee did not provide such notice to Lessor; however, Lessee and Lessor have agreed that Lessee may continue to occupy the Leased Premises beyond the June 30, 2025 expiration date through a month-to month tenancy, subject to a 90-day termination notice by Lessor as provided in Section 8 of the 2023 Lease.
4. Lessor and Lessee have agreed that beginning on October 1, 2024 a portion of the Leased Premises that was previously occupied by civilian employees in Lessee’s Civil Processing Unit will be occupied by staff from Lessor’s Office of Human Resources (the “Human Resources space”). Lessor will exclusively occupy 2,322 square feet of the 5,700 sq-ft Leased Premises, and Lessee will exclusively occupy the remaining 3,378 square feet (5,700 sq ft less 2,322 sq ft), as provided in Exhibit A attached to this Amendment.
5. Section 5 of the 2023 Lease provides a payment schedule for Lessee based on an annual rental rate during the second half of 2024 and the first half of 2025 of \$15.92/sq ft. That rate will remain unchanged during any month-to-month tenancy. Based on the anticipated reduced square footage of the Leased Premises, Lessee’s per-quarter rental payment beginning October 1, 2024 will be reduced from \$22,686.00 to \$13,444.44. If Lessee continues to occupy its reduced portion of the Leased Premises beyond the June 30, 2024 expiration date, Lessee will pay to Lessor a monthly rental amount of \$4,481.48.
6. Pursuant to the Lessor’s installation of access control devices, if not existing, to doors one through eight as shown on Exhibit A to secure the Leased Premises, Lessor and Lessee have agreed that no space shall be demised.
7. Lessor and Lessee have agreed that all furniture located in the Human Resources space, either existing as of the effective date of this Amended Agreement or subsequently acquired, is solely owned by the Lessor, and shall remain with the Lessor, both during the terms of the Lease and after its expiration thereof, and that Lessee shall have no responsibility, duty, or otherwise for repair, insurance, maintenance, moving, storage, cleaning, or replacing said furniture.
8. This Amendment memorializes the intended revisions to the 2023 Lease as provided in Recitals 3 through 7 above.

NOW, THEREFORE, Lessor and Lessee agree as follows:

1. The 2023 Lease shall terminate by its terms on June 30, 2025.
2. Basic Rent for Lessee during the period of October 1, 2024 through expiration on June 30, 2025, shall be for \$15.92 per square foot, payable quarterly in the amount of \$13,444.44 in advance of the first day of each quarter. Basic Rent for Lessee during any month-to-month tenancy beyond the June 30, 2025 expiration date shall be for \$15.92 per square foot, payable monthly in the amount of \$4,481.48 in advance of the first day of each month.
3. No space shall be demised during the original term of the Lease, or any extensions thereof. Access control devices installed on doors one through eight as shown on Exhibit A will be at Lessor's expense to secure the Leased Premises.
4. Furniture in the Human Resources space shown on Exhibit A shall be owned solely by the Lessor and shall remain with the Lessor at the expiration of the Lease. Lessee shall have no interest in said furniture and shall have no duty to repair, insure, maintain, move, store, clean, or replace any such furniture, including any furniture subsequently acquired by Lessor after the date of this First Amendment.
5. All other terms and conditions of the 2023 Lease remain in full force and effect.
6. The Recitals are true and correct and are incorporated herein.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the date first written above.

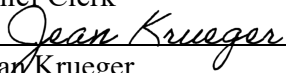
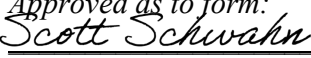
LESSOR	LESSEE
<hr/>	<hr/>
Bruce Engelbrekt, Manager, OFS/Real Estate	Victoria Reinhardt Chair, Ramsey County Board of Commissioners
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John McCarthy, Director, Financial Services	Mee Cheng Chief Clerk
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Shari Moore, City Clerk	Jean Krueger Director of Property Management
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Jaime Tincher, Deputy Mayor	<i>Approved as to form:</i>  <hr/>
<i>Approved as to form:</i>	Scott Schwahn Assistant County Attorney
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Sarah Sullivan, Assistant City Attorney	

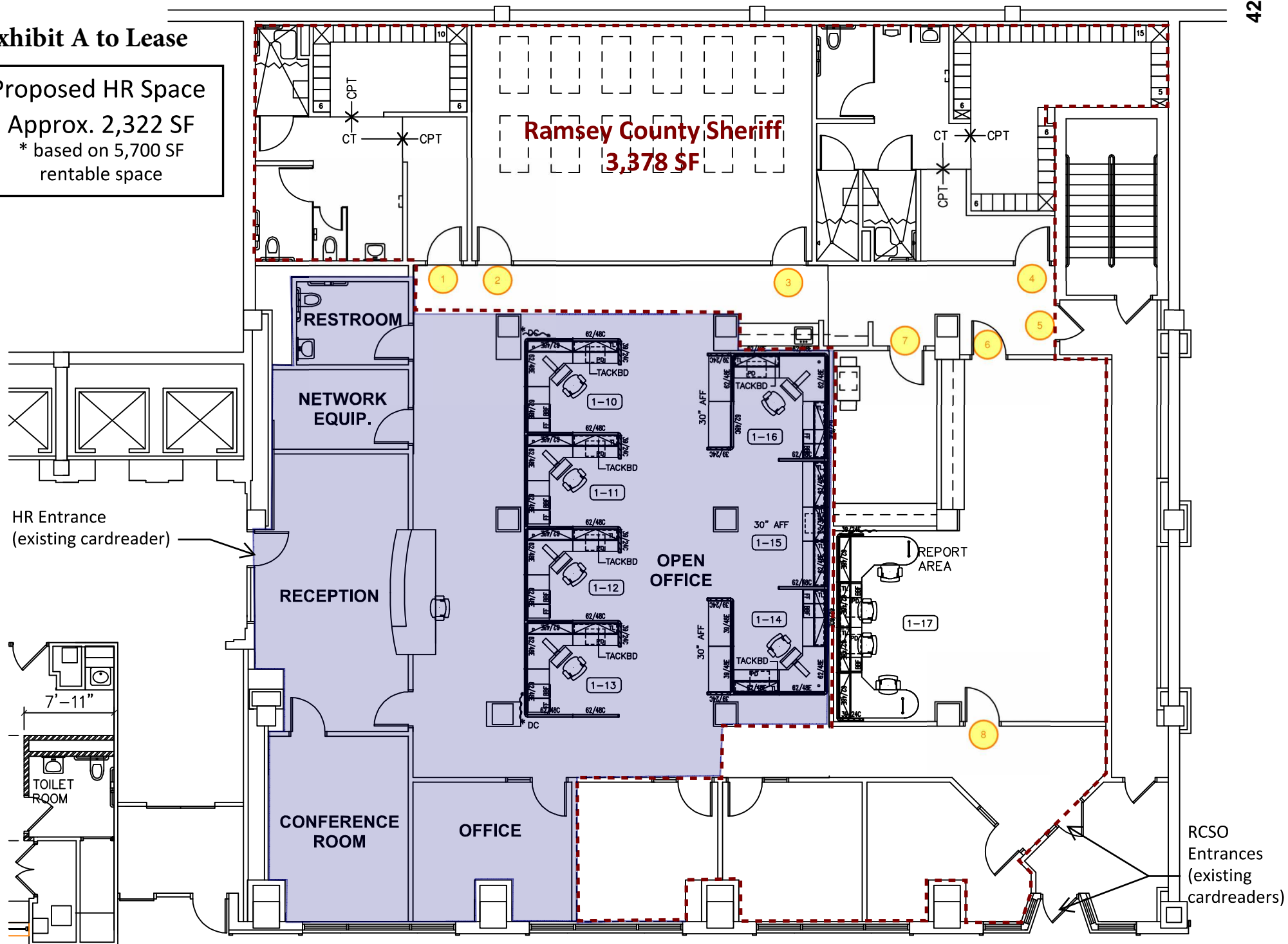
Exhibit A to Lease

Proposed HR Space

Approx. 2,322 SF

* based on 5,700 SF
rentable space

Ramsey County Sheriff
3,378 SF



Board of Commissioners

Request for Board Action

Item Number: 2024-393

Meeting Date: 10/1/2024

Sponsor: Public Works

Title

Memorandum of Agreement with Capitol Region Watershed District for the Operations and Maintenance of Stormwater Facilities

Recommendation

1. Approve the Memorandum of Agreement with Capitol Region Watershed District for Operations and Maintenance of Stormwater Facilities with Capitol Region Watershed District for operation and maintenance of stormwater facilities within their jurisdiction.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Agreement.

Background and Rationale

Capitol Region Watershed District is a local, special-purpose unit of government which was formed under Minnesota State Statute 103D. The district's jurisdiction covers most of Saint Paul, Falcon Heights, Lauderdale, Roseville, and Maplewood. Ramsey County Public Works and Capitol Region Watershed District collaborate closely together on projects, ensuring water quality needs are met as part of their permitting program.

Currently, Public Works needs to draft a maintenance agreement with Capitol Region Watershed District for every project, as a requirement of this permitting process. Executing this memorandum of agreement will include all county stormwater facilities within the district and fulfill the permitting requirement, eliminating the need for project-specific agreements.

Maintenance of stormwater facilities consists of routine inspection and minor corrective measures to ensure the ongoing function of the facility. This agreement will last in perpetuity or until otherwise amended or terminated in the future.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☐ Opportunity ☐ Accountability

Racial Equity Impact

Ramsey County Public Works projects cover the entire county and there are numerous existing stormwater facilities that benefit all communities.

Community Participation Level and Impact

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

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

There is no fiscal impact associated with the approved 2024-2025 budget. Costs related to stormwater maintenance are included in the 2024-2028 Transportation Improvement Program (TIP). These costs will continue to be included in every subsequent TIP moving forward.

Last Previous Action

None.

Attachments

1. Memorandum of Agreement PW2024-02M

MEMORANDUM OF AGREEMENT PW2024-02M
for
OPERATIONS AND MAINTENANCE OF STORMWATER FACILITIES

THIS AGREEMENT is made this 4th day of September, 2024, by **Ramsey County Public Works at 1425 Paul Kirkwold Drive, Arden Hills, MN. 55112**, ("COUNTY"), in favor of the Capitol Region Watershed District, a body with powers pursuant to Minnesota Chapters 103B and 103D ("DISTRICT").

WHEREAS, the DISTRICT requires the installation and maintenance of stormwater management facilities for projects disturbing over one acre in its DISTRICT Rules; and

WHEREAS, the COUNTY is required to construct stormwater management facilities according to the DISTRICT Rules for COUNTY projects; and

WHEREAS, the COUNTY is required to enter into an agreement to maintain constructed stormwater management facilities under Rule C Section 3.(f) of the DISTRICT Rules; and

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the DISTRICT and the COUNTY agree as follows:

SECTION 1. Definitions

- a) **Stormwater Management**: Facilities means the devices constructed as part of the COUNTY's Capital Projects constructed to meet the DISTRICT's Rules.

SECTION 2. COUNTY Obligations. The COUNTY shall maintain the stormwater management facilities in originally designed working condition and in accordance with the schedule of long-term maintenance activities agreed to, as follows:

- a) Establish an inventory of stormwater management facilities, which will be updated annually.
- b) Inspect stormwater management facilities annually, according to the site-specific maintenance plan, or according to manufacturer's specification where appropriate.
- c) Maintain and repair all stormwater management facilities according to the site-specific maintenance plan, as necessary to preserve the integrity and intended function of the facility, and where applicable, in accordance with the recommendations of the State of Minnesota Stormwater Manual, or as amended.
- d) Provide a report of inspections and maintenance performed to the DISTRICT upon request.
- e) If the DISTRICT notifies the COUNTY of a documented deficiency in the designed function of a stormwater management facility, the COUNTY shall provide the DISTRICT a reasonable schedule for completion of the required maintenance.

SECTION 3. Entire Agreement. It is understood and agreed that this Agreement constitutes the entire Agreement between the parties, and that it supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof. This Agreement may be amended only by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

RAMSEY COUNTY, MINNESOTA

By _____
Victoria Reinhardt, Chair
Board of Commissioners


By _____
Mee Cheng, Chief Clerk
Board of Commissioners


By  _____
Brian E Isaacson (Sep 17, 2024 10:54 CDT)
Brian Isaacson, Director
Public Works Department

Approved as to form:

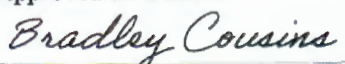
 _____
Kathleen Ritter (Sep 17, 2024 11:52 CDT)
Assistant County Attorney

**CAPITOL REGION WATERSHED
DISTRICT**

By  _____
Anna Pleria, Administrator

By  _____
Joe Collins, President

Approved as to form:

 _____
Bradley Cousins
Assistant Ramsey County Attorney
Legal Counsel for Capitol Region Watershed
District

9/10/24

Board of Commissioners

Request for Board Action

Item Number: 2024-466

Meeting Date: 10/1/2024

Sponsor: Board of Commissioners

Title

Settlement Agreement in Orlando Hooper v. Ramsey County (MDHR File No. 74939)

Recommendation

1. Approve the settlement agreement with Orlando Hooper relating to Orlando Hooper v. Ramsey County (MDHR File No. 74939), totaling \$44,000.
2. Authorize the Chair and Chief Clerk to execute the settlement agreement.

Background and Rationale

Following his detention at the Adult Detention Center from May 24, 2022 to May 28, 2022, Mr. Hooper filed a charge with the Minnesota Department of Human Rights (MDHR) alleging that the county discriminated against him on the basis of a disability, in violation of the Minnesota Human Rights Act. Specifically, Mr. Hooper alleges that he was not provided with an American Sign Language (ASL) interpreter or access to a videophone subject to the same rules and restrictions that are applied to other detainees' use of standard telephones.

The settlement provides payments totaling \$44,000, including:

- 1) \$1,000 to claimant Orlando Hooper;
- 2) \$18,000 to the MMLA Client Trust; and
- 3) \$25,000 to the Minnesota Disability Law Center for attorneys' fees and expenses.

The settlement also obligates Ramsey County to certain commitments during the two-year term of the settlement, including those related to:

- 1) providing interpreter services to ADC detainees;
- 2) creating an ASL version of the ADC Rules/Handbook;
- 3) posting of notices of policies;
- 4) training of ADC staff; and
- 5) providing videophone and video relay services.

The MDHR will monitor the Ramsey County's compliance with these provisions.

The settlement disclaims liability by Ramsey County and provides for full dismissal of the claims and full release of claimant's past and pending claims against Ramsey County.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

There is no direct racial equity impact related to this request for board action.

Community Participation Level and Impact

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

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Ramsey County is self-insured. The settlement will be paid out of the county's tort liability fund.

Last Previous Action

On September 24, 2024, the Ramsey County Board of Commissioners met in a closed session to receive advice and to provide direction to the County Attorney's Office (Resolution B2024-188).

Attachments

1. Settlement Agreement

**BEFORE THE HUMAN RIGHTS DEPARTMENT
OF THE STATE OF MINNESOTA**

In the Matter of:

MDHR File No. 74939

ORLANDO HOOPER,

Charging Party,

**SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS**

vs.

COUNTY OF RAMSEY,

Respondent.

RECITALS

This Settlement Agreement (Agreement) is made and entered into among Orlando Hooper (Charging Party), and County of Ramsey (Respondent).

Charging Party is a deaf person whose primary language is American Sign Language (ASL). On April 24, 2023, Charging Party filed a charge with MDHR alleging that Respondent discriminated against him in the areas of public services, on the basis of disability, in violation of the Minnesota Human Rights Act (MHRA), Minn. Stat. §§ 363A.12, subd. 1. He alleges that from May 24 to 28, 2022, when he was held by the Respondent at its Adult Detention Center (“ADC”), Respondent did not provide him with full and equal access to and benefit from various services and programs offered by the Respondent at the ADC. Among other things, he alleges that, despite his requests for an ASL interpreter, the Respondent failed to communicate with him concerning significant matters using a qualified ASL interpreter and that it failed to provide him access to a videophone subject to the same rules and restrictions that the Respondent applied to other detainees' use of standard telephones. He alleges that the Respondent's discriminatory actions caused him harm.

Respondent admits detaining Charging Party at the ADC from May 24 to 28, 2022, but denies Charging Party's other allegations, denies violating the MHRA and denies that it is liable to Charging Party.

The parties to this Agreement desire to avoid the expense and uncertainties of litigation by entering into this Agreement. The Parties agree that the consideration exchanged herein does not constitute, and shall not be interpreted to be, an admission of liability or wrongdoing by any person.

In consideration of the above recitals and the commitments described below, the parties agree as follows:

AGREEMENT

1. *Definitions,*

"Certification" means that Respondent will provide Charging Party's attorney with a written notice from Respondent's Attorney, under penalty of perjury, stating that Respondent has complied with each specific requirement of the Settlement Agreement identified in paragraph 9 the Agreement (Proof of Compliance). Respondent shall send the certification, documents, and other materials, subject to the Minnesota Government Data Practices Act, to the Minnesota Department of Human Rights Settlement Monitoring Team at settlementmonitoring.mdhr@state.mn.us, and copy the Charging Party's counsel at the Minnesota Disability Law Center (MDLC) at speterson@mylegalaid.org.

"Qualified Interpreter" constitutes an interpreter for individuals who are deaf or hard-of-hearing and provided in Minn. Stat. §§ 611.32, subd. 2 (to the extent applicable), 611.33, and 546.44, subd. 4.

"Virtual Remote Interpreting" or "VRI": An interpreting service (not a VRS service) conveyed using videoconferencing where at least one person, typically the interpreter, is at a separate location. VRI uses a Qualified Interpreter at an off-site location to interpret and facilitate

communication between individuals using sign language and non-sign language users in the same physical location to communicate by a videophone, computer with a video-camera, or mobile device using web browsers or apps. To provide effective communication through VRI service, it must work properly without technological challenges such as ethernet and/or Wi-Fi connection problems preventing meaningful access. VRI is not effective when the internet speed is slow or below standards such that images become pixelated, freeze, trail, smear, motion blur, or cause the connection to be dropped.

“Video Relay Service” or “VRS”: A form of Telecommunications Relay Service provided by the Federal Communications Commission (“FCC”) that enables persons with hearing disabilities who use American Sign Language to communicate with voice telephone users through video equipment, rather than through typed text. Video equipment links the VRS user with a communications assistant, or CA, who is a qualified American Sign Language (ASL) interpreter, so that the VRS user and the CA can see and communicate with each other in signed conversation. To use VRS, a deaf or hard of hearing individual must be given video conferencing equipment or videophones, and a broadband (high speed) Internet connection. The per-minute rate for VRS is not assessed to the caller. VRS providers are compensated for their costs from the Interstate TRS Fund, which the FCC oversees.

2. ***Term and Effective Date.*** This Agreement shall have a two-year term and shall become effective on the date on which the last party signs the Agreement (the Effective Date).

3. ***Compliance with the MHRA.*** Respondent reaffirms its commitment to comply with the Minnesota Human Rights Act, Minn. Stat. § 363A.01, *et seq.*

4. ***Qualified Interpreter Service for communications with Respondent’s ADC Staff.***

- a. Respondent must provide qualified interpreters to detainees who are deaf or hard-of-hearing for the intake, booking and orientation process, including

medical and mental health screening, fingerprinting, booking, orientation, and Deaf and Hard of Communication preference, either by using in-person interpreters or by using its VRI system.

- b. Respondent will give primary consideration to the request of the detainee who is deaf or hard of hearing in determining the type of auxiliary aid or service is necessary. Respondent will honor the request unless it can demonstrate that another effective means of communication exists or that use of the means requested would result in fundamental alteration of Respondent's programs and services or in undue financial and administrative burdens. A determination of fundamental alteration or undue financial and administrative burdens must be made by the head of the particular County agency or their designee after considering all the resources available for use in the funding and operation of that agency's programs and services and must be accompanied by a written statement of the reasons for reaching the conclusion.

5. ***ADC Inmate Handbook and Policies.*** Respondent shall create and provide an American Sign Language (ASL) version in video format of the **ADC Rules/Handbook** for all detainees who are deaf or hard of hearing. Respondent shall provide the ASL video version of the Inmate Manual to detainees who are deaf or hard of hearing at the same time it provides the Inmate Manual to detainees who are hearing. Respondent shall make a good faith effort to begin providing the ASL Video version of the ADC Inmate Manual no later than 120 days following the Effective Date of this Agreement. If Respondent cannot produce the ASL Video version within 120 days, Respondent will provide the MDHR at settlementmonitoring.mdhr@state.mn.us, and the MDLC at speterson@mylegalaid.org, notice with the expected production date.

Respondent shall amend its **Inmate Telephone Access** policy no later than 30 days following the Effective Date of this Agreement to include a statement that the rules in the policy may be modified to accommodate inmates with disabilities.

6. *Posting of Notices of Policies.*

- a. Notice to Staff. Within 30 days of the Effective Date, Respondent shall provide notice to all ADC staff (including all new staff) concerning its policy to provide Qualified Interpreters and video communication access for detainees who are deaf and hard of hearing and the requirements of this settlement agreement.
- b. Notice to Inmates. Within 30 days of the Effective Date, Respondent shall notify all current inmates who are deaf or hard-of-hearing that they shall have meaningful access to Videophone and VRS, and VRI services. Respondent shall also provide this information to all new deaf or hard of hearing inmates at the time they are admitted to the ADC.

Respondent will also post signs in highly visible areas of booking and housing stating:

ATTENTION

If you are DEAF or HARD OF HEARING and need reasonable accommodations, please notify Ramsey County custody staff IMMEDIATELY upon entry.

The Ramsey County Adult Detention Center has relay devices for Video Relay Service (VRS) calls.

The Ramsey County Adult Detention Center also has Video Remote Interpreting (VRI) devices for remote interpreting to assist you in communicating with staff during your booking process.

Should you desire an in-person interpreter to assist in your booking process, please inform custody staff IMMEDIATELY so arrangements can be made.

7. ***Training.*** Respondent agrees to provide the following training to its personnel during the Term of this Agreement:

- a. The Respondent will provide notice to its ADC staff, 30 days after settlement, concerning its policy to provide Qualified Interpreters and video communication access for detainees who are deaf and/or hard of hearing.
- b. During new staff training and during its staff annual training, until the completion of the two-year term of this agreement, the Respondent will train its ADC staff concerning
 - i. its policy to provide qualified interpreters and video communication access for detainees who are deaf and/or hard of hearing; and
 - ii. the operation and use of the ADC's video communications system, including its videophone system and its Video Remote Interpreting (VRI) system, and including supplemental video training.

8. ***Telephone Service: Actions to Ensure Effective Communication and Meaningful Access for Inmates who are Deaf.***

- a. Providing Effective Communication. Respondent shall provide inmates who are deaf or hard of hearing meaningful access to and full utilization of or benefit from all services it provides at the ADC, including specifically telephone services. This includes providing effective auxiliary aids and services that will permit inmates who are deaf to have the ability to communicate with people who are outside the ADC, subject to the same restrictions and limits as other inmates.
- b. Videophone and VRS Service in Intake and Booking Areas

- i. Respondent will make video communication service available for detainees who are deaf or hard of hearing in the booking/admission area during the booking and orientation to the same extent that it makes telephone service available for other detainees. It will provide devices capable of providing point to point direct video communication for persons wishing to communicate by sign to each other (Videophone service) and also Video Relay Service (“VRS”) (for persons who are deaf or hard of hearing to communicate with people who are hearing).
- ii. Respondent shall provide VRS and Videophone service in the booking and housing areas of the Jail with appropriate point-to-point video communication capability.

9. ***Proof of Compliance.***

- a. Documentation. Respondent shall provide to the Minnesota Department of Human Rights Settlement Monitoring Team at settlementmonitoring.mdhr@state.mn.us, and copy Charging Party’s attorney (the Minnesota Disability Law Center) at speterson@mylegalaid.org, certification, documents, photos, videos and other materials, subject to the Minnesota Government Data Practices Act, necessary to assess its compliance with the obligations of this Agreement, including, but not limited to, the following:
 - i. Certification that Respondent has implemented the requirements of Paragraph 4 of this Agreement regarding provision of Qualified Interpreters for communication with staff. (To be provided within

thirty (30) days following the implementation, and, one (1) year thereafter.)

- ii. Certification that Respondent has implemented the requirements of Paragraph 5 of this Agreement to provide an ASL/Video version of the ADC Inmate Handbook and the date on which the ASL video version of the Inmate Handbook was created. (Copy of video and certification to be provided to settlementmonitoring.mdhr@state.mn.us and copied to speterson@mylegalaid.org within thirty (30) days following the creation of the video.)
- iii. Certification that Respondent has amended its Inmate Telephone Policy as noted in Paragraph 5 of this Agreement to include a statement that the rules in the policy may be subject to accommodation for inmates with disabilities, the date the policy was amended, and a copy of the policy. (Copy of the policy and certification to be provided to settlementmonitoring.mdhr@state.mn.us and copied to speterson@mylegalaid.org within thirty (30) days following the Effective Date of this Agreement).
- iv. Certification that Respondent has provided notice to staff required by Paragraph 6.a of this Agreement, including copies of unprivileged portions of the notice (if any). (Copy of notice and certification to be provided to settlementmonitoring.mdhr@state.mn.us and copied to

speterson@mylegalaid.org within thirty (30) days following the notice, and one (1) year thereafter.)

- v. Certification that Respondent has provided, notice to current inmates and a copy of the notice required by Paragraph 6.b of this Agreement, and the certification shall specify the date on which it was posted in the booking and housing areas, and that it plans to continue to provide the notice for at least two years. (To be provided to settlementmonitoring.mdhr@state.mn.us and copied to speterson@mylegalaid.org within thirty (30) days following the posting of the notice, and, one (1) year thereafter.)
- vi. Certification that Respondent has provided all training required by Paragraph 7 of this Agreement, including copies of training materials that are public records, the names of the individuals completing the training, the dates the training was completed, a list of general topics covered, and the length of the training. (To be provided to settlementmonitoring.mdhr@state.mn.us and copied to speterson@mylegalaid.org within thirty (30) days following the training sessions, and, upon request from Charging Party's counsel, one (1) year thereafter.)
- vii. Certification that Respondent has installed video communication devices capable of providing Videophone service and VRS service in the booking and housing areas of the ADC, as required by Paragraph 8.b.ii of this Agreement.

b. Monitoring. Within six months from the effective date of this Agreement and one year thereafter, the Respondent will provide to settlementmonitoring.mdhr@state.mn.us and copy to speterson@mylegalaid.org, videos of the working Videophone and VRS in the booking and housing areas, confirming that they are fully functioning, and to provide a photograph the posted Notice visible in both the booking and housing areas of the ADC.

10. *Settlement of Claims*. In settlement of all of Charging Party's claims against Respondent relating in any way to the Charging Party's detention from May 24-28, 2022, the Charging Party's allegation that he did not receive full and equal access to services and programs Respondent provides to other inmates who are not deaf, and Charging Party's allegation that Respondent failed to provide Charging Party with auxiliary aids and services necessary for communication while Charging Party was incarcerated in the ADC between May 24-28, 2022, Respondent shall deliver to Charging Party's counsel within thirty (30) days after the effective date of this Agreement payment in the total amount of Forty-Four Thousand Dollars (\$44,000.00). The payment shall consist of three separate checks:

- a. A check made to the order of Charging Party in the amount of One-Thousand Dollars (\$1,000.00). Respondent shall issue an IRS 1099-MISC form to Charging Party, and he shall be solely responsible for the payment of any and all taxes due in connection with such payment.
- b. A check made to the order of "MMLA Client Trust," with "Orlando Hooper ABLE Account or Trust Account" in the memo, in the amount of Eighteen-Thousand Dollars (\$18,000.00). Respondent shall issue an IRS 1099-MISC form to Charging Party, and Charging Party shall be solely responsible for the payment of any and all taxes due in connection with such payment.

- c. A check made to the order of the Minnesota Disability Law Center (MDLC) in the amount of Twenty-Five Thousand Dollars (\$25,000), in settlement of Charging Party's claims for statutory attorneys' fees and expenses. Respondent shall issue an IRS 1099-MISC form (not self-employed) to MDLC for this payment, and the MDLC shall be solely responsible for the payment of any and all taxes due in connection with such payment.

11. Tax Responsibility. Charging Party acknowledges that Charging Party has neither received nor relied upon any advice from Respondent or any of their attorneys or representatives concerning the taxability of any payment made pursuant to this Agreement. Charging Party acknowledges that MDHR has recommended to Charging Party that Charging Party consult with Charging Party's tax advisor about the proper tax treatment of these payments.

12. Settlement of Claims and Release. Charging Party, on behalf of himself, his agents, representatives, attorneys, assignees, heirs, executors, and administrators, hereby covenants not to sue and releases and forever discharges Respondent, and its past and present employees, agents, insurers, officials, and officers from ANY AND ALL CLAIMS, ACTIONS, AND CAUSES OF ACTION, which Charging Party has against Respondent up through the date of his signature on this Agreement. This release includes any claims Charging Party may have under the Minnesota Human Rights Act and any attorneys' fees or other costs or expenses. Charging Party acknowledges and specifically agrees that the Release applies to the claims encompassed in his Charge and any claims related to or arising from any other subsequent or prior detention at Respondent's facilities, including the ADC, up through the date of his signature on this Agreement. Charging Party agrees not to initiate any further legal proceedings related to, arising out of, or that could have been brought as part of the Charge and agrees to dismiss any currently pending legal proceedings related to the Charge. Charging Party specifically agrees to the closure of MDHR file

No. 74939 and acknowledges that he will not receive a Notice of Right to Sue related to these Charges.

Charging Party expressly represents and warrants that he is able to execute this agreement. Charging Party expressly represents and warrants that he is not a party to any bankruptcy proceeding before any court. Charging Party further expressly represents and warrants that to the best of his knowledge, no person, firm, corporation, governmental entity or other entity has any right to proceed by way of subrogation, enforcement of a lien or otherwise against the Respondent hereby released. The Charging Party hereby agrees to indemnify and hold harmless the Respondent from any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare payments, medical assistance claim, or otherwise, which may now exist or hereafter arise by reason of the matters referred to herein. It is agreed all liens or any statutory obligations will be satisfied by the proceeds of this settlement. Charging Party will defend and indemnify Respondent from Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorneys' fees. Charging Party further represents and warrants that no right, claim or cause of action covered by this Agreement has been assigned, given or otherwise transferred to anyone else.

13. Mediated Settlement Agreement. This Agreement is binding. The parties acknowledge that they have been advised that (1) the other parties have no duty to protect their interests or provide them with information about their legal rights, (2) signing this Agreement may adversely affect their legal rights; and (3) they should consult an attorney before signing this Agreement if they are uncertain of their rights.

14. Severability. If any provision of the Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision

had never comprised a part of the Agreement. The remaining provisions of the Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

15. *No Strict Construction.* The language used in the Agreement will be deemed to be the language chosen by the Parties to express their mutual intent and no rule of construction will be applied against them.

16. *Entire Agreement.* This Agreement constitutes the entire agreement between and among the parties. This Agreement supersedes any and all other agreements. No modification shall be binding on any of the parties unless it has been agreed to by the parties in writing, signed by them and identified as an amendment to this Agreement. There are no inducements or representations leading to the execution of this Agreement except as herein explicitly contained.

17. *Voluntary and Knowing Action.* The parties to this Agreement acknowledge that they have read and understand the terms of this Agreement, that they have been represented by legal counsel or had the opportunity to retain legal counsel, and that they are voluntarily entering into this Agreement to resolve the dispute among them.

18. *Governing Law and Venue.* Minnesota law will govern the construction and interpretation of this Agreement. No rule of strict construction shall apply against any party as all parties equally drafted the Agreement. The Parties agree that any action regarding breach, interpretation, or adherence to the terms of the Agreement shall be filed in Ramsey County District Court.

This Agreement may be executed in multiple counterparts, which shall be construed together as if one instrument. In addition, any party shall be entitled to rely on an electronic or facsimile copy of a signature as if it were the original.

The parties have caused this Agreement to be signed on the dates opposite their signatures.

CHARGING PARTY ORLANDO HOOPER

Dated: 09 / 04 / 2024 Orlando Hooper

RESPONDENT COUNTY OF RAMSEY

Dated:

By: [NAME] _____

Title: _____

AS TO CERTIFICATION & MONITORING ONLY:

MINNESOTA DEPARTMENT OF HUMAN RIGHTS

Dated:

By: Kaarin Long

Title: Deputy General Counsel _____