



# Board of Commissioners Agenda

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

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April 2, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

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## PLEDGE OF ALLEGIANCE

## LAND ACKNOWLEDGEMENT

1. **Agenda of April 2, 2024 is Presented for Approval** [2023-658](#)

Sponsors: County Manager's Office

Agenda of April 2, 2024 is Presented for Approval

Approve the agenda of April 2, 2024.

2. **Minutes from March 19, 2024 are Presented for Approval** [2023-679](#)

Sponsors: County Manager's Office

Minutes from March 19, 2024 are Presented for Approval

Approve the March 19, 2024 Minutes.

## PROCLAMATION

3. **Proclamation: Autism Awareness Month** [2024-041](#)

Sponsors: County Manager's Office

Proclamation: Autism Awareness Month

4. **Proclamation: National Public Health Week** [2024-099](#)

Sponsors: Public Health

Proclamation: National Public Health Week

## ADMINISTRATIVE ITEMS

5. **Appointment of Vice Chair of Rice Creek Commons Joint Development Authority Board** [2024-002](#)

Sponsors: Community & Economic Development, Chief Clerk

Appointment of Vice Chair of Rice Creek Commons Joint Development Authority Board

Appoint Commissioner Nicole Frethem as the Vice Chair of the Rice Creek Commons Joint Development Authority Board from date of appointment through December 31, 2024.

**6. Award from Saint Paul & Minnesota Foundation for Restorative Outreach & Support Coordinator** [2024-096](#)

Sponsors: County Attorney's Office

Award from Saint Paul & Minnesota Foundation for Restorative Outreach & Support Coordinator

1. Ratify the grant application to the Saint Paul & Minnesota Foundation for the Restorative Outreach & Support Coordinator.
2. Accept grant award with Saint Paul & Minnesota Foundation for Restorative Outreach & Support Coordinator for the period of upon execution through December 31, 2025 in the amount of \$130,000.
3. Approve an increase in the personnel complement of the County Attorney's Office by 1.0 Full-Time Equivalent Executive Assistant Unclassified.

**7. Intergovernmental Mobility Agreement with the City of Saint Paul Police Department** [2024-124](#)

Sponsors: County Attorney's Office

Intergovernmental Mobility Agreement with the City of Saint Paul Police Department

1. Approve the Intergovernmental Mobility Agreement with the city of Saint Paul Police Department for the assignment of Michael DeTomaso to the County Attorney's Office on a cost reimbursement basis to be effective upon execution through December 31, 2024.
2. Authorize the Chair and Chief Clerk to execute the Intergovernmental Mobility Agreement.
3. Authorize the County Manager to approve and execute amendments to renew the terms of the agreements for additional one-year periods, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

**8. Funding Allocation from the Minnesota Department of Human Services for Family First Prevention Services** [2024-085](#)

Sponsors: Social Services

Funding Allocation from the Minnesota Department of Human Services for Family First Prevention Services

1. Accept the funding allocation from the Minnesota Department of Human Services for the Family First Prevention Services in the amount of \$592,546.
2. Authorize the County Manager to enter into agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of allocation funding.

**9. Joint Powers Agreement with the State of Minnesota for Disparity Study** [2024-110](#)

Sponsors: Finance

Joint Powers Agreement with the State of Minnesota for Disparity Study

1. Approve the Joint Powers Agreement with the Minnesota Department of Administration, 200 Administration Building, 50 Sherburne Avenue, Saint Paul, MN 55155, for participation in the disparity study upon execution and ending January 31, 2026.

2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

**LEGISLATIVE UPDATE**

**COUNTY CONNECTIONS**

**OUTSIDE BOARD AND COMMITTEE REPORTS**

**BOARD CHAIR UPDATE**

**ADJOURNMENT**

Following County Board Meeting:

10:30 a.m. (est.) Board Workshop: Communications and Public Relations Update - Courthouse Room 220, Large Conference Room

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

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

Advance Notice:

April 09, 2024 County board meeting – Council Chambers

April 16, 2024 County board meeting – Council Chambers

April 23, 2024 County board meeting – Council Chambers

April 30, 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

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**Item Number:** 2023-658

**Meeting Date:** 4/2/2024

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**Sponsor:** County Manager's Office

**Title**

Agenda of April 2, 2024 is Presented for Approval

**Recommendation**

Approve the agenda of April 2, 2024.



# Board of Commissioners

## Request for Board Action

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

---

**Item Number:** 2023-679

**Meeting Date:** 4/2/2024

---

**Sponsor:** County Manager's Office

**Title**

Minutes from March 19, 2024 are Presented for Approval

**Recommendation**

Approve the March 19, 2024 Minutes.

**Attachments**

1. March 19, 2024 Minutes.



# Board of Commissioners Minutes

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

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March 19, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

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

## ROLL CALL

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

## PLEDGE OF ALLEGIANCE

## LAND ACKNOWLEDGEMENT

Presented by Commissioner McGuire.

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

Sponsors: County Manager's Office

Motion by Xiong, seconded by Reinhardt. Motion passed.

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

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

Sponsors: County Manager's Office

Motion by Reinhardt, seconded by McGuire. Motion passed.

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

## ADMINISTRATIVE ITEMS

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

Sponsors: Parks & Recreation

Motion by McGuire, seconded by Reinhardt. Motion passed.

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

Resolution: [B2024-048](#)

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

Sponsors: Public Health

Motion by McGuire, seconded by Reinhardt. Motion passed.

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

Resolution: [B2024-049](#)

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

Sponsors: Public Health

Motion by McGuire, seconded by Reinhardt. Motion passed.

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

Resolution: [B2024-050](#)

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

Sponsors: County Attorney's Office

Motion by McGuire, seconded by Reinhardt. Motion passed.

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

Resolution: [B2024-051](#)

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

Sponsors: Workforce Solutions

Motion by Reinhardt, seconded by Frethem. Motion passed.

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

Resolution: [B2024-052](#)

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

Sponsors: Public Health

Motion by Reinhardt, seconded by Xiong. Motion passed.

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

Resolution: [B2024-053](#)

## **ORDINANCE PROCEDURES**

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

Sponsors: Parks & Recreation

Motion by Ortega, seconded by Xiong. Motion passed.

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

Resolution: [B2024-054](#)

## **LEGISLATIVE UPDATE**

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

## **COUNTY CONNECTIONS**

Presented by County Manager, Johanna Berg. Discussion can be found on archived video.

## **OUTSIDE BOARD AND COMMITTEE REPORTS**

Discussion can be found on archived video.

**BOARD CHAIR UPDATE**

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

**ADJOURNMENT**

Chair Martinson declared the meeting adjourned at 10:11 a.m.





# Board of Commissioners

## Request for Board Action

15 West Kellogg Blvd.  
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**Item Number:** 2024-041

**Meeting Date:** 4/2/2024

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**Sponsor:** County Manager's Office

**Title**

Proclamation: Autism Awareness Month

**Attachments**

1. Proclamation

# Proclamation

WHEREAS, Autism Spectrum Disorder (ASD) is a developmental disability that affects a significant number of individuals globally, impacting communication, social interaction, and behavior; and

WHEREAS, Autism Awareness Month is recognized annually in April, aiming to promote understanding, acceptance, and inclusion of individuals with autism, fostering a society that embraces neurodiversity; and

WHEREAS, Ramsey County acknowledges the importance of creating an environment that celebrates the unique talents and contributions of individuals with autism, and strives to build a community that is inclusive and supportive; and

WHEREAS, Raising awareness about autism helps dispel misconceptions, reduce stigma, and encourage a culture of acceptance, fostering an atmosphere where individuals with autism can thrive; and

WHEREAS, Ramsey County recognizes the significance of collaborating with local organizations, schools, businesses, and the community to promote education, acceptance, and support for individuals with autism and their families; Now, Therefore, Be it,

PROCLAIMED, The Ramsey County Board of Commissioners hereby declares its support for Autism Awareness Month in April 2024, and urges all residents to participate in activities and initiatives that promote understanding, acceptance, and inclusion of individuals with autism; and Be It Further

PROCLAIMED, Ramsey County encourages educational institutions, businesses, and community organizations to engage in activities that raise awareness about autism, provide resources, and create an inclusive environment for individuals with autism.



Trista Martinson, Board Chair, District 3



Nicole Frethem, Commissioner, District 1



Mary Jo McGuire, Commissioner, District 2



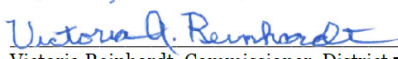
Rena Moran, Commissioner, District 4



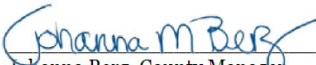
Rafael Ortega, Commissioner, District 5



Mai Chong Xiong, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Johanna Berg, County Manager



# Board of Commissioners

## Request for Board Action

15 West Kellogg Blvd.  
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**Item Number:** 2024-099

**Meeting Date:** 4/2/2024

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**Sponsor:** Public Health

**Title**

Proclamation: National Public Health Week

**Attachments**

1. Proclamation

# Proclamation

WHEREAS, The week of April 1 – April 7, 2024 is National Public Health Week and the 2024 theme is “Protecting, Connecting and Thriving: We Are All Public Health”; and

WHEREAS, The goal of National Public Health Week is to recognize the contributions of public health in improving the health of all people and achieving racial and health equity; and

WHEREAS, Saint Paul – Ramsey County Public Health supports residents and communities all throughout the state of Minnesota and is made up of Administration, Clinical Services, Correctional Health, Emergency Preparedness and Response, Environmental Health, Family Health, Healthy Communities, Recycling and Energy, and WIC divisions; and

WHEREAS, Understanding racism as a public health crisis is fundamental to addressing other vital health outcomes, such as chronic disease prevention, maternal, child and adolescent health, investigating and containing infectious diseases, injury and violence prevention, opioid and substance abuse and environmental justice; and

WHEREAS, Strengthening the public health system and workforce is vital to transforming a system that continues to improve processes, policies and practices focused on awareness, education, outreach, prevention, promoting wellness, providing culturally specific services and including voices from communities most impacted; Now, Therefore, Be It


PROCLAIMED, The Ramsey County Board of Commissioners declares the week of April 1 – April 7, 2024 as Public Health Week in Ramsey County; and Be It Further


PROCLAIMED, The Ramsey County Board of Commissioners recognizes the efforts and impact of Saint Paul – Ramsey County Public Health and its partners in improving the health of our community.

  
Trista Martinson, Board Chair, District 3

  
Mary Jo McGuire, Commissioner, District 2

  
Rafael Ortega, Commissioner, District 5

  
Victoria Reinhardt, Commissioner, District 7

  
Nicole Frethem, Commissioner, District 1

  
Rena Moran, Commissioner, District 4

  
Mai Chong Xiong, Commissioner, District 6

  
Johanna Berg, County Manager

# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-002

**Meeting Date:** 4/2/2024

**Sponsor:** Community & Economic Development

### Title

Appointment of Vice Chair of Rice Creek Commons Joint Development Authority Board

### Recommendation

Appoint Commissioner Nicole Frethem as the Vice Chair of the Rice Creek Commons Joint Development Authority Board from date of appointment through December 31, 2024.

### Background and Rationale

The Rice Creek Commons/Twin Cities Army Ammunition Plant (TCAAP) Joint Development Authority (JDA) Board was created by Joint Powers Agreement (JPA) in 2012. The JDA Board consists of two members from the Arden Hills city council, two members from the Ramsey County Board of Commissioners, and one appointed resident from Arden Hills. On January 2, 2024, the Ramsey County board appointed Nicole Frethem and Victoria Reinhardt to the JDA Board for 2024. The JDA bylaws state that the Vice Chair shall be appointed by the Ramsey County Board from its members on the JDA Board.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

Commissioner Frethem's appointment as the Vice Chair of the Rice Creek Commons JDA Board will enhance Ramsey County's ability to fulfill its vision for the site of a vibrant, inclusive community where all are valued and thrive and to serve our diverse communities.

### Community Participation Level and Impact

The Rice Creek Commons JDA meets approximately monthly and community input is taken at every meeting.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

There is no fiscal impact from this action.

### Last Previous Action

On January 2, 2024, the Ramsey County board appointed Commissioners Nicole Frethem and Victoria Reinhardt to the Rice Creek Commons/ Twin Cities Army Ammunition Plant (TCAAP) Joint Development Authority (JDA) Board (Resolution B2024-005).

### Attachments

None.

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-096

**Meeting Date:** 4/2/2024

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**Sponsor:** County Attorney's Office

**Title**

Award from Saint Paul & Minnesota Foundation for Restorative Outreach & Support Coordinator

**Recommendation**

1. Ratify the grant application to the Saint Paul & Minnesota Foundation for the Restorative Outreach & Support Coordinator.
2. Accept grant award with Saint Paul & Minnesota Foundation for Restorative Outreach & Support Coordinator for the period of upon execution through December 31, 2025 in the amount of \$130,000.
3. Approve an increase in the personnel complement of the County Attorney's Office by 1.0 Full-Time Equivalent Executive Assistant Unclassified.

**Background and Rationale**

The County Attorney's Office (RCAO) has worked for the past four years with the community and system partners to  [\(Re\)imagine justice for youth <http://www.ramseycounty.us/rjy>](http://www.ramseycounty.us/rjy) referred to RCAO. Through community outreach efforts and from extensive data analysis from research partners, RCAO has learned that the justice system has not served Black or Indigenous young people well, which is why RCAO is working intentionally with impacted communities to build capacity for people with lived experience to improve service to the community. RCAO is only two and a half years into our implementation, as of January 2024, and RCAO continues to evaluate and evolve based on what we learn.

At the center of the (Re)Imagining Justice for Youth transformation is the collaborative review process, which includes community, county attorney and public defender representatives as part of a Collaborative Review Team (CRT), who are jointly reviewing cases and determining how best to respond to young people referred to RCAO. In order for the CRT to make informed decisions about how best to respond, they need input from the people directly impacted - the parent/caregiver/s of the young person who caused the harm and anyone who was directly harmed (traditionally referred to as the victim/s). RCAO know all parent/caregivers have valuable insight about their young people and they deserve to be engaged from the beginning and afforded the opportunity to provide input, as well as throughout the process, to let them personally know how RCAO has decided to respond and why.

In addition, the traditional system lacks the resources to provide advocacy and support to victims unless and until a case is charged. Because RCAO is trying to decrease the collateral consequences that follow justice involvement and hamper young people's success as they attempt to transition to self-sufficiency (get their own apartment, job, education loans, etc.), RCAO is intentionally providing youth more opportunities to resolve cases without a charge. That can have an unintended consequence to victims because they have experienced harm as a result of the incident, and they deserve support regardless of whether a case is charged. RCAO wants to do better by victims by having dedicated staff reach out to them on every case that is not declined to get their perspective to inform RCAO's decision-making and connect them to resources and support as soon as possible after the traumatic incident.

To get good input from those closest to the incident, better partner with parent/caregivers, and improve our

responsiveness and service to people who have been harmed by crime, RCAO needs dedicated staff to personally engage and connect people to supportive resources in the community, building relationships and fostering trust. To accomplish this, the County Attorney will hire a new 1.0 Full-time Equivalent position based on receiving the Saint Paul & Minnesota Foundation’s award and the County Attorney’s budget to pay for two years of salary costs for a Restorative Outreach & Support Coordinator, which for a position at this level, will cost around \$80,000/year, plus benefits.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

As referenced above, the vast majority of young people referred to RCAO for delinquent behavior are youth of color. While there are significant decreases in the numbers of young people referred to RCAO over the past few years, racial disparities have increased overall, with recent data showing around 90% of young people referred are youth of color. RCAO’s actions in the legal system and how RCAO chooses to respond have a significant, disproportionate, and oftentimes long-lasting impact on the lives of those young people. In the traditional adversarial system, RCAO receives very little information outside of the police report, which documents the alleged incident, with which to make decisions. Youth development research demonstrates that meeting needs will change behavior, so RCAO with our justice system partners need to do a better job surfacing and meeting needs of young people to help them succeed and prevent further harmful behavior in our community. That starts with engaging the parent/caregivers to inform our decision-making. It also includes engaging any people directly impacted by the incident to get their input, give them options to participate in repairing the harm and help them heal. RCAO know people harmed (traditionally referred to as victims) are also disproportionately people of color. Humanizing this process requires dedicated staff to personally connect with people who have been impacted throughout the decision-making, response, and conclusion of the process.

**Community Participation Level and Impact**

RCAO’s initiative to (re)imagine justice for youth is a collaborative effort among the public defender’s office, RCAO, impacted community members, research/youth development and other system partners. RCAO collectively developed this vision to collaboratively review cases, make decisions, and connect more young people to community-based accountability to repair harm, surface needs, and engage in community resources. RCAO is focused on continuous improvement as RCAO collectively guides and shepherds this effort.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The Saint Paul & Minnesota Foundation grant award as well as using salary savings from the County Attorney Office’s budget will fund the requested 1.0 Full-time Equivalent position in 2024 and 2025. Acceptance of this grant will require the establishment of a revenue and expenditure budget in the 2024 budget.

**Last Previous Action**

None.

**Attachments**

None.

# Board of Commissioners

## Request for Board Action

Item Number: 2024-124

Meeting Date: 4/2/2024

**Sponsor:** County Attorney's Office

### Title

Intergovernmental Mobility Agreement with the City of Saint Paul Police Department

### Recommendation

1. Approve the Intergovernmental Mobility Agreement with the city of Saint Paul Police Department for the assignment of Michael DeTomaso to the County Attorney's Office on a cost reimbursement basis to be effective upon execution through December 31, 2024.
2. Authorize the Chair and Chief Clerk to execute the Intergovernmental Mobility Agreement.
3. Authorize the County Manager to approve and execute amendments to renew the terms of the agreements for additional one-year periods, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

### Background and Rationale

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

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

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

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

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

### Community Participation Level and Impact

There is no community engagement with this board action.

Inform       Consult       Involve       Collaborate       Empower



**Fiscal Impact**

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

**Last Previous Action**

None.

**Attachments**

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

**AGREEMENT**  
**Between**  
**RAMSEY COUNTY,**  
**RAMSEY COUNTY ATTORNEY’S OFFICE**  
**And**  
**CITY OF SAINT PAUL**  
**POLICE DEPARTMENT**

This intergovernmental mobility agreement (Agreement) is hereby entered into by and between the County of Ramsey acting through the Ramsey County Attorney’s Office (hereinafter “RCAO”) and the City of Saint Paul, Police Department (hereinafter “City”).

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

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

WHEREAS, the parties agree that DeTomaso be granted an intergovernmental mobility assignment from the City to the Ramsey County Attorney’s Office to assume duties as assigned.

WHEREAS, this agreement is authorized by and subject to Minnesota Statutes sections 15.51 – 15.59 (inclusive) and section 471.59 et. seq.

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

1. Effective April 1, 2024, or as soon thereafter as approved by the parties hereto, Mike DeTomaso will perform his intergovernmental mobility assignment from the City to the RCAO through December 31, 2024.
2. As DeTomaso serves at the pleasure of the Ramsey County Attorney, this Agreement may be terminated without notice and with or without cause at any time by the RCAO. The Agreement may also be terminated with or without cause at any time by DeTomaso or the City with thirty (30) days written notice. While working at the Ramsey County Attorney’s Office, DeTomaso will work under the direction and control of First Assistant Ramsey County Attorney John Kelly.
3. The RCAO shall reimburse DeTomaso for all expenses incurred which relate to his duties pursuant and subject to the applicable expense reimbursement policies of RCAO.
4. During the life of this Agreement, DeTomaso remains a regular employee of the City and continues to accrue and retain benefits, seniority, compensation and allowances from the City in accordance with any current and subsequently approved City administrative procedures and/or policies, including any increases in compensation or allowance that may occur during the effective dates of this mobility agreement for which DeTomaso could be eligible. DeTomaso will comply with all City procedures related to receipt of allowances or use of sick/vacation time which will be coded with corresponding entries on his City of Saint Paul timesheets and deducted from his City payroll balances for same. Total compensation under this Agreement for DeTomaso’s services shall be reflected in the City’s non-represented manager’s salary schedule and will include the cost of all fringe benefits or overtime, if appropriate.
5. All of DeTomaso’s City compensation will be subject to the Police and Fire Fund of the Public Employee Retirement Association of Minnesota with regular contributions from the City and DeTomaso.

Agreement - Ramsey County Attorney's Office/Saint Paul Police Department

Mike DeTomaso

Page 2

- 6. Mike DeTomaso will remain an active licensed peace officer on the City roster subject to Peace Officers Standards and Training Board ("POST") continuing education requirements. DeTomaso may attend in-service training provided by the City or other training as directed by the City, but is required to keep his POST license current.
- 7. During the term of this Agreement, the RCAO shall, upon receipt of an invoice in proper form, reimburse the City quarterly, or as otherwise agreed, for all compensation and related fringe benefit costs, including worker compensation costs resulting from injuries that occur or are aggravated during his scope of employment in RCAO, as outlined or as subsequently increased, paid to or on behalf of DeTomaso from the City as described in Paragraph 4 and 5 above except for training or uniform allowances.
- 8. Each party is responsible for its own acts and conduct and the results thereof. The City and RCAO's liability is governed by the Municipal Tort Claims Act, Minnesota Statutes 466.02. Although the supervision of DeTomaso's duties will rest exclusively with the Ramsey County Attorney's Office, it is agreed that he is not a RCAO employee and is not entitled to any benefits from Ramsey County or the RCAO, including but not limited to, unemployment benefits, pension, sick and vacation leave, death and medical benefits except as provided in Minn. Stat. 15.56, Subd. 4.
- 9. Nothing in this Agreement, express or implied, is or shall be construed to be an offer or promise of permanent or other employment for DeTomaso with Ramsey County or RCAO.
- 10. The City cannot guarantee that DeTomaso will have the ability to return to his Police Department position upon termination of this agreement.

**CITY OF SAINT PAUL**

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

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

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

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

\_\_\_\_\_  
 Gail Langfield, City Attorney              Date  
 Approved as to Form

\_\_\_\_\_  
 Mike DeTomaso                              Date



Item Number: 2024-085

Meeting Date: 4/2/2024

**Sponsor:** Social Services

### Title

Funding Allocation from the Minnesota Department of Human Services for Family First Prevention Services

### Recommendation

1. Accept the funding allocation from the Minnesota Department of Human Services for the Family First Prevention Services in the amount of \$592,546.
2. Authorize the County Manager to enter into agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of allocation funding.

### Background and Rationale

On January 18, 2024 the Minnesota Department of Human Services (DHS) announced additional funding that would be released to counties to support families and provide prevention services. The funds can support families to avoid entry into the child welfare system, prevent further involvement in the child welfare system and to support family preservation.

Ramsey County will use funds to support training for staff in preventative interventions, provide direct concrete supports to families, provide support to child welfare programs that show decreased need for out of home placements and to support families in avoiding the child welfare system all together. Traditional the Children and Family Services Division of Social Services has tried to support families by supporting informal family arrangements and supporting preventative services. An additional funding source set aside to provide this resource to families will further support this effort to help avoid out of home placements which has been shown to disproportionately affect families of color in Ramsey County.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

Ramsey County continues to make efforts to decrease out of home placements. Community engagement efforts and increasing education and information about our preventative services are ways we attempt to avoid late end services such as out of home placements. Out of home placements disproportionately effect families of color. These funds will be used to prevent deep end child protective services such as out of home placements, child protection case management, and increase access preventative services.

### Community Participation Level and Impact

DHS has provided each county with an allocation to provide preventative services to families within Ramsey County.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

Children and Family Services Division of Social Services has submitted a plan to DHS that was approved for 2024. Eligible expenses for these funds include additional support to prevention services offered that have

shown to decrease or delay the need for families to experience out of home placement, support to families who utilize informal family arrangements, support for staff to have training in motivational interviewing and other preventative and culturally specific training opportunities and supports to families to avoid any other issues that may have led to child welfare involvement. As this is a new initiative these funds were not budgeted in the 2024-2025 budget.

**Last Previous Action**

None.

**Attachments**

1. Family First Prevention Services Act Plan

# FFPSA Allocation Agency Plan

## Agency contact information

AGENCY NAME Ramsey County	CONTACT NAME Falon Huynh
CONTACT EMAIL ADDRESS falon.huynh@co.ramsey.mn.us	CONTACT PHONE NUMBER 651-788-2733

## Budget information

Identify the service/program/staff funds are being allocated towards. *Note: A county or a Tribe must use at least ten percent of the allocation to provide services and supports directly to families.*

SERVICE/PROGRAM Assistance with basic needs to ensure families can avoid deep end CW intervention or to support reunification	x
DESCRIPTION Assistance with rent, furniture, services, or any other basic needs to ensure families can remain in a safe and healthy home environment to avoid further CW interventions or to ensure children are returning to a safe and healthy home environment.	
APPROXIMATE PERCENTAGE OF FUNDS DIRECTED TO THIS SERVICE/PROGRAM 20%	
HOW WILL DIVERSITY/EQUITY/INCLUSION BE PRIORITIZED IN THIS WORK Requests for assistance are staffed in group supervision, management also reviews large requests. Combined Unit model is utilized in Ramsey County, this allows for more open communication of such request and helps minimize any individual bias in decision making across the division.	

SERVICE/PROGRAM Assistance with basic needs to relatives or kin (as identified by families) for informal arrangements to support prevent	x
DESCRIPTION Support for informal family arrangements to avoid further child welfare interventions. Requests can include rent, furniture, food, emergency child care, personal items, medications, transportation or services to support family to have success in caring for children and avoid any deeper end CW interventions.	
APPROXIMATE PERCENTAGE OF FUNDS DIRECTED TO THIS SERVICE/PROGRAM 20%	
HOW WILL DIVERSITY/EQUITY/INCLUSION BE PRIORITIZED IN THIS WORK Requests for assistance are staffed in group supervision, management also reviews large requests. Combined Unit model is utilized in Ramsey County, this allows for more open communication of such request and helps minimize any individual bias in decision making for families.	

<p>SERVICE/PROGRAM</p> <p>Training for staff, community providers, and families within Ramsey County</p>	x
<p>DESCRIPTION</p> <p>Training to include Motivational Interviewing for staff, Prevention Training for Providers and staff, Dr. Patton 2 trainings to explores history of corporal punishment and how this can negatively impact families and biologically change the brain, Culturally Specific Program trainings that can help understand diverse cultures within Ramsey Cultures and help increase community engagement within different cultures within Ramsey County to increase relationships within these communities. This in turn will help to build rapport and decrease late entrance to programming by having quicker outreach for front end interventions.</p>	
<p>APPROXIMATE PERCENTAGE OF FUNDS DIRECTED TO THIS SERVICE/PROGRAM</p> <p>15%</p>	
<p>HOW WILL DIVERSITY/EQUITY/INCLUSION BE PRIORITIZED IN THIS WORK</p> <p>Ramsey County will work to provide trainings to staff that are Culturally specific and from those within the community that have lived experience from the communities most impacted by CW systems. They will also ensure that staff are offered trainings on multiple occasions over differing schedules. Trainings will be offered a variety of ways to cater to multiple learning styles to be inclusive. These trainings will also be offered in community to community members, and to community partners as well.</p>	

<p>SERVICE/PROGRAM</p> <p>Support for non-custodial parents</p>	x
<p>DESCRIPTION</p> <p>Material and service supports for non-custodial parents</p>	
<p>APPROXIMATE PERCENTAGE OF FUNDS DIRECTED TO THIS SERVICE/PROGRAM</p> <p>15%</p>	
<p>HOW WILL DIVERSITY/EQUITY/INCLUSION BE PRIORITIZED IN THIS WORK</p> <p>Requests for assistance are staffed in group supervision, management also reviews large requests. Combined Unit model is utilized in Ramsey County, this allows for more open communication of such request and helps minimize any individual bias.</p>	

<p>SERVICE/PROGRAM</p> <p>Child Welfare Prevention</p>	x
<p>DESCRIPTION</p> <p>Direct services to families to avoid any entrance into CW programs in Ramsey County. Support for informal family arrangements to avoid further child welfare interventions. Requests can include rent, furniture, or services to support families in communities. Referrals could from entities such as other Ramsey County programs or other partners such as the school system, community collaboratives, and other community agencies.</p>	
<p>APPROXIMATE PERCENTAGE OF FUNDS DIRECTED TO THIS SERVICE/PROGRAM</p> <p>15%</p>	
<p>HOW WILL DIVERSITY/EQUITY/INCLUSION BE PRIORITIZED IN THIS WORK</p> <p>Requests for assistance from community entities will be reviewed by the management team. Reviewing requests in a team model ensure open communication and help to limit individual bias.</p>	



SERVICE/PROGRAM Prevention Staffing Case Aid 1 FTE	✕
DESCRIPTION Support new model of CW Prevention TCM-Support case aid to manage and assign cases into PSOP programming. This staff will help identify eligibility to prevention programming. This staff will keep families engaged in wait list until programming is available. This staff can support and request flexible funding as well if needed. This staff will support families who often may disengage if waiting to long for voluntary services. This staff will be assigned full time to support in getting families set up in SSIS to effectively receive prevention services.	
APPROXIMATE PERCENTAGE OF FUNDS DIRECTED TO THIS SERVICE/PROGRAM 15%	
HOW WILL DIVERSITY/EQUITY/INCLUSION BE PRIORITIZED IN THIS WORK Families may elect to refer themselves to this programming or maybe referred into this programming. They may stay in house or may choose to work with a contracted agency.	

[Add service or program](#)

### Assurances

**What procedures are in place to ensure that program funds are being used appropriately, as directed in law?**

Check all that apply.

- Budget control procedures for approving expenditures
- Cash management procedures for ensuring program income is used for permitted activities
- Implement internal policies regarding use of funds
- Other

DESCRIBE  
Ramsey County will follow policies for tracking and ensuring appropriate oversight of funds. Ramsey County utilizes a system to manage money going to families. Ramsey county also has procedures in place when making purchases for programming such as training opportunities.

**What procedures are in place to ensure program policies are followed and applied accurately?**

Check all that apply.

- Case consultation
- Sample case review by workers
- Sample case review by supervisors
- Other

DESCRIBE  
Case review will include manager, supervisor, and other team members, these happen in real time when family needs are identified. Quarterly meetings will include managers, planners and accounting team to ensure funds are being utilized appropriately (quarterly).

It is understood and agreed by the agency that:

- Funds granted pursuant to this service agreement will be expended solely for the purposes outlined in Minnesota Statutes, section 260.014 and as outlined in the FFPSA Allocation bulletin;
- This agency plan be updated when new programs/services/activities are added;
- Reporting for use of funds occur as directed by the department outlined in the FFPSA Allocation bulletin;
- At least 10 percent of the funds must be allocated to provide services and supports directly to families; and

- The allocation is funded with state funds and paid quarterly to agencies who adhere to these assurances.

By checking here, I agree to the assurance statement above.

By checking "I agree" and typing my name in the "Electronic Signature" field, I understand that I am electronically signing this form. I attest and certify that the information provided above is true and accurate. I understand that my electronic signature has the same legal effect and can be enforced in the same way as a handwritten signature. (MN Stat. §325L.07)

<input checked="" type="checkbox"/> I agree	ELECTRONIC SIGNATURE OF AGENCY (type name) Windy Ross	DATE 3/12/2024
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### DHS staff approval

By checking "I agree" and typing my name in the "Electronic Signature" field, I understand that I am electronically signing this form. I attest and certify that the information provided above is true and accurate. I understand that my electronic signature has the same legal effect and can be enforced in the same way as a handwritten signature. (MN Stat. §325L.07)

<input checked="" type="checkbox"/> I agree	ELECTRONIC SIGNATURE OF DHS (type name) Sarah Barth	DATE 3/15/2024
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Item Number: 2024-110

Meeting Date: 4/2/2024

**Sponsor:** Finance

### Title

Joint Powers Agreement with the State of Minnesota for Disparity Study

### Recommendation

1. Approve the Joint Powers Agreement with the Minnesota Department of Administration, 200 Administration Building, 50 Sherburne Avenue, Saint Paul, MN 55155, for participation in the disparity study upon execution and ending January 31, 2026.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

### Background and Rationale

In 2023, the Ramsey County Board allocated \$500,000 to perform a disparity study to address economic disparities and explore opportunities for building wealth in our community. More specifically the disparity study would examine the extent to which minority and women owned businesses are underrepresented in procuring construction, professional services, goods, and other services. The study would also identify potential solutions to address disparities. Since that time, Ramsey County has joined the State Disparity Study with more than 12 other jurisdictions. Typically, a disparity study can take one to two years to complete. There is more information on the State Disparity Study here: <https://mn.gov/admin/disparity-study/purpose/>

The state issued a Request for Proposals in the fall of 2023 and have now chosen a vendor, Keen Independent Research LLC, to conduct the disparity study. Ramsey County is required to enter into a Joint Powers Agreement with the state to be part of the disparity study contract. This action is required by all participating jurisdictions.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

A county-wide disparity study would establish a foundation for analyzing and addressing racial inequities in the Ramsey County economy and potentially allow the county to use more tools to address disparities within its procurement processes.

### Community Participation Level and Impact

Public hearings and additional community engagement will be part of the disparity study process. More detail on this process will be shared as the study progresses.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

In April 2023, the Ramsey County Board approved the use of \$500,000 of the General Fund fund balance for researching county-wide disparities. The cost for Ramsey County to participate in the state of Minnesota disparity study is \$37,440. The original allocation will be sufficient to cover this cost plus any additional cost to get the data needed and all remaining funds will be closed back to the General Fund.

**Last Previous Action**

On April 11, 2023, the Ramsey County Board approved Funding for Critical Needs Requests (Resolution B2023-057).

**Attachments**

1. Joint Powers Agreement



# State of Minnesota

## Joint Powers Agreement

SWIFT Contract Number: \_\_\_\_\_

This agreement is between the State of Minnesota, acting through its Commissioner of Administration ("State") and Ramsey County ("Governmental Unit").

### Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of a disparity study and is seeking to partner with Governmental Unit in conducting a joint disparity study.

### Agreement

#### 1. Term of Agreement

- 1.1 Effective Date: February 1, 2024, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: January 31, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Agreement between the Parties

- 2.1 *Governmental Units*. Includes the Metropolitan Council, the Metropolitan Airports Commission, the Metropolitan Mosquito Control District, the University of Minnesota, Minnesota State Colleges and Universities, the City of Saint Paul, the City of Minneapolis, the City of Rochester, Hennepin County, Ramsey County, Saint Paul Public Schools, Hennepin Healthcare System, and the City of Bloomington. The State reserves the right to remove from and add to the list of participating governmental units. In the singular, Governmental Unit is defined as set forth in the Preamble.
- 2.2 *Joint Disparity Study*. The disparity study conducted by the State of Minnesota on behalf of itself and Governmental Units.
- 2.3 *Prime Contractor*. The contractor selected by the State and Governmental Units and which the State of Minnesota has contracted to perform the Joint Disparity Study.
- 2.4 *State Contract*. The State's contract with the Prime Contractor to perform the Joint Disparity Study, including all exhibits, attachments, and amendments thereto.

#### 3. Obligations of the Parties

- 3.1 The State shall enter into a State Contract to perform a Joint Disparity Study.

- 3.2 Neither party shall charge or invoice the other for costs related to its obligations under the terms of this Agreement.
- 3.3 The Joint Disparity Study will include the State of Minnesota and its Department of Transportation, and all Governmental Units.
- 3.4 State shall provide project and contract management for the Joint Disparity Study pursuant to the terms of the State Contract.
- 3.5 State will provide periodic updates to Governmental Units related to Prime Contractor's progress and completion of deliverables under the State Contract.
- 3.6 Governmental Unit shall participate in the Joint Disparity Study, cooperate with the requests of the Prime Contractor related to the Governmental Unit, and assign an Authorized Representative as its primary point of contact.
- 3.7 Governmental Unit shall be entitled to the deliverables set forth in the State Contract that apply to the Governmental Unit, and shall comply with the requirements set forth in the State Contract applicable to the Governmental Unit.
- 3.8 Governmental Unit shall work with Prime Contractor and State to establish a Governmental Unit specific work plan and timeline.
- 3.9 Should Governmental Unit seek changes to the scope set forth in State Contract, Governmental Unit shall work with State to document those changes and execute an amendment with Prime Contractor. Governmental Units shall be responsible for all additional Prime Contractor relates costs associated with the change to scope.
- 3.10 State Contract will expressly identify the Governmental Unit as an Intended Third Party Beneficiary. State intends that Governmental Unit will have standing to enforce the applicable provisions in the State Contract.

#### **4. Payment**

- 4.1 Governmental Unit shall contribute to the Joint Disparity Study the total amount of \$37,440.00; with \$18,720.00 due to the State within 30 days of execution of this agreement, and the remaining \$18,720.00 due to the State by June 30, 2024, unless otherwise agreed to by the parties in writing.
- 4.2 State will maintain an accounting of all funds paid to Prime Contractor, and will provide that accounting to Governmental Units upon request, but no more frequently than every 90 days.
- 4.3 In the event that funds remain at the conclusion of the State Contract, or in the event that the Prime Contractor fails to perform all obligations set forth in the State Contract, State will refund Governmental Unit any unspent funds on a pro-rata basis.
- 4.4 State intends to expend all of the funding prior to June 30, 2025.

The total obligation of the Governmental Unit under this Agreement will not exceed \$37,440.00.

## 5. Authorized Representatives

The State's Authorized Representative is Igbal Mohammed, Office of Equity in Procurement Manager, [Igbal.Mohammed@state.mn.us](mailto:Igbal.Mohammed@state.mn.us), 651-201-2421, or his/her successor.

The Governmental Unit's Authorized Representative is Alexandra (Alex) Kotze, Chief Financial Officer, [Alexandra.Kotze@CO.RAMSEY.MN.US](mailto:Alexandra.Kotze@CO.RAMSEY.MN.US), 651-266-8040, or her successor.

## 6. Assignment, Amendments, Waiver, and Contract Complete.

- 6.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 6.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 6.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 6.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 7. Indemnification.

Each party will be responsible for its own acts and behavior and the results thereof. The liability of each party is as set out in Minnesota Statutes and subject to the limitations therein.

## 8. State Audits.

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

## 9. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

**10. Venue**

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

**11. Termination**

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

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

**12. Intellectual Property Rights**

12.1 Each party retains all rights, title, and interest in its own pre-existing intellectual property and data, and all derivatives thereof.

[Remainder of page intentionally left blank. Signature page to follow.]



**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: \_\_\_\_\_

Signature: N/A \_\_\_\_\_

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

SWIFT Contract No. \_\_\_\_\_

**2. RAMSEY COUNTY**

Print Name: Trista Martinson \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Ramsey County Board Chair Date: \_\_\_\_\_

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

Title: Chief Financial Officer, Alexandra Kotze \_\_\_\_\_

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

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

Title: Ramsey County Chief Clerk, Mee Cheng \_\_\_\_\_

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

Approved as to form:

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

Title: Assistant County Attorney \_\_\_\_\_

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

**3. State Agency**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Admin ID: \_\_\_\_\_