



# Board of Commissioners

## Agenda

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

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**December 1, 2020 - 9 a.m.**

**Council Chambers - Courthouse Room 300**

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Pursuant to Minn. Stat. § 13D.021 and 13D.04 Subd. 3, the Chair of the Ramsey County Board of Commissioners has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic and the declared state and local emergencies. Commissioners will participate by telephone or other electronic means. In addition, it may not be feasible to have any commissioner, staff, or members of the public present at the regular meeting location due to the COVID-19 pandemic and the declared emergencies. The meeting broadcast will be available online and linked via [ramseycounty.us/boardmeetings](http://ramseycounty.us/boardmeetings). Members of the public and the media will be able to watch the public meeting live online.

### ROLL CALL

### PLEDGE OF ALLEGIANCE

1. **Agenda of December 1, 2020 is Presented for Approval.** [2020-469](#)

Sponsors: County Manager's Office

Approve the agenda of December 1, 2020.

2. **Minutes from November 24, 2020 are Presented for Approval** [2020-477](#)

Sponsors: County Manager's Office

Approve the November 24, 2020 Minutes.

### COVID UPDATE

### ADMINISTRATIVE ITEMS

3. **Two-Year Extension of Selected Social Services and Financial Assistance Services Contracts** [2020-426](#)

Sponsors: Health and Wellness Administration, Financial Assistance Services and Social

1. Approve a two-year extension of selected Social Services and Financial Assistance Services contracts as listed in the Background through December 31, 2022.

2. Authorize the County Manager to approve and execute amendments to renew the term of the selected contracts for an additional two-year period ending December 31, 2022, with all other terms and conditions remaining the same, in a form approved by the County Attorney's office.

4. **Lake Owasso Residence Application for Day Training and Habilitation** [2020-538](#)

**Services License**

Sponsors: Social Services

Approve application for Day Training and Habilitation Services License.

**5. Amendment to the Agreement with Northeast Youth and Family Services [2020-536](#)**

Sponsors: County Attorney's Office

1. Approve the amendment to the Agreement with Northeast Youth and Family Services for diversion services to increase the not-to-exceed amount of the contract to \$380,000 from \$350,000 with all other terms and conditions remaining the same.
2. Authorize the Chair and Chief Clerk to execute the amendment.

**6. Agreements with Cities and Independent School District 621 for Voting Equipment and Elections Services [2020-504](#)**

Sponsors: Information and Public Records Administration

1. Approve agreements with the cities of Arden Hills, Gem Lake, Little Canada, Mounds View, North Oaks, White Bear Lake (Ramsey County portion), White Bear Township and Mounds View Independent School District 621 for the use of voting systems from the date of final execution by all parties through December 31, 2026.
2. Authorize the Chair and Chief Clerk to execute the agreements.
3. Authorize the County Manager to approve and execute amendments and change orders to the agreement in accordance with the provisions of the agreement and all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

**7. Compensation Rate for Election Judges [2020-537](#)**

Sponsors: Property Tax and Records Election Services

1. Rescind the compensation schedule for election judges authorized by the County Board in Resolution B2016-283.
2. Establish hourly compensation rates for election judge, effective January 1, 2021:
  - i. Absentee ballot board judges \$22.00 per hour
  - ii. Voting system judges \$22.00 per hour
  - iii. Area logistics judges \$20.00 per hour
  - iv. Head judges \$20.00 per hour
  - v. Assistant head judges \$18.00 per hour
  - vi. Precinct & Student judges \$16.00 per hour

**8. Waiver of Variable Pass-Through for the Minnesota Byrne Justice Assistance Grants Criminal and Juvenile Justice Intervention Grant Program [2020-564](#)**

Sponsors: Safety and Justice

1. Approve the Waiver of Variable Pass-Through for the Minnesota Byrne Justice Assistance Grants Criminal and Juvenile Justice Intervention Grant Program in support of the Tubman organization.
2. Authorize the Board Chair and the Chief Clerk to sign the Waiver of Variable Pass-Through for the Minnesota Byrne Justice Assistance Grants Criminal and Juvenile Justice

Intervention Grant Program.

## ORDINANCE PROCEDURES

**9. 2021 Solid Waste Facility Bond Ordinance** [2020-570](#)

Sponsors: Finance

Approve the 2021 Solid Waste Facility Bond Ordinance, which sets forth a procedure for issuance of the bonds.

**10. 2021 Capital Improvement Program Bond Ordinance** [2020-571](#)

Sponsors: Finance

Approve the 2021 Capital Improvement Program Bond Ordinance, which sets forth a procedure for issuance of the bonds.

**11. Proposed Housing Stability Department Ordinance - Waive the First Reading** [2020-559](#)

Sponsors: County Manager's Office

Waive the First Reading of the proposed Housing Stability Department Ordinance.

**12. Proposed Housing Stability Department Ordinance - Set the Public Hearing Date** [2020-563](#)

Sponsors: County Manager's Office

Set the date and time for the Public Hearing regarding the proposed Housing Stability Department Ordinance for December 22, 2020, at 9:00 a.m., or as soon as possible thereafter, in the Council Chambers of the Ramsey County Court House, for the purpose of taking public comments.

## COUNTY CONNECTIONS

### BOARD CHAIR UPDATE

### OUTSIDE BOARD AND COMMITTEE REPORTS

### ADJOURNMENT

Following County Board Meeting:

Housing and Redevelopment Authority Meeting - Council Chambers – Courthouse Room 300

Legislative Committee of the Whole Meeting - Council Chambers – Courthouse Room 300

10:45 a.m. estimated - Closed Meeting **\*\*CLOSED TO PUBLIC\*\*** - Re: Gagara v. Ramsey County, et al.

1:30 p.m. - County Board Workshop - Talent Attraction Retention Promotion: Strategic Priority Update – virtual meeting (public access to view this virtual workshop live is available in the County Manager's Office - 250 Courthouse, 15 W. Kellogg Blvd. W, St. Paul)

Advance Notice:

December 8, 2020 No county board meeting

December 15, 2020 County board meeting – Council Chambers

December 22, 2020 County Board Meeting – Council Chambers

December 29, 2020 No county board meeting – Council Chambers





# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2020-469

**Meeting Date:** 12/1/2020

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**Sponsor:** County Manager's Office

**Title**

Agenda of December 1, 2020 is Presented for Approval.

**Recommendation**

Approve the agenda of December 1, 2020.



# Board of Commissioners

## Request for Board Action

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

---

**Item Number:** 2020-477

**Meeting Date:** 12/1/2020

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**Sponsor:** County Manager's Office

**Title**

Minutes from November 24, 2020 are Presented for Approval

**Recommendation**

Approve the November 24, 2020 Minutes.

**Attachments**

1.November 24, 2020 Minutes

# Board of Commissioners

## Minutes

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November 24, 2020 - 9 a.m.

Council Chambers - Courthouse Room 300

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The Ramsey County Board of Commissioners met in regular session at 9:00 a.m. with the following members present: Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt, and Chair Carter. Also present were Ryan O'Connor, County Manager, and John Kelly, First Assistant County Attorney.

### ROLL CALL

Present: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

### PLEDGE OF ALLEGIANCE

1. Agenda of November 24, 2020 is Presented for Approval. [2020-467](#)

Sponsors: County Manager's Office

Chair Carter requested the agenda be amended to postpone Item # 3 'Public Hearing for Unmanned Aerial Vehicles' to a date yet to be determined. The new date of the public hearing will be publicly noticed.

Motion by MatasCastillo, seconded by Frethem. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

2. Minutes from November 17, 2020 are Presented for Approval [2020-476](#)

Sponsors: County Manager's Office

Motion by McDonough, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

### PUBLIC HEARING

3. Public Hearing for Unmanned Aerial Vehicles (*Item will likely be tabled to a future date*) [2020-515](#)

Sponsors: Sheriff's Office

This item was postponed.

### INFORMATION

4. COVID Information [2020-543](#)

Sponsors: County Manager's Office

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

**ADMINISTRATIVE ITEMS**

5. Agreement for 633-EASY Hotline Answering Services [2020-519](#)

Sponsors: Public Health

Motion by Reinhardt, seconded by MatasCastillo. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2020-234](#)

6. Certification of Property Assessed Clean Energy (PACE) Charges for Energy Improvements [2020-516](#)

Sponsors: Community & Economic Development

Motion by Reinhardt, seconded by MatasCastillo. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2020-235](#)

7. Alignment of Wilder Square Apartments Project with Conduit Bond for Affordable Housing Policy [2020-527](#)

Sponsors: Community & Economic Development

Motion by Reinhardt, seconded by MatasCastillo. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2020-236](#)

8. September 2020 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments [2020-517](#)

Sponsors: Finance

Motion by Reinhardt, seconded by MatasCastillo. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2020-237](#)

**POLICY ITEMS**

9. Update on the New Continuum of Care [2020-524](#)

Sponsors: Economic Growth and Community Investment

The item was introduced by Johanna Berg, Deputy County Manager - Economic Growth and Community Investment Service Team. Presented by Mary Kay Bailey, Principal, MK Bailey Consulting, and Ellen Watters, Principal, Ellen Watters Consulting, Inc. Discussion can be found on archived video.

10. Lake Owasso Residence Application for Day Training and Habilitation Services License [2020-520](#)

Sponsors: Social Services

Introduced by County Manager Ryan O'Connor, and presented by Anne Barry, Director of

Social Services. Discussion can be found on archived video.

**COUNTY CONNECTIONS**

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

**BOARD CHAIR UPDATE**

Discussion can be found on archived video.

**OUTSIDE BOARD AND COMMITTEE REPORTS**

Discussion can be found on archived video.

**ADJOURNMENT**

Chair Carter declared the meeting adjourned at 11:20 a.m.

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2020-426

**Meeting Date:** 12/1/2020

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**Sponsor:** Health and Wellness Administrative Division

**Title**

Two-Year Extension of Selected Social Services and Financial Assistance Services Contracts

**Recommendation**

1. Approve a two-year extension of selected Social Services and Financial Assistance Services contracts as listed in the Background through December 31, 2022.
2. Authorize the County Manager to approve and execute amendments to renew the term of the selected contracts for an additional two-year period ending December 31, 2022, with all other terms and conditions remaining the same, in a form approved by the County Attorney's office.

**Background**

The Health & Wellness Administrative Division, Social Services Department, and Financial Assistance Departments are seeking approval for a one-time extension of selected contracts for an additional two-year period beyond the contract terms as set forth in the specified contracts or the five-year term limit as set forth in the County Administrative Code.

During the ongoing COVID-19 pandemic there has been an unprecedented demand on County staff to procure contracts to provide financial assistance services and social services to residents. Many program, planning, evaluation, and contracting staff have been re-deployed to new positions as a result of COVID-19. The pandemic has also placed additional burden on the staff of our network of community providers and has impacted their ability to respond to routine Requests for Proposals for services from the Social Services and Financial Assistance Services departments.

The two-year contract term extension will allow the Social Services and Financial Assistance Services departments to ensure uninterrupted delivery of services for selected contracts during the COVID-19 pandemic. It will also allow departments to gain additional community input into the design of future service delivery models during the solicitation phase of the procurement process, more fully incorporate community into the evaluation of proposals, and provide an opportunity to engage with community in the delivery of contracted services. The two-year contract term extension will provide an additional opportunity to apply lessons learned from the provision of services delivered during the COVID-19 pandemic.

The following is a list of selected contracts that have been identified for a two-year extension:

**Guardianship/Conservatorship Services** (approximately \$1.2 million annually)

Providers and Contract Numbers:

Thomas Allen, Inc (CHS16THOMAS ALL00224A 18)

Lutheran Social Services (CHS16LUTHERANS002 20A 18)

Original Contract Term: 01/01/16 - 12/31/20

**Description of Services:**

Guardianship/Conservatorship Services are provided to individuals who are indigent and are referred to the Contractor by the County. The primary purpose of the Contractor's services is to provide for the client's care, comfort, and maintenance needs, including food, clothing, shelter, health care, social and recreational requirements, and whenever appropriate, training, education, and habilitation or rehabilitation. The duty of a guardian/conservator is also to take reasonable care of the client's clothing, furniture, vehicles, and other personal effects, and if other property requires protection, to seek appointment as conservator of the client's estate. The guardian/conservator also has the power to give any necessary consent to enable the client to receive necessary medical or other professional care, counsel, treatment or service.

**Attorney Guardianship Services** (approximately \$50,000 annually)

**Providers and Contract Numbers:**

Kufus Law, LLC (CHS16KUFUSLAWLLC 01 18)

Borer and Tomney, PLLC (CHS16BORERTOMNEY 01 18)

Original Contract Term: 01/01/16 - 12/31/20

**Description of Services:**

Attorney guardianship services are provided to indigent individuals who are in need of legal protection and representation. Referrals are made to the attorney by the coordinator of the County's Guardianship Committee when the County has determined that guardianship/conservatorship is appropriate.

**Assertive Community Treatment (ACT) and Forensic Assertive Community Treatment (FACT) Services**

(approximately \$600,000 annually)

**Providers and Contract Numbers:**

Amherst H. Wilder Foundation (CHS16AMHERST003 74A 18)

Guild, Inc. (CHS16GUILDINC 001 11A 18)

Mental Health Resources, Inc. (CHS16MENTAL HEA 002 15A 18)

South Metro Human Services (CHS16SOUTHMETRO 001 25A 18)

South Metro Human Services (CHS16SOUTHMETRO 001 18)

Original Contract Term: 01/01/16 - 12/31/20

**Description of Services:**

Assertive Community Treatment (ACT) services are intensive, evidenced-based, comprehensive, non-residential rehabilitative mental health services. The Forensic Community Treatment (FACT) service is an adaptation of the ACT model designed to transition adults with severe mental illness from correctional facilities into the community. The services strive to stabilize the person's community functioning (relationships, work, everyday living), to shorten the appropriate use of inpatient psychiatric care, and to prevent inappropriate inpatient care, homelessness, and other adverse consequences. The services are provided by multidisciplinary, qualified staff who have the capacity to provide most mental health services necessary to meet the person's needs using a total team approach; directed to persons with thought disorders who require intensive services; and offered on a time-unlimited basis and available 24 hours per day, 7 days per week, 365 days per year. The ACT programs are funded through a 50% Federal match, 25% State funding, and 25% County funding.

**Day Treatment Services** (approximately \$200,000 annually)

**Provider and Contract Number:**

Amherst H. Wilder Foundation (CHS 16 AMHERST002-71C 20)

Original Contract Term: 01/01/16 - 12/31/20

**Description of Services:**

Day Treatment Services are Children's Therapeutic Services and Supports certified children's day treatment services for emotionally disturbed children. The services provide psychotherapy and skills training services as part of a site-based structured mental health treatment program. The services are provided by a multidisciplinary team under the clinical supervision of a licensed mental health professional.

**All Children Excel (ACE) Program Services** (approximately \$225,000 annually)

Provider and Contract Number:

180 Degrees (CHS16180DEGREE 26 20)

Original Contract Term: 01/01/16 - 12/31/20

**Description of Services:**

All Children Excel Program Services provide long-term, intensive, comprehensive and coordinated in-home and community-based case management services for low-income children who have been involved in serious delinquent behavior before the age of 10. The goal is to provide the client and his/her family with the skills and resources needed to prevent further delinquency. Clients may receive services until age 18.

**Homeless Outreach (RUSH) Services** (approximately \$200,000 annually)

Provider and Contract Number:

Catholic Charities (FASD 18-006 CATHOLIC RUSH)

South Metro Human Services (FASD 18-005 RADIUS RUSH)

Original Contract Term: 01/01/19 - 12/31/20

**Description of Services:**

Re-directing Users of Shelter to Housing (RUSH) Homeless Outreach Services utilize shelter outreach workers to identify effective and beneficial strategies to engage long term homeless shelter users in determining the most significant and consistent barriers they face when transitioning from shelter use to stable housing and identify ongoing supports to keep individuals housed.

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

☒ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

**Racial Equity Impact**

Contracted client services help support the County's goal to strengthen individual, family and community health, safety and well-being through effective safety-net services, innovative programming, prevention and early intervention, and environmental stewardship. The contract extension will provide an additional opportunity to design community-centered contracts and allow the further development of a network of culturally responsive providers to meet the needs of residents disproportionately impacted by race.

**Community Participation Level and Impact**

These contracted client services provide essential services to address the needs of residents. The original solicitation and development of several of these contracts had limited involvement from the community when they were completed in 2015. This contract extension will allow for more community participation into the solicitation, evaluation, and contracting phases of future procurements for these client services.

☒ Inform

☒ Consult

☒ Involve

☐ Collaborate

☐ Empower

**Fiscal Impact**

The identified contracted services are included in the Social Services and Financial Assistance Service Department's 2021 Operating Budget. The total approximate annual budget for these services is \$2.5 million.

**County Manager Comments**



County Board approval to exceed five-year limits on contracts is required according to County procurement policies and practices.

This is a one-time exception request due to the impacts of COVID-19 on County operations and that of community-based partners.

**Last Previous Action**

None.

**Attachments**

None.

# Board of Commissioners

## Request for Board Action

**Item Number:** 2020-538

**Meeting Date:** 12/1/2020

**Sponsor:** Social Services

**Title**

Lake Owasso Residence Application for Day Training and Habilitation Services License

**Recommendation**

Approve application for Day Training and Habilitation Services License.

**Background**

Lake Owasso Residence (LOR) is a 64-bed federally licensed Intermediate Care Facility that provides residential care to intellectually disabled adults across the adult age spectrum. LOR is also licensed as a Minnesota Statute 245D service provider. The campus has eight residential houses, each providing eight residents with his or her own bedroom. Currently, the census at LOR is 58 residents.

Intermediate Care Facility residents have the right to work and be supported in that endeavor. Placement in Day Training and Habilitation (DT&H) programs is one option to facilitate the right to work; however, obtaining such placement has become more difficult for some residents in recent years. In 2015 LOR began providing Services During the Day (SSD) under its Intermediate Care Facility license for residents unable to obtain or maintain placement in a traditional DT&H. An average of eight residents has been served in the SSD program over the past two years.

The SSD program was expanded to accommodate all LOR residents when DT&H programs closed during the COVID-19 pandemic. As external programs have begun to reopen, some residents are returning to their previous programs. A small number, however, have opted not to return to outside programs due to their age and/or pre-existing health conditions that increase the risk for serious outcomes from COVID-19 should they be exposed and infected.

LOR seeks approval to apply for a DT&H license to serve residents who are unable to find traditional placement and those who choose not to return to a traditional setting for DT&H services. SSD services currently provided under the Intermediate Care Facility license are reimbursed at a rate that is 25% less than similar services provided by a DT&H program. Thus, LOR will be reimbursed at a higher rate for the services already being provided if a DT&H license is approved, and the higher rate would help cover expenditures already incurred operationally in the provision of services. Providing services would not put LOR in conflict or competition with existing DT&H programs.

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

☒ Well-being

☐ Prosperity

☒ Opportunity

☒ Accountability

**Racial Equity Impact**

The current population of residents at LOR is 8.5% African American, 5% Latino, 1.5% Indigenous and 85% Caucasian. The proposed action will not negatively impact cultural communities that generally experience disparities in other Ramsey County services.

**Community Participation Level and Impact**

The engagement of the families and loved ones of our residents is ongoing and valued as part of the decision-making process. Family members have been involved in conversations about day programming and the need for expanded services at LOR.

☒ Inform      ☒ Consult      ☒ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

This action will increase monthly reimbursement for day programming by 25% for each resident served. In 2021, it is anticipated that the proposed action will offset the total cost to serve 20 residents by about \$109,000.

**County Manager Comments**

The application to the Minnesota Department of Human Services for a license to provide DT&H services requires County Board approval.

**Last Previous Action**

None.

**Attachments**

1.Determination of Need Application for Expansion of DT&H Services

*Day Training and Habilitation (DT&H) Services*

# Determination of Need Application For Expansion of DT&H Services

## Instructions

Lead agencies must use this form when they want to develop new DT&H services or expand, change or increase existing DT&H services for people with developmental disabilities.

For more information on the request process and DHS' legal authority, see the [Day training and habilitation \(DT&H\) services need determination page](#) in the [Community-Based Services Manual \(CBSM\)](#).

**When completed, submit this form and any additional documentation using the “submit” button on page 4.**

## Lead agency information

DATE 8/20/2020	NAME OF LEAD AGENCY Lake Owasso Residence	CONTACT PERSON'S NAME shari.nesja@co.ramsey.mn.us	PHONE (651) 266-0716
CONTACT PERSON'S EMAIL shari.nesja@co.ramsey.mn.us		CITY Shoreview	STATE MN
		ZIP CODE 55126	

## DT&H program information

PROGRAM NAME Lake Owasso		CONTACT PERSON Shari Nesja		PHONE (651) 266-0716
CONTACT PERSON'S EMAIL shari.nesja@co.ramsey.mn.us				FAX NUMBER (651) 765-7722
STREET ADDRESS 210 N. Owasso Blvd.		CITY Shoreview	STATE MN	ZIP CODE 55126
NPI/UMPI NUMBER 1871651521	DHS LICENSE NUMBER 1072975	CORPORATE (PARENT) NAME Ramsey County		

## Request

Based upon the service and support needs identified in the Coordinated Services and Support Plans and Addendums (CSSP and CSSP Addendum), we request to: (check all that apply)

<input checked="" type="checkbox"/>	<b>Develop a new facility-based, DT&amp;H program</b>
IF SO:	<ul style="list-style-type: none"><li>■ Provide a summary of the need for services and supports as identified within the CSSPs and CSSP Addendums</li><li>■ Provide a summary of the proposed services and supports to be provided to people.</li></ul>
<input type="checkbox"/>	<b>Develop a new congregate, community-based, DT&amp;H program</b>
IF SO:	<ul style="list-style-type: none"><li>■ Provide a summary of the needs for services and supports as identified within the CSSPs and the CSSP Addendums</li><li>■ Provide a summary of the proposed services and supports to be provided to people</li></ul>
<input type="checkbox"/>	<b>Develop a new DT&amp;H program satellite facility</b>
IF SO:	<ul style="list-style-type: none"><li>■ Provide a summary of need</li><li>■ Provide the number of people that will be served</li></ul>

**CONTINUED ON NEXT PAGE**

<input type="checkbox"/>	<b>Increase DHS licensed DT&amp;H program facility capacity</b> (e.g., increase the number of people with developmental disabilities who receive DT&H services within the day-service provider's facility)
IF SO	■ Provide a summary of need, the number of people that will be served
<input type="checkbox"/>	<b>Increase the number of service days providing DT&amp;H services</b> (not to exceed 23 days a month)
<input type="checkbox"/>	<b>Change the location of the DT&amp;H service-provider facility/site</b>
IF SO	■ Provide the present and future addresses ■ Provide the increases in primary, usable square footage within the new facility(s) for the purpose of increasing the number of people with developmental disabilities who receive DT&H services.
<input type="checkbox"/>	<b>Change the fundamental DT&amp;H program/services provided to people</b>
IF SO	■ Provide a summary of the proposed services and supports to be provided
<input type="checkbox"/>	<b>Change the DHS license to serve a different age group of people</b>

## Requirements

The lead agency must base the development of new DT&H services or the expansion and modification of existing DT&H services upon service needs identified in the Coordinated Services and Support Plan and Addendum (CSSP and CSSP Addendum) as required by [Minn. Stat. §256B.092, subd. 1b](#).

Do all the people who either currently receive who will receive DT&H services have a current CSSP and CSSP Addendum that meets the statutory requirements?	<input type="radio"/> Yes <input type="radio"/> No
--	--

## Changes

In column A, list the current license conditions. In column B, list any proposed changes. If you do not request a change in column B, write N/A.

CHANGES	COLUMN A (CURRENTLY)	COLUMN B (PROPOSED)
No more than this number of persons can be served on site at any one time.		
Age of persons served (as stated on License)		

## County board comments and approval

Pending
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The county/tribal board supports the need for changes to the programs or services as described in this application and recommends approval of this application.

SIGNATURE OF COUNTY BOARD CHAIRPERSON OR DESIGNATED REPRESENTATIVE	DATE OF COUNTY/TRIBAL BOARD ACTION
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## Additional requirements

Please answer the following items (If the items are not relevant to this application, write N/A).

1. Please describe how the lead agency's proposed DT&H services determination of need request application is related to the service needs identified in the lead agency's:

- A. Community health and human services plan
- B. Community social services administration (CSSA) plan
- C. Lead agency needs determination/gaps analysis reporting
- D. CSSPs and CSSP Addendums for people with developmental disabilities.

Lake Owasso Residence (LOR) is a residential campus style Intermediate Care Facility (ICF) specializing in the service and support of people with intellectual disabilities, behavioral health, mental health, or related conditions. Its focus is to serve individuals who have been unsuccessful in other community-based settings because of challenging behaviors. LOR ensures that supports are available for those with conditions that prohibit them from living in a more independent setting. These individuals require intensive specialized supports, services, and supervision only an ICF can provide. The Ramsey County Social Service Department seeks to strengthen individual and community health, safety, and well-being through effective safety-net services and innovative programming. The LOR population served is aging, as is the case at most ICFs, and the average age of residents at LOR is now 48 years old. Given changes to DT&H guidelines for employment, at least 20% of LOR residents have been unable to obtain paid work at a level that matches their abilities. In addition, the COVID-19 virus has brought an increased risk of adverse health effects with community programming or 42% of LOR residents. Finally, LOR residents have coordinated services and supports plans (CSSP) that indicate attendance at a DT&H program is beneficial for health and wellbeing.

2. If the lead agency's proposed request increases or expands the size and use of DT&H services, describe the home and community-based services and supports that were considered and ruled out as viable alternative options to DT&H services, and why.

N/A

3. Please describe how your lead agency provided information about informed choice and viable/alternative service and support options to DT&H services.

An active treatment program includes the following elements as substantiated through observation, interview and record review, informed choice and review of alternative supports: Each resident's needs and strengths are assessed and relevant input is obtained from team members. Each resident's individual program plan is based on assessed needs and strengths and addresses major life areas such as personal skills, community living skills, and employment skills, etc., essential to increasing independence and ensuring rights. Needs identified as a priority are addressed formally and through activities that are relevant and responsive to resident need, interest and choice. LOR will provide an environment that allows residents the freedom to grow and learn skills for lifelong achievement and to be successful in the activities they choose. A copy of the Minnesota Statute Service and Resident Related Rights is reviewed and distributed to LOR residents and their guardians annually.

4. If the lead agency's proposed request increases or expands the size and use of DT&H services, describe the home and community-based services and supports that could be used as viable alternative options to DT&H services in the future.

5. Please describe how the lead agency's proposed request ensures that current and prospective people receiving DT&H services and supports will have all of the following:

- A. Individualized services and supports that meet their needs and preferences
- B. Individualized opportunities to seek competitive employment and work at competitively paying jobs in the community with people without disabilities and with or without support services
- C. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities.

LOR values and supports each resident's right to choose a community provider. LOR has identified a service gap for individuals who have behavioral concerns, including those who have a combination of autism and a history of aggression or other disruptive behaviors. LOR will provide vocational supports to address the complex needs that cannot be provided by other community providers to help bridge this gap. The individuals with disabilities that are served by LOR/Ramsey County, as well as individuals that are the service and financial responsibility of other counties, have service plans that identify the need for vocational supports that are currently served, or will need the support in the future. LOR staff assigned to day services support will work with individuals to access resources to meet their individual needs and preferences and work to develop partnerships within the larger community to place individuals served in the types of employment they may desire. We have had experience and success with this and will carry

6. The lead agency assures the DT&H service provider has policies and practices that protect and support:

A. The right to privacy, dignity and respect?	<input checked="" type="radio"/> Yes <input type="radio"/> No
B. Personal autonomy, independence and control of resources?	<input checked="" type="radio"/> Yes <input type="radio"/> No
C. Accessibility and freedom from restraint?	<input checked="" type="radio"/> Yes <input type="radio"/> No
D. Individualized services and supports that meet people's needs and preferences?	<input checked="" type="radio"/> Yes <input type="radio"/> No
E. Individualized opportunities to seek competitive employment, and work at competitively paying jobs in the community with people without disabilities and with or without support services?	<input checked="" type="radio"/> Yes <input type="radio"/> No
F. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities?	<input checked="" type="radio"/> Yes <input type="radio"/> No

## What if I have questions?

If you have questions, or need help, please contact the DSD Response Center via email [DSD.ResponseCenter@state.mn.us](mailto:DSD.ResponseCenter@state.mn.us) (preferred) or by phone at 651-431-4300 or 866-267-7655.

To send via U.S. mail, write to:

Minnesota Department of Human Services, Community Supports Administration  
 Disability Services Division, ATTN: DSD Response Center  
 PO Box 64967  
 St. Paul, MN 55164-0967

## How do I submit this application?

Use the submit button below to email this complete form to DHS. If applicable, remember to attach your documentation to the email before you send it.

**SUBMIT**

# Board of Commissioners

## Request for Board Action

**Item Number:** 2020-536

**Meeting Date:** 12/1/2020

**Sponsor:** County Attorney's Office

**Title**

Amendment to the Agreement with Northeast Youth and Family Services

**Recommendation**

1. Approve the amendment to the Agreement with Northeast Youth and Family Services for diversion services to increase the not-to-exceed amount of the contract to \$380,000 from \$350,000 with all other terms and conditions remaining the same.
2. Authorize the Chair and Chief Clerk to execute the amendment.

**Background**

The County has recognized the need to provide more youth opportunities to make amends for the harm they have caused without furthering their justice involvement and saddling them with collateral consequences that will inhibit their ability to successfully transition to adulthood and self-sufficiency. Therefore, the need for diversion services for youth is increasing. The County is increasingly relying on community partners to provide youth with community-based alternatives to traditional justice system involvement to:

- a. help youth understand the impact of their actions on others;
- b. promote healing, accountability, community safety and wellness;
- c. address the underlying contributors to harmful behavior and meet individual needs of youth;
- d. improve connections to school, community and positive caring adults;
- e. engage youth in positive pro-social activities; and
- f. support youth to prevent harmful behavior from recurring.

Ramsey County entered into a two-year professional services agreement for diversion services with the option to renew the term of the agreement for three one-year periods with Northeast Youth and Family Services. Ramsey County is now in the final months of the final year of this contract. Adding \$30,000 to the existing agreement with Northeast Youth and Family Services will allow the County Attorney's Office to continue to provide these diversion services to youth through 2020. All other terms of the professional services agreement with Northeast Youth and Family Services will remain the same.

The County Attorney's Office has a current ongoing Request for Proposals posting to procure services for 2021 and beyond. Contracts with new vendors will be brought to the County Board for approval in December.

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

☒ Well-being

☒ Prosperity

☐ Opportunity

☐ Accountability

**Racial Equity Impact**

Youth referred to the Ramsey County Attorney's Office are disproportionately youth of color, the majority being African American youth, and about 70% male. More than 2/3 of youth are between the ages of 15 and 17, and similarly, more than 2/3 are referred to the County Attorney's Office for a non-felony-level offense, most commonly theft, assault and disorderly conduct.



The County Attorney's Office recognizes that challenging behaviors are often an indicator of underlying trauma or other adversity in a young person's life. The County Attorney's Office also knows that justice involvement in adolescence can be detrimental to the growth and development of young people and inhibit their success as they transition to adulthood. Therefore, The County Attorney's Office is working collaboratively with the community and system partners to (re)imagine justice for Ramsey County youth by transforming the responses to be more restorative and focus on understanding and addressing developmental needs and other underlying contributors motivating a young person's behavior.

**Community Participation Level and Impact**

Ramsey County community has expressed for years that the County Attorney's Office needs to transform the approach in the justice system to be less punitive and more compassionate. As a result of the County Attorney's Office collaborative efforts to (re)imagine justice for youth, the office has been working together with the community to develop a continuum of restorative responses and community-based services to help people make amends for the harm they have caused and to succeed in our community.

☒ Inform      ☒ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

Funding is available in the County Attorney's 2020 operating budget.

**County Manager Comments**

County Board approval is required to amend the agreement to increase the contracted amount in accordance with County procurement policies and procedures.

**Last Previous Action**

On December 22, 2015, the County Board approved and executed agreements for Juvenile Diversion Services with Northeast Youth and Family Services for up to five years and a total not to exceed \$350,000 (Resolution B2015-408).

**Attachments**

1. Amendment to Northeast Youth and Family Services Agreement

### **Fourth Amendment to ATTY000217**

1. Ramsey County Attorney's Office and Northeast Youth & Family Services entered into an Agreement dated January 4, 2016. Under the Agreement, the Contractor agreed to provide juvenile diversion services for non-dangerous juvenile offenders through December 31, 2017 for a maximum not to exceed of \$140,000.
2. The Agreement contains a clause which enables renewals for up to three additional one-year periods.
3. The County and the Contractor executed an Amendment to the Agreement on October 27, 2017 to extend the term of the Agreement through December 31, 2018 and to increase the contract by \$70,000 for a total contract value of \$210,000.
4. The County and the Contractor executed a Second Amendment to the Agreement on October 18, 2018 to extend the term of the Agreement through December 31, 2019 and to increase the contract by \$70,000 for a total contract value of \$280,000
5. The County and the Contractor executed a Third Amendment to the Agreement on November 13, 2019 to extend the term of the Agreement through December 31, 2020 and to increase the contract by \$70,000 for a total contract value of \$350,000
6. The parties agree to amend the Agreement as follows:

The maximum not to exceed amount is increased for an additional \$30,000 for a total contract value of \$380,000.
7. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

# Board of Commissioners

## Request for Board Action

**Item Number:** 2020-504

**Meeting Date:** 12/1/2020

**Sponsor:** Information and Public Records Administration

### Title

Agreements with Cities and Independent School District 621 for Voting Equipment and Elections Services

### Recommendation

1. Approve agreements with the cities of Arden Hills, Gem Lake, Little Canada, Mounds View, North Oaks, White Bear Lake (Ramsey County portion), White Bear Township and Mounds View Independent School District 621 for the use of voting systems from the date of final execution by all parties through December 31, 2026.
2. Authorize the Chair and Chief Clerk to execute the agreements.
3. Authorize the County Manager to approve and execute amendments and change orders to the agreement in accordance with the provisions of the agreement and all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

### Background

Ramsey County has been a statewide leader in developing and implementing contracts with municipalities and school districts in the County for administration of elections. These contracts have had the following benefits:

- 1) Facilitated more uniformity in the administration of elections in the County.
- 2) Reduced administrative costs through standardization of election materials and administrative processes.
- 3) Improved the quality and accuracy of administration through increased specialization and development of expert knowledge by the Ramsey County Elections Office staff.

The Ramsey County Elections Office has provided voting equipment and services to cities of Arden Hills, Gem Lake, Mounds View, North Oaks, White Bear Lake, White Bear Township and Mounds View Independent School District 621, since January 1, 2013 under joint powers agreements. The current agreements are expiring December 31, 2020. New agreements are necessary in order to continue providing elections equipment and services to these entities.

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

☐ Well-being      ☒ Prosperity      ☒ Opportunity      ☒ Accountability

### Racial Equity Impact

The contracts for election services promote racial equity uniformly throughout the County, ensuring election judges reflect the diverse community which they serve, comprehensive language assistance tools are provided in the polling places, and community engagement work encourages the widest possible participation in the elections process by members of the community, particularly by those individuals who are traditionally under-represented in the voting population. Services provided via the contracts that support racial equity include:

- Promotion and advancement of the strategic priorities and values of Ramsey County

- Recruit, train, assign, and pay election judges
- Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act
- Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics
- Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge program

### Community Participation Level and Impact

The community is informed about this action through County Board action, which is published on the County's website.

<https://www.ramseycounty.us/your-government/leadership/board-commissioners/board-meetings-information>

Work with Municipalities to ensure agreeable terms and conditions are met in order to provide election services that meets the needs of their local communities.

☒ Inform      ☒ Consult      ☒ Involve      ☒ Collaborate      ☐ Empower

### Fiscal Impact

The contracts cover all associated costs with providing election services. Payment to Ramsey County for 2021-2022 is:

Arden Hills	\$54,801.60
Gem Lake	\$9,329.60
Little Canada	\$55,600.00
Mounds View	\$62,529.60
North Oaks	\$35,436.80
White Bear Lake	\$141,400.00
White Bear Lake Township	\$68,835.20
School District 621	\$57,198.40
2021-2022 Total:	\$485,131.20

The County will provide an initial cost estimate for the 2023-2024 calendar years to the municipalities and school districts no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2023. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or City legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

### County Manager Comments

County Board approval is required for revenue contracts in an amount over \$100,000.

### Last Previous Action

On May 23, 2017 the County Board authorized an agreement with the City of White Bear Lake (Resolution B2017-119).

On November 27, 2012 the County Board authorized an agreement with the following cities: Arden Hills, Gem Lake, Mounds View, North Oaks, White Bear Lake Township and Mounds View Independent School District 621 (Resolution 2012-339).

On November 22, 2011 the County Board authorized an agreement with the City of Arden Hills and the City of Mounds View (Resolution 2011-332).

**Attachments**

1. Agreement with the City of Arden Hills
2. Agreement with the City of Gem Lake
3. Agreement with the City of Mounds View
4. Agreement with the City of North Oaks
5. Agreement with the City of White Bear Lake
6. Agreement with White Bear Township
7. Agreement with Mounds View Independent School District 621

[Click or tap here to enter text.](#)

**Agreement Between Ramsey County  
And the City of Gem Lake for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN ("County"), and the City of Gem Lake ("City") for the provision of election services by the County ("Agreement").

**1. Term**

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

**2. Renewal and Termination**

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the City-owned voting equipment and materials previously owned by the City related to elections will be returned to the City.

**3. General Agreements**

- a) This Agreement only applies to precincts located solely within Ramsey County.
- b) This Agreement only applies to regularly scheduled elections.
- c) The County will conduct all special elections required by law during the term of this Agreement on behalf of City. The costs of all special elections that are not held concurrently with a regularly scheduled State, County or City election will be billed to the City for the actual cost realized to conduct a special election. The City will also pay all costs applicable to any state special elections that are not conducted on the date of a regularly scheduled City or state election.
- d) If a City primary is required, the City will pay all costs applicable to the primary. The County shall invoice the City separately for the costs of the primary.
- e) The costs for Recounts for City elections will be billed separately from this agreement for the actual costs realized.
- f) The costs for Ranked Voting Reallocation for the City will be billed separately from this agreement for the actual costs realized.



#### 4. County Responsibilities

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the City and all election-related duties of the City specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the City according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to City based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the city clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
- i) Program, layout, approve, and print the ballots for all City elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by City for their canvass.
- m) Provide election-related information on the County web site relating to City elections.

- n) Conduct recounts for City offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the city clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

## 5. City Responsibilities

The City will perform the following election-related responsibilities:

- a) Provide the County with an inventory list of voting equipment and election related materials, owned by City, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every City election.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205.185 & 211A.05.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.
- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).



- f) Provide recruitment information about serving as an election judge within City and on the City's website.
- g) Provide the title and text of City questions to be placed on the ballot in accordance with Minnesota Statutes 205.16 subd.4 or sections 205A.05, subd.3
- h) As needed, identify new locations the City would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the City in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

## **6. Office Space and Equipment Storage**

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

## **7. Costs and Payment**

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the City in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services for Regular Elections for the 2021-2022 calendar years will be \$9,329.60. The County will provide an initial cost estimate for the 2023-2024 calendar years to the City no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or City legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the City of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular election or a special election the cost that was incurred as a result of the enactment of new election laws.

## **8. Voting Systems**

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

## **9. Insurance**

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and City will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

## **10. Indemnification**

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

## **11. Data Practices**

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

## **12. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

## **13. Dispute Resolution**

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

#### **14. Severability**

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

#### **15. Legal Representation**

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

#### **16. Independent Contractor**

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the City for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the City.

#### **17. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.



IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

RAMSEY COUNTY

By: \_\_\_\_\_  
Toni Carter, Chair  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Janet Guthrie, Chief Clerk  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

Approval recommended:  
By: David Triplett  
David Triplett  
Elections Manager

Approved as to form:  
By: Melitta Drechsler  
Assistant County Attorney

November 20, 2020

CITY OF GEM LAKE

By: Gutten Artig Swamley  
Mayor

By: Annalyn  
Acting City Clerk

IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

RAMSEY COUNTY

By: \_\_\_\_\_  
Toni Carter, Chair  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Janet Guthrie, Chief Clerk  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

Approval recommended:

By: David Triplett  
David Triplett  
Elections Manager

Approved as to form:

By: Melitta Drechsler  
Assistant County Attorney

November 20, 2020

CITY OF MOUNDS VIEW

By: Carol A. Mueller  
Carol A. Mueller, Mayor

By: [Signature]

**Agreement Between Ramsey County  
And the City of Mounds View for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN ("County"), and the City of Mounds View ("City") for the provision of election services by the County ("Agreement").

**1. Term**

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

**2. Renewal and Termination**

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the City-owned voting equipment and materials previously owned by the City related to elections will be returned to the City.

**3. General Agreements**

- a) This Agreement only applies to precincts located solely within Ramsey County.
- b) This Agreement only applies to regularly scheduled elections.
- c) The County will conduct all special elections required by law during the term of this Agreement on behalf of City. The costs of all special elections that are not held concurrently with a regularly scheduled State, County or City election will be billed to the City for the actual cost realized to conduct a special election. The City will also pay all costs applicable to any state special elections that are not conducted on the date of a regularly scheduled City or state election.
- d) If a City primary is required, the City will pay all costs applicable to the primary. The County shall invoice the City separately for the costs of the primary.
- e) The costs for Recounts for City elections will be billed separately from this agreement for the actual costs realized.
- f) The costs for Ranked Voting Reallocation for the City will be billed separately from this agreement for the actual costs realized.

#### **4. County Responsibilities**

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the City and all election-related duties of the City specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the City according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to City based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the city clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
- i) Program, layout, approve, and print the ballots for all City elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by City for their canvass.
- m) Provide election-related information on the County web site relating to City elections.

- n) Conduct recounts for City offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the city clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

##### **5. City Responsibilities**

The City will perform the following election-related responsibilities:

- a) Provide the County with an inventory list of voting equipment and election related materials, owned by City, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every City election.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205.185 & 211A.05.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.
- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).



- f) Provide recruitment information about serving as an election judge within City and on the City's website.
- g) Provide the title and text of City questions to be placed on the ballot in accordance with Minnesota Statutes 205.16 subd.4 or sections 205A.05, subd.3
- h) As needed, identify new locations the City would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the City in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

#### **6. Office Space and Equipment Storage**

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

#### **7. Costs and Payment**

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the City in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services for Regular Elections for the 2021-2022 calendar years will be \$62,529.60. The County will provide an initial cost estimate for the 2023-2024 calendar years to the City no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or City legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the City of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular election or a special election the cost that was incurred as a result of the enactment of new election laws.

## **8. Voting Systems**

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

## **9. Insurance**

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and City will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

## **10. Indemnification**

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

## **11. Data Practices**

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

## **12. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

## **13. Dispute Resolution**

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

**14. Severability**

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

**15. Legal Representation**

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

**16. Independent Contractor**

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the City for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the City.

**17. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

**Agreement Between Ramsey County  
And the City of North Oaks for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN ("County"), and the City of North Oaks ("City") for the provision of election services by the County ("Agreement").

**1. Term**

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

**2. Renewal and Termination**

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the City-owned voting equipment and materials previously owned by the City related to elections will be returned to the City.

**3. General Agreements**

- a) This Agreement only applies to precincts located solely within Ramsey County.
- b) This Agreement only applies to regularly scheduled elections.
- c) The County will conduct all special elections required by law during the term of this Agreement on behalf of City. The costs of all special elections that are not held concurrently with a regularly scheduled State, County or City election will be billed to the City for the actual cost realized to conduct a special election. The City will also pay all costs applicable to any state special elections that are not conducted on the date of a regularly scheduled City or state election.
- d) If a City primary is required, the City will pay all costs applicable to the primary. The County shall invoice the City separately for the costs of the primary.
- e) The costs for Recounts for City elections will be billed separately from this agreement for the actual costs realized.
- f) The costs for Ranked Voting Reallocation for the City will be billed separately from this agreement for the actual costs realized.

#### **4. County Responsibilities**

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the City and all election-related duties of the City specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the City according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to City based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the city clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
- i) Program, layout, approve, and print the ballots for all City elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by City for their canvass.
- m) Provide election-related information on the County web site relating to City elections.

- n) Conduct recounts for City offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the city clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

## **5. City Responsibilities**

The City will perform the following election-related responsibilities:

- a) Provide the County with an Inventory list of voting equipment and election related materials, owned by City, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every City election.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205.185 & 211A.05.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.
- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).

- f) Provide recruitment information about serving as an election judge within City and on the City's website.
- g) Provide the title and text of City questions to be placed on the ballot in accordance with Minnesota Statutes 205.16 subd.4 or sections 205A.05, subd.3
- h) As needed, identify new locations the City would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the City in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

## **6. Office Space and Equipment Storage**

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

## **7. Costs and Payment**

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the City in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services for Regular Elections for the 2021-2022 calendar years will be \$35,436.80. The County will provide an initial cost estimate for the 2023-2024 calendar years to the City no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or City legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the City of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular election or a special election the cost that was incurred as a result of the enactment of new election laws.

## **8. Voting Systems**

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

## **9. Insurance**

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and City will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

## **10. Indemnification**

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

## **11. Data Practices**

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

## **12. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

## **13. Dispute Resolution**

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



#### **14. Severability**

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

#### **15. Legal Representation**

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

#### **16. Independent Contractor**

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the City for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the City.

#### **17. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

**RAMSEY COUNTY**

By: \_\_\_\_\_  
Toni Carter, Chair  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Janet Guthrie, Chief Clerk  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

Approval recommended:

By: David Triplett  
David Triplett  
Elections Manager

Approved as to form:

By: Melitta Drechsler  
Assistant County Attorney  
November 20, 2020

**CITY OF NORTH OAKS**

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

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

**Agreement Between Ramsey County  
And the City of White Bear Lake for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN ("County"), and the City of White Bear Lake ("City") for the provision of election services by the County ("Agreement").

**1. Term**

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

**2. Renewal and Termination**

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the City-owned voting equipment and materials previously owned by the City related to elections will be returned to the City.

**3. General Agreements**

- a) This Agreement only applies to precincts located solely within Ramsey County.
- b) This Agreement only applies to regularly scheduled elections.
- c) The County will conduct all special elections required by law during the term of this Agreement on behalf of City. The costs of all special elections that are not held concurrently with a regularly scheduled State, County or City election will be billed to the City for the actual cost realized to conduct a special election. The City will also pay all costs applicable to any state special elections that are not conducted on the date of a regularly scheduled City or state election.
- d) If a City primary is required, the City will pay all costs applicable to the primary. The County shall invoice the City separately for the costs of the primary.
- e) The costs for Recounts for City elections will be billed separately from this agreement for the actual costs realized.
- f) The costs for Ranked Voting Reallocation for the City will be billed separately from this agreement for the actual costs realized.

#### 4. County Responsibilities

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the City and all election-related duties of the City specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the City according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to City based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the city clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
- i) Program, layout, approve, and print the ballots for all City elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by City for their canvass.
- m) Provide election-related information on the County web site relating to City elections.

- n) Conduct recounts for City offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the city clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

## **5. City Responsibilities**

The City will perform the following election-related responsibilities:

- a) Provide the County with an inventory list of voting equipment and election related materials, owned by City, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every City election.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205.185 & 211A.05.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.
- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).

- f) Provide recruitment information about serving as an election judge within City and on the City's website.
- g) Provide the title and text of City questions to be placed on the ballot in accordance with Minnesota Statutes 205.16 subd.4 or sections 205A.05, subd.3
- h) As needed, identify new locations the City would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the City in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

## **6. Office Space and Equipment Storage**

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

## **7. Costs and Payment**

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the City in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services for Regular Elections for the 2021-2022 calendar years will be \$141,400.00. The County will provide an initial cost estimate for the 2023-2024 calendar years to the City no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or City legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the City of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular election or a special election the cost that was incurred as a result of the enactment of new election laws.

## **8. Voting Systems**

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

## **9. Insurance**

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and City will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

## **10. Indemnification**

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

## **11. Data Practices**

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

## **12. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

## **13. Dispute Resolution**

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

#### **14. Severability**

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

#### **15. Legal Representation**

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

#### **16. Independent Contractor**

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the City for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the City.

#### **17. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.



IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

RAMSEY COUNTY

By: \_\_\_\_\_  
Toni Carter, Chair  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Janet Guthrie, Chief Clerk  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

Approval recommended:  
By: David Triplett  
David Triplett  
Elections Manager

Approved as to form:  
By: Melitta Drechsler  
Assistant County Attorney

November 20, 2020

CITY OF WHITE BEAR LAKE

Jo Emerson  
Jo Emerson, Mayor

By: Ellen Hinkley

**Agreement Between Ramsey County  
And White Bear Township for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN ("County"), and White Bear Township ("Town") for the provision of election services by the County ("Agreement").

**1. Term**

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

**2. Renewal and Termination**

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the Town-owned voting equipment and materials previously owned by the Town related to elections will be returned to the Town.

**3. General Agreements**

- a) This Agreement only applies to precincts located solely within Ramsey County.
- b) This Agreement only applies to regularly scheduled elections.
- c) The County will conduct all special elections required by law during the term of this Agreement on behalf of Town. The costs of all special elections that are not held concurrently with a regularly scheduled State, County or Town election will be billed to the Town for the actual cost realized to conduct a special election. The Town will also pay all costs applicable to any state special elections that are not conducted on the date of a regularly scheduled Town or state election.
- d) If a Town primary is required, the Town will pay all costs applicable to the primary. The County shall invoice the Town separately for the costs of the primary.
- e) The costs for Recounts for Town elections will be billed separately from this agreement for the actual costs realized.
- f) The costs for Ranked Voting Reallocation for the Town will be billed separately from this agreement for the actual costs realized.



#### 4. County Responsibilities

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the Town and all election-related duties of the Town specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the Town according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to Town based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the Town clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
- i) Program, layout, approve, and print the ballots for all Town elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by Town for their canvass.
- m) Provide election-related information on the County web site relating to Town elections.



- n) Conduct recounts for Town offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the Town clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

## **5. Town Responsibilities**

The Town will perform the following election-related responsibilities:

- a) Provide the County with an inventory list of voting equipment and election related materials, owned by Town, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every Town election.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205.185 & 211A.05.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.
- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).



- f) Provide recruitment information about serving as an election judge within Town and on the Town's website.
- g) Provide the title and text of Town questions to be placed on the ballot in accordance with Minnesota Statutes 205.16 subd.4 or sections 205A.05, subd.3
- h) As needed, identify new locations the Town would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the Town in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

## **6. Office Space and Equipment Storage**

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

## **7. Costs and Payment**

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the Town in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services for Regular Elections for the 2021-2022 calendar years will be \$68,835.20. The County will provide an initial cost estimate for the 2023-2024 calendar years to the Town no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or Town legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the Town of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular





election or a special election the cost that was incurred as a result of the enactment of new election laws.

#### **8. Voting Systems**

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

#### **9. Insurance**

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and Town will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

#### **10. Indemnification**

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

#### **11. Data Practices**

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

#### **12. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

#### **13. Dispute Resolution**



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

#### **14. Severability**

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

#### **15. Legal Representation**

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

#### **16. Independent Contractor**

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the Town for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the Town.

#### **17. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.



IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

RAMSEY COUNTY

By: \_\_\_\_\_  
Toni Carter, Chair  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Janet Guthrie, Chief Clerk  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

Approval recommended:

By: David Triplett  
David Triplett  
Elections Manager

Approved as to form:

By: Melitta Drechsler  
Assistant County Attorney

November 20, 2020

WHITE BEAR TOWNSHIP

By: Ed Pruehn

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



**Agreement Between Ramsey County  
And the City of Arden Hills for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN ("County"), and the City of Arden Hills ("City") for the provision of election services by the County ("Agreement").

**1. Term**

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

**2. Renewal and Termination**

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the City-owned voting equipment and materials previously owned by the City related to elections will be returned to the City.

**3. General Agreements**

- a) This Agreement only applies to precincts located solely within Ramsey County.
- b) This Agreement only applies to regularly scheduled elections.
- c) The County will conduct all special elections required by law during the term of this Agreement on behalf of City. The costs of all special elections that are not held concurrently with a regularly scheduled State, County or City election will be billed to the City for the actual cost realized to conduct a special election. The City will also pay all costs applicable to any state special elections that are not conducted on the date of a regularly scheduled City or state election.
- d) If a City primary is required, the City will pay all costs applicable to the primary. The County shall invoice the City separately for the costs of the primary.
- e) The costs for Recounts for City elections will be billed separately from this agreement for the actual costs realized.
- f) The costs for Ranked Voting Reallocation for the City will be billed separately from this agreement for the actual costs realized.



#### **4. County Responsibilities**

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the City and all election-related duties of the City specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the City according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to City based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the city clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
- i) Program, layout, approve, and print the ballots for all City elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by City for their canvass.
- m) Provide election-related information on the County web site relating to City elections.

- n) Conduct recounts for City offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the city clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

## **5. City Responsibilities**

The City will perform the following election-related responsibilities:

- a) Provide the County with an inventory list of voting equipment and election related materials, owned by City, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every City election.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205.185 & 211A.05.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.
- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).

- f) Provide recruitment information about serving as an election judge within City and on the City's website.
- g) Provide the title and text of City questions to be placed on the ballot in accordance with Minnesota Statutes 205.16 subd.4 or sections 205A.05, subd.3
- h) As needed, identify new locations the City would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the City in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

## **6. Office Space and Equipment Storage**

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

## **7. Costs and Payment**

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the City in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services for Regular Elections for the 2021-2022 calendar years will be \$54,801.60. The County will provide an initial cost estimate for the 2023-2024 calendar years to the City no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or City legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the City of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular election or a special election the cost that was incurred as a result of the enactment of new election laws.

## **8. Voting Systems**

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

## **9. Insurance**

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and City will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

## **10. Indemnification**

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

## **11. Data Practices**

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

## **12. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties. Any amendment must be approved no later than June 1 of any year for implementation on January 1 of the following year.

## **13. Dispute Resolution**

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

#### **14. Severability**

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

#### **15. Legal Representation**

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

#### **16. Independent Contractor**

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the City for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the City.

#### **17. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

RAMSEY COUNTY

By: \_\_\_\_\_  
Toni Carter, Chair  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Janet Guthrie, Chief Clerk  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

Approval recommended:

By: David Triplett  
David Triplett  
Elections Manager

Approved as to form:

By: Melitta Drechsler  
Assistant County Attorney  
November 20, 2020

CITY OF ARDEN HILLS

By: David Grant  
Mayor

By: Julie Hanson  
City Clerk

**Agreement Between Ramsey County  
And ISD 621 for Election Services**

This is an agreement between the County of Ramsey, through the Ramsey County Elections Office, 90 West Plato Boulevard, St. Paul, MN ("County"), and the Mounds View Public Schools Independent School District #621 ("School District") for the provision of election services by the County ("Agreement").

**1. Term**

This Agreement will be in effect for the period from January 1, 2021 through December 31, 2026 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

**2. Renewal and Termination**

This Agreement may be renewed for one additional two-year period by written agreement of the parties, in the form of an amendment to this Agreement. An amendment for renewal of this Agreement must be executed by all parties no later than June 1, 2026

This Agreement may be terminated by any party by written notice to the other parties no later than June 1 of any year, effective on January 1 of the following year. Upon termination of this Agreement, the City-owned voting equipment and materials previously owned by the School District related to elections will be returned to the City.

**3. General Agreements**

- a) This Agreement only applies to precincts located solely within Ramsey County.
- b) This Agreement only applies to regularly scheduled elections.
- c) The County will conduct all special elections required by law during the term of this Agreement on behalf of City. The costs of all special elections that are not held concurrently with a regularly scheduled State, County or School District election will be billed to the School District for the actual cost realized to conduct a special election. The School District will also pay all costs applicable to any state special elections that are not conducted on the date of a regularly scheduled School District or state election.
- d) If a School District primary is required, the School District will pay all costs applicable to the primary. The County shall invoice the School District separately for the costs of the primary.
- e) The costs for Recounts for School District elections will be billed separately from this agreement for the actual costs realized.
- f) The costs for Ranked Voting Reallocation for the School District will be billed separately from this agreement for the actual costs realized.

#### **4. County Responsibilities**

Except as otherwise provided in this Agreement, the County will provide all services, equipment, and supplies as required to perform on behalf of the School District and all election-related duties of the School District specified in this Agreement. These duties will include:

- a) Promote and advance the strategic priorities and values of Ramsey County: People, Integrity, Community, Equity and Leadership.
- b) Recruit, train, and supervise staff to carry out the duties specified in this Agreement.
- c) Conduct annual inspection of the polling places established by the School District according to Minnesota Statutes section 204B.16 in order to verify compliance with all state and federal accessibility requirements; make suggestions about polling locations to School District based on feedback from voters, election judges, the polling location's administration, and annual surveys.
- d) Pay all rental costs for the Election Day, absentee, and early voting polling places.
- e) Recruit, train, assign, and pay election judges. Compensation to election judges will be in an amount as determined by the Ramsey County Board of Commissioners.
- f) Select and administer an election judge management system.
- g) Procure and provide interpreter services to be available at absentee, early voting, and Election Day locations in accordance with Section 203 of the federal Voting Rights Act.
- h) Carry out the duties of the School District clerk described in Minnesota Election Law regarding the administration of the voting system and the requirements set-forth in the Joint Powers Agreement between the County and the municipalities in Ramsey County to administer the County's voting systems.
- i) Program, layout, approve, and print the ballots for all School District elections.
- j) Prepare and transport all election materials to and from each Election Day, absentee, and early voting polling place. Provide election signs, forms, supplies, voting equipment, and other related materials for each Election Day polling place.
- k) Provide on-street parking and metered parking for early voting, absentee, and Election Day polling places.
- l) Compile, audit, and report election results and election statistics for dissemination to the appropriate canvassing boards, the public, and the media. Provide copy of election abstract to be used by School District for their canvass.



- m) Provide election-related information on the County web site relating to School District elections.
- n) Conduct recounts for School District offices and ballot questions.
- o) Prepare, post, and publish notices of filing and election as required by Minnesota Statutes sections 205.13 and 205.16. Publish, post, and provide the sample ballots as required by Minnesota Statutes section 205.16
- p) Administer all aspects of absentee voting carried out by the Clerk in Minnesota Chapter 203B, including all in-person absentee voting activities at absentee voting locations determined by the Ramsey County Auditor.
- q) Administer campaign finance reporting and economic disclosure activities designated to the School District clerk in accordance with Minnesota Election Law.
- r) Perform all duties of the candidate filing officer, including the acceptance of affidavits of candidacy and petitions.
- s) Maintain a database and prepare maps of election districts and precinct boundaries. Provide maps in digital and print formats, available to the public.
- t) Retain all election records in accordance with Minnesota Election Law and data retention requirements.
- u) Conduct civic engagement events regarding voter registration, absentee voting, election judge recruitment, and election related civics.
- v) Recruit student elections judges and teacher liaisons as part of Ramsey County's Student Election Judge Program.

## **5. School District Responsibilities**

The School District will perform the following election-related responsibilities:

- a) Provide the County with an inventory list of voting equipment and election related materials, owned by City, to be returned by the County upon termination of Agreement.
- b) Conduct the canvass of election results following every School District election per Minnesota Statutes sections 205A.10 Subd. 3.
- c) Issue Certificates of Election in accordance with Minnesota Statutes sections 205A.10 Subd. 3.
- d) Attend annual pre-election meetings held by the County and complete trainings required for state election officials as determined by the Minnesota Secretary of State.

- e) Send required mailed notice of levy referendum in accordance with Minnesota Statutes section 126C.17, subd. 9(b).
- f) Provide recruitment information about serving as an election judge within School District and on the district's website.
- g) Provide the title and text of School District questions to be placed on the ballot in accordance with Minnesota Statutes sections 205A.05, subd.3
- h) As needed, identify new locations the School District would prefer to use as precinct polling places on Election Day. Annually approve polling places in accordance with Minnesota Statutes section 204B.16. Provide resolution of approved polling locations to the County by the December 31 deadline set forth in section 204B.16.
- i) Draft, schedule, and approve all resolutions required of the School District in Minnesota Election Law to administer elections.
- j) Designate a person who will be the principal contact for the County.

## **6. Office Space and Equipment Storage**

The County will provide suitable office and warehouse space to conduct all election-related activities and for storage of election equipment and supplies.

## **7. Costs and Payment**

Payments to cover the costs incurred by the County in the performance of the provisions of this Agreement for regularly scheduled elections will be made by the School District in eight equal quarterly amounts for a two-year budget period, for a total of 24 quarterly payments during the Initial Term of the Agreement. Payments will be due on March 31, June 30, September 30 and December 31 of each year.

The cost of election services for Regular Elections for the 2021-2022 calendar years will be \$57,198.40. The County will provide an initial cost estimate for the 2023-2024 calendar years to the School District no later than April 1, 2022, and an initial cost estimate for the 2025-2026 calendar years by April 1, 2024. Such initial cost estimates will become final if the County does not provide an updated cost estimate by July 1 of the year the cost estimates are provided. Costs will be adjusted as necessary by the County to account for the following factors: 1) estimated voter turnout; 2) labor contracts and agreements for non-represented employees approved by the Ramsey County Board of Commissioners; 3) changes in the Consumer Price Index for the Minneapolis-Saint Paul metropolitan area, as determined by the U.S. Bureau of Labor Statistics for the previous two-year period; 4) changes in state, federal, County, or School District legal requirements, as applicable; and 5) other factors having a significant impact on election costs.

The County will notify the School District of additional costs that it will incur as a result of changes to applicable election laws. The County will include and separately identify in any invoice for a regular

election or a special election the cost that was incurred as a result of the enactment of new election laws.

## **8. Voting Systems**

The cost of the operation and maintenance of the voting system is not included in this Agreement and is the subject of a separate agreement.

## **9. Insurance**

Each party shall maintain such insurance as will protect such party from claims which may arise out of, or result from, the party's actions under this Agreement. During the term of this Agreement, the County and School District will maintain, through commercially available insurance or on a self-insurance basis, property insurance coverage on the voting equipment each owns, for the repair or replacement of the voting equipment if damaged or stolen. Each party shall be responsible for any deductible under its respective policy. Each party hereby waives and releases the other parties, their employees, agents, officials, and officers from all claims, liability, and causes of action for loss, damage to or destruction of the waiving party's property resulting from fire or other perils covered in the standard property insurance coverage maintained by the parties. Furthermore, each party agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the other parties.

## **10. Indemnification**

Each party to this Agreement will be responsible for its own acts and omissions, and the acts and omissions of its officials, employees, and agents, and the results thereof, to the extent authorized by law and shall not be responsible for the acts of the other party, its officials, employees, and agents, and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the parties shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law. This provision shall not be construed nor operate as a waiver of any applicable limits of or exceptions to liability set by law. This provision will survive the termination of this Agreement.

## **11. Data Practices**

All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

## **12. Alteration**

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## **13. Dispute Resolution**

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

#### **14. Severability**

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

#### **15. Legal Representation**

The Ramsey County Attorney's office will advise and represent the County in all election-related matters.

#### **16. Independent Contractor**

It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County as the employee of the School District for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the City.

#### **17. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral and written negotiations.

IN WITNESS THEREOF, the parties have subscribed their names as of the last date written below.

RAMSEY COUNTY

By: \_\_\_\_\_  
Toni Carter, Chair  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Janet Guthrie, Chief Clerk  
Ramsey County Board of Commissioners  
Date: \_\_\_\_\_

Approval recommended:

By: David Triplett  
David Triplett  
Elections Manager

Approved as to form:

By: Melitta Drechsler  
Assistant County Attorney

November 24, 2020

INDEPENDENT SCHOOL DISTRICT 621

By: Bryce Hall  
Executive Director of Business Services

By: Bridget Peterson  
Director of Finance

# Board of Commissioners

## Request for Board Action

**Item Number:** 2020-537

**Meeting Date:** 12/1/2020

**Sponsor:** Property Tax, Records & Election Services

**Title**

Compensation Rate for Election Judges

**Recommendation**

1. Rescind the compensation schedule for election judges authorized by the County Board in Resolution B2016-283.
2. Establish hourly compensation rates for election judge, effective January 1, 2021:
  - i. Absentee ballot board judges \$22.00 per hour
  - ii. Voting system judges \$22.00 per hour
  - iii. Area logistics judges \$20.00 per hour
  - iv. Head judges \$20.00 per hour
  - v. Assistant head judges \$18.00 per hour
  - vi. Precinct & Student judges \$16.00 per hour

**Background**

The Elections Office is responsible for administering state and county elections for the County and, under contract, to perform similar duties on behalf of 12 municipalities and 5 school districts in the County. Minnesota Statutes section 204B.21 sets forth the duty to appoint election judges and Minnesota Statutes section 204B.31, subd.1(4) requires election judges to be compensated for their service. Election judges are County employees and the County Board sets the compensation of all County employees under Minnesota Statutes section 383A.282.

Serving as an election judge is one of the most valuable methods of civic engagement available to County residents, and election judges play an essential part in the administration of elections in the County. The dramatic increase in absentee voting has created an even greater demand for these services at our early vote centers and administrative offices to process absentee ballots.

Neighboring municipalities have set election judge compensation starting at \$17 per hour. To ensure the County remains competitive amid the election judge recruitment process and can recruit an election judge pool reflective of our county's population, the Elections Office is requesting the County Board approve establish the following hourly compensation rates, effective January 1, 2021:

- i. Absentee ballot board judges \$22.00 per hour
- ii. Voting system judges \$22.00 per hour
- iii. Area logistics judges \$20.00 per hour
- iv. Head judges \$20.00 per hour
- v. Assistant head judges \$18.00 per hour
- vi. Precinct & Student judges \$16.00 per hour

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

☐ Well-being☒ Prosperity☒ Opportunity☐ Accountability**Racial Equity Impact**

The Elections Office recognizes the need to remain competitive with other local jurisdictions in the election judge recruitment process, to ensure election judges reflect the diverse community which they serve, and to value the commitment to serving as an election judge by providing an equitable hourly wage. The Elections Office is working with the County's trusted community partners to perform voter outreach and recruit election judges, which has enabled the County to focus outreach on specific communities and precincts. The County's community partners have also translated voter outreach and election judge recruitment videos and are attending public events on the County's behalf.

The Elections office follows the 1965 Voter Rights Act which requires election administrators to provide language assistance tools in the polling places. The County has been able to meet and exceed this expectation through the work with the community partners, who have helped the County recruit an increased number of election judges who identify as non-white and/or are bi-lingual.

**Community Participation Level and Impact**

Click or tap here to enter text.

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

The total amount of compensation required for election judges, approximately \$1,500,000, has been included in the 2020-2021 budget for the Elections Office and is primarily funded by the local municipalities that contract with the county for election services.

**County Manager Comments**

County Board approval is required to change compensation for County employees.

**Last Previous Action**

On July 19, 2016, the County Board approved a compensation schedule for election judges (Resolution B2016-283).

**Attachments**

1. None.

# Board of Commissioners

## Request for Board Action

**Item Number:** 2020-564

**Meeting Date:** 12/1/2020

**Sponsor:** Safety and Justice

### Title

Waiver of Variable Pass-Through for the Minnesota Byrne Justice Assistance Grants Criminal and Juvenile Justice Intervention Grant Program

### Recommendation

1. Approve the Waiver of Variable Pass-Through for the Minnesota Byrne Justice Assistance Grants Criminal and Juvenile Justice Intervention Grant Program in support of the Tubman organization.
2. Authorize the Board Chair and the Chief Clerk to sign the Waiver of Variable Pass-Through for the Minnesota Byrne Justice Assistance Grants Criminal and Juvenile Justice Intervention Grant Program.

### Background

Tubman is a nonprofit organization which operates within Ramsey County. Tubman is currently seeking a waiver of variable pass-through from the Ramsey County Board for The Minnesota Byrne Justice Assistance Grants (JAG) Criminal and Juvenile Justice Intervention Grant Program. The Minnesota JAG Criminal and Juvenile Justice Intervention grants seek to improve public safety by supporting intervention activities for adults or juveniles who have had initial involvement and/or activities that will reduce further involvement in the criminal and juvenile justice systems. The estimated grant amount is \$150,000 - \$300,000. The project will occur over a two-year period with a start date of approximately January 1, 2021. By signing the waiver the County Board will strengthen the Tubman organization application, and concur that the proposed project will provide direct local benefit and will allow the Tubman organization to receive funds (if awarded) set aside for local government.

If funded, the Tubman project will occur in Ramsey County and focus on the intervention of youth involved in the justice system. The project will provide intensive youth case management designed to strengthen youth and family development, increase educational opportunities, work to improve cultural and community ties, and focus on youth leadership. Tubman currently offers a similar program within Ramsey County but the demand exceeds the organization's current capacity. If awarded this grant, all funds will be used to expand this program within Ramsey County.

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

☒ Well-being      ☒ Prosperity      ☒ Opportunity      ☒ Accountability

### Racial Equity Impact

Tubman provides safe shelter, legal services, counseling, elder care resources, youth programming, and community education. For more than forty years, Tubman has helped women, men, children and families struggling with relationship violence, substance abuse, mental health, and other forms of trauma. The project Tubman is proposing will primarily serve youth of color between the ages of 10-17 and their families. If Tubman is awarded the grant, one hundred percent of the funds will be used to provide additional resources for youth of color within Ramsey County.



**Community Participation Level and Impact**

The community is informed of this action through the County Board documentation at <https://www.ramseycounty.us/your-government/leadership/board-commissioners/board-meetings-information>.

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

Approximately \$2.3 million funds are available for the Minnesota JAG Criminal and Juvenile Justice Intervention grant. If awarded, the Tubman grant is estimate to be \$150,000- \$300,000. The JAG does not require matching funds and Ramsey County will not serve as the fiscal agent. Tubman will provide budget information as requested to the County.

**County Manager Comments**

County Board approval is required to authorize a Waiver of Variable Pass-Through. Signing the waiver supports the Tubman application and advances the County's effort to strengthen individuals, families, community health, safety and well-being through innovative programming, prevention and early intervention.

**Last Previous Action**

None

**Attachments**

1. Waiver of Variable Pass-Through

## Appendix A

### Waiver of Variable Pass-Through (VPT) Percentage

**Minnesota Public Safety- Office of Justice Programs  
2021 Federal Byrne JAG  
Criminal and Juvenile Justice Intervention Grant Funds**

The nonprofit, Tubman, is applying to the Minnesota Office of Justice Programs for a 2021 Byrne JAG Criminal and Juvenile Justice Intervention Grant. One requirement of the Byrne JAG grant is that states pass through a percentage of funds to local units of government.

The signers of this waiver represent governmental units eligible to apply for these funds and recognize that these funds are 1) set aside for local government use, 2) that the project being proposed by this nonprofit will provide a direct local benefit and 3) signing this allows this entity to receive funds (if awarded) set aside for local units of government.

**NOTE:** The waiver must be signed by the governing body and/or the highest ranking official of the local government entity.

Local Government Representative Name:	Toni Carter
Title:	Board Chair
Department:	Ramsey County Board of Commissioners
Signature:	
Date:	

Local Government Representative Name:	Janet Guthrie
Title:	Chief Clerk Ramsey County Board
Department:	Ramsey County Manager's Office
Signature:	
Date:	

Local Government Representative Name:	
Title:	
Department:	
Signature:	
Date:	

# Board of Commissioners

## Request for Board Action

Item Number: 2020-570

Meeting Date: 12/1/2020

**Sponsor:** Finance

**Title**

2021 Solid Waste Facility Bond Ordinance

**Recommendation**

Approve the 2021 Solid Waste Facility Bond Ordinance, which sets forth a procedure for issuance of the bonds.

**Background and Rationale**

As part of the approved R&E Center enhancements financing structure, Ramsey County proposes to issue general obligation bonds, on behalf of both Ramsey and Washington Counties, to fund the aggregate County Enhancement Loan amount for the R&E Center enhancements.

The R&E enhancements financing structure was approved by the R&E Board (Resolution R&E Board - 2020-09) and the Ramsey County Board (Resolution B2020-201) and includes the following:

1. *Approve the financing structure for the R&E Center enhancements, to include the following:*
  - a. *Each county shall loan a proportionate share to the R&E Board sufficient to cover its share of total financing, including all financing costs for the R&E Center enhancements, according to the percentages set forth in the joint powers agreement: Ramsey County - 73%, Washington County - 27% (the "County Enhancement Loans").*
  - b. *Ramsey County shall issue general obligation bonds on behalf of both counties (the "County Bonds") to fund the aggregate County Enhancement Loan amount for the R&E Center enhancements.*
  - c. *Ramsey County and Washington County shall enter into an agreement whereby Washington County agrees that Ramsey County will issue bonds on behalf of both counties, and that Washington County shall provide its general obligation pledge to Ramsey County for its share of the financing and pay its share of the total financing of the R&E Center enhancements through its loan agreement with the R&E Board.*
  - d. *The R&E Board shall be obligated to and is hereby authorized to enter into one or more loan agreements pursuant to which it will agree to repay the County Enhancements Loans from facility revenues, County Environmental Charges and other available revenues on terms and conditions that match, or are otherwise consistent with, any terms and conditions of any other loans outstanding and owed to the counties, additional covenants required by the counties and the County Bonds issued to fund R&E Board's County Enhancements Loans.*

The two R&E Center enhancement projects, a durable compostable bag processing system and a recyclables recovery system are estimated to cost \$19,286,450 and \$23,575,000 respectively, for a total estimated cost of \$42,861,450. To allow for small adjustments and costs of issuance, the proposed 2021 Solid Waste Facility Bond Ordinance sets the maximum amount of bonding at \$43,000,000. The final amount will be off set by State bonding funds for the same purpose but final estimates are still being determined. The proposed ordinance sets the maximum amount of bonds that can be issued, the actual amount of bonds issued may be

less, and cannot be more, than the maximum set in the ordinance. The County Board will be requested at future dates to approve the actual amount of bonds issued and to award the sale of the bonds to the lowest bidder.

The proposed bonds would be issued by ordinance in accordance with procedures set forth in the County's General Bonding Ordinance No. 93-292, adopted on July 29, 1993, and in compliance with the Ramsey County Home Rule Charter.

On November 17, 2020, a public hearing was held to afford an opportunity for the public to comment on the proposed 2021 Solid Waste Facility Bond Ordinance No public comments were brought forth. With Board approval on December 1, 2020, the ordinance will become effective January 23, 2021, after which the County Board will be requested to authorize the bond sale on January 26, 2021, approve the final amount of bonds to be sold and set the bond sale date. The Finance Department anticipates a February 22, 2021 bond sale date and the award of the bonds considered by the County Board on February 23, 2021.

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

☐ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

**Racial Equity Impact**

This action by itself does not have a measurable racial equity impact, as the action is just one step in the ordinance process required by the County Charter to issue bonds. The County plans to issue bonds to finance numerous capital improvement projects, each of which provides programs and services to the community. The racial equity impact is considered by the County departments during the development of the associated programs and services for each capital project.

**Community Participation Level and Impact**

The bonds issued by Ramsey County pursuant to this proposed ordinance will be joint obligations of Ramsey and Washington Counties, with the proceeds loaned to Ramsey/Washington Recycling and Energy Board for enhancements to the R&E Center. The enhancements are the result of policy direction in the two county solid waste management master plans. Preparation of the Ramsey County plan included significant community engagement, as did the purchase of the R&E Center and discussion about the enhancements. The County Board also holds a public hearing as part of the Bond Ordinance process to afford the public an opportunity to comment on this proposed project.

☒ Inform

☒ Consult

☐ Involve

☐ Collaborate

☐ Empower

**Fiscal Impact**

The proposed 2021 Solid Waste Facility Bond Ordinance authorizes a maximum amount of \$43 million of bond issuance to finance the R&E Center enhancement loans. The actual amount of bonding may be less and the final bonding amount will be determined and considered by the County Board at a later date. The County expects to receive loan payments from the R&E Board and Washington County equal to the required debt service on the County Bonds resulting in no cost to Ramsey County. The expected term of the loans and bonds is 25 years.

**County Manager Comments**

Approval of the proposed Ordinance will set forth a procedure to issue the 2021 Solid Waste Facility Bonds. Bond financing aligns with the County's Opportunity and Prosperity goals by facilitating strategic capital investments which cultivate economic development and prosperity in the community.

**Last Previous Action**

On November 17, 2020, the County Board waived the second reading of the 2021 Solid Waste Facility Bond Ordinance (Resolution B2020-226) and held a public hearing.

On October 20, 2020, the County Board waived the first reading of the proposed 2021 Solid Waste Facility Bond Ordinance (Resolution B2020-208) and set the date of the Public Hearing for November 17, 2020 (Resolution B2020-209).

**Attachments**

1. Proposed 2021 Solid Waste Facility Bond Ordinance
2. Proposed Schedule of Events - 2021 Solid Waste Facility Bond Sale

OFFICIAL SUMMARY OF ORDINANCE  
AUTHORIZING THE ISSUANCE OF  
GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS  
IN AN AGGREGATE AMOUNT NOT TO EXCEED \$19,700,000

This ordinance authorizes the issuance of bonds, notes or other obligations, in one or more series in an aggregate principal amount not to exceed \$19,700,000 for capital improvement needs.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL  
IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$19,700,000

A. WHEREAS, since 1989, Ramsey County, Minnesota (the “County”), has issued bonds to finance capital improvements identified in a capital improvement plan developed with citizen participation; and

B. WHEREAS, the Home Rule Charter of the County (the “Home Rule Charter”) is a desirable source of authority for the issuance of such bonds; and

C. WHEREAS, the County’s proposed capital improvement budget for 2021 contemplates undertaking capital improvements financed in part by bonds, notes or other obligations, in one or more series, in an estimated aggregate amount of \$19,700,000; and

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF RAMSEY DOES ORDAIN as follows:

1. Authorization of Bonds - The bonding and borrowing of money by the issuance of general obligation bonds, notes or other obligations, in one or more series from time to time as needed, in an aggregate principal amount not to exceed \$19,700,000 plus the amount of any premium paid with respect thereto (the “Bonds”) is hereby authorized to finance (1) the costs of improvements set forth in the 2021 capital improvement budget of the County, as approved and amended, (2) the costs of any other improvements set forth in the County’s capital improvement budgets of any year and any other capital expenditures authorized by the County,

to the extent proceeds of the Bonds are not expended on improvements set forth in the 2021 capital improvement budget, as approved and amended. The amount authorized under this Ordinance is in addition to amounts previously authorized under prior ordinances of the County.

2. Bonding Procedure and Terms - The Bonds shall be scheduled for sale and awarded for sale by resolutions. The specific amount, maturities, interest rates and other terms and conditions of the Bonds and covenants with respect to the Bonds shall be set or made by resolution.
3. Taxes - The Bonds shall be general obligations to which the full faith and credit and taxing powers of the County are pledged. The Bonds may also be paid from interest earnings on the debt service account, and from any other moneys appropriated by the County Board. The taxes levied for the payment of the Bonds shall not limit or reduce the ability of the County to levy taxes for the payment of the costs of other capital improvements or obligations issued to finance the payment of such costs
4. Authorization of Refunding Bonds - The bonding or borrowing of money by the issuance of bonds or other obligations to refund the Bonds is hereby authorized on the same basis as set forth in paragraphs 4 and 5 of Ordinance No. 93-292, authorizing the refunding of bonds issued prior to November 6, 1992. Further proceedings to schedule such refunding bonds for sale, to set the terms and conditions thereof, to make covenants with respect thereto and to award the sale thereof may be, and are hereby authorized to be, done or taken by resolution.
5. Referendum Upon Petition - This ordinance is subject to the ordinance procedure of the County's Home Rule Charter, including the holding of a referendum if a sufficient petition is filed within forty-five (45) days after its publication. Among other conditions to be met, a sufficient petition must be signed by registered voters of the County equal in number to ten percent (10%) of those who voted in the County for the office of President of the United States in the last general election.

ESTIMATED SCHEDULE OF EVENTS  
2021 SOLID WASTE FACILITY BOND SALE

Date

September 28	Legistar deadline – First Reading and Set Date for Public Hearing RBAs
October 12	Agenda Review and Final Docs - First Reading and Set Date for Public Hearing RBAs
<b>October 20</b>	Board meeting - First Reading of Ordinance and Set Date for Public Hearing RBAs (Public hearing shall be no sooner than 10 days after first reading is published)
<b>November 17</b>	Second Reading of Ordinance Hold Public Hearing
<b>December 1</b>	Action on Ordinance
December 9	Publication of Ordinance Forty-five (45) day Referendum Petition waiting period starts
December 14	Begin preparation of draft official statement
January 4	Draft official statement distributed for review internally
January 23	Ordinance becomes effective Referendum period closes 45 days after Ordinance Publication
<b>January 26</b>	Resolution authorizing bond sale
January 27	Post final Official Statement on internet Final Preliminary Official Statement delivered to rating agencies
February 1-5	Rating conferences conducted
February 9-11	Rating determination by Moody's and Standard & Poor's
February 22	Take bids on bonds
<b>February 23</b>	Board considers awarding the sale of bonds
March 18	Bond Proceeds Received

Highlighted dates are Board Actions



# Board of Commissioners

## Request for Board Action

Item Number: 2020-571

Meeting Date: 12/1/2020

**Sponsor:** Finance

**Title**

2021 Capital Improvement Program Bond Ordinance

**Recommendation**

Approve the 2021 Capital Improvement Program Bond Ordinance, which sets forth a procedure for issuance of the bonds.

**Background and Rationale**

The proposed 2021 Capital Improvement Program Bond Ordinance authorizes the issuance of general obligation bonds to finance County Board approved capital projects and sets the maximum amount of bond issuance at \$19,700,000. The total amount of bonds issued may be less, but cannot be more, than the maximum set in this proposed Ordinance. At a future date, the County Board will be requested to approve the actual amount of bonds issued and to award the sale of bonds to the best bidder.

Project financing included in the proposed 2021 CIP Bond Ordinance:

Proposed 2021 Proposed CIP Regular Projects	\$ 4,000,000
Proposed 2021 Proposed CIP Major Projects	<u>\$15,700,000</u>
2021 CIP Bond Ordinance amount	<u>\$ 19,700,000</u>

The proposed 2021 Capital Improvement Program Bond Ordinance includes bond financing for \$4,000,000 of Regular Projects and \$15,700,000 of Major Projects, as included in the proposed 2021 Capital Improvement Program Budget and Plan.

Ramsey County will issue bonds in accordance with Ordinance No. 93-292, adopted on July 29, 1993, which sets forth the procedure for issuing bonds via ordinance in compliance with the Ramsey County Home Rule Charter.

On November 17, 2020, a public hearing was held to afford an opportunity for the public to comment on the proposed 2021 Capital Improvement Program Bond Ordinance. No public comments were brought forth. With Board approval on December 1, 2020, the ordinance will become effective January 23, 2021, after which the County Board will be requested to authorize the bond sale on January 26, 2021, approve the final amount of bonds to be sold and set the bond sale date. The Finance Department anticipates a February 22, 2021 bond sale date and the award of the bonds considered by the County Board on February 23, 2021.

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

☐ Well-being      ☒ Prosperity      ☒ Opportunity      ☐ Accountability

**Racial Equity Impact**

This action by itself does not have a measurable racial equity impact, as the action is just one step in the

ordinance process required by the County Charter to issue bonds. The County plans to issue bonds to finance numerous capital improvement projects, each of which provides programs and services to the community. The racial equity impact is considered by the County departments during the development of the associated programs and services for each capital project.

**Community Participation Level and Impact**

Ramsey County issues bonds to finance capital improvements identified in its annual capital improvement plan which is developed with public participation through the capital Improvement Program Citizen's Advisory Committee (CIPAC), an advisory committee composed of up to 14 residents, appointed by the County Board, to assure public participation in the decision-making process. The County Board also holds a public hearing as part of the Bond Ordinance to afford the public an opportunity to comment on each proposed project. Direct community participation should be incorporated through the County departments in the development of the program and services associated with each capital project.

☒ Inform      ☒ Consult      ☒ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

The proposed 2021 Capital Improvement Program Bond Ordinance authorizes a maximum amount of bond issuance to finance the capital improvements identified in the County's 2021 Capital Improvement Program Budget and Financing Plan, subject to County Board approval.

**County Manager Comments**

Approval of the proposed Ordinance will set forth a procedure to issue the 2021 Capital Improvement Program Bonds. Bond financing aligns with the County's Opportunity and Prosperity goals by facilitating strategic capital investments which cultivate economic development and prosperity in the community.

**Last Previous Action**

On November 17, 2020, the County Board waived the second reading of the 2021 Capital Improvement Program Bond Ordinance (Resolution B2020-227) and held a public hearing.

On October 27, 2020, the County Board waived the first reading of the proposed 2021 Capital Improvement Program Bond Ordinance (Resolution B2020-215) and set the date of the Public Hearing for November 17, 2020 (Resolution B2020-216).

**Attachments**

1. Proposed 2021 Capital Improvement Program Bond Ordinance
2. Proposed Schedule of Events - 2021 Capital Improvement Program Bond Sale

OFFICIAL SUMMARY OF ORDINANCE  
AUTHORIZING THE ISSUANCE OF  
GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS  
IN AN AGGREGATE AMOUNT NOT TO EXCEED \$19,700,000

This ordinance authorizes the issuance of bonds, notes or other obligations, in one or more series in an aggregate principal amount not to exceed \$19,700,000 for capital improvement needs.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL  
IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$19,700,000

A. WHEREAS, since 1989, Ramsey County, Minnesota (the “County”), has issued bonds to finance capital improvements identified in a capital improvement plan developed with citizen participation; and

B. WHEREAS, the Home Rule Charter of the County (the “Home Rule Charter”) is a desirable source of authority for the issuance of such bonds; and

C. WHEREAS, the County’s proposed capital improvement budget for 2021 contemplates undertaking capital improvements financed in part by bonds, notes or other obligations, in one or more series, in an estimated aggregate amount of \$19,700,000; and

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF RAMSEY DOES ORDAIN as follows:

1. Authorization of Bonds - The bonding and borrowing of money by the issuance of general obligation bonds, notes or other obligations, in one or more series from time to time as needed, in an aggregate principal amount not to exceed \$19,700,000 plus the amount of any premium paid with respect thereto (the “Bonds”) is hereby authorized to finance (1) the costs of improvements set forth in the 2021 capital improvement budget of the County, as approved and amended, (2) the costs of any other improvements set forth in the County’s capital improvement budgets of any year and any other capital expenditures authorized by the County,

to the extent proceeds of the Bonds are not expended on improvements set forth in the 2021 capital improvement budget, as approved and amended. The amount authorized under this Ordinance is in addition to amounts previously authorized under prior ordinances of the County.

2. Bonding Procedure and Terms - The Bonds shall be scheduled for sale and awarded for sale by resolutions. The specific amount, maturities, interest rates and other terms and conditions of the Bonds and covenants with respect to the Bonds shall be set or made by resolution.
3. Taxes - The Bonds shall be general obligations to which the full faith and credit and taxing powers of the County are pledged. The Bonds may also be paid from interest earnings on the debt service account, and from any other moneys appropriated by the County Board. The taxes levied for the payment of the Bonds shall not limit or reduce the ability of the County to levy taxes for the payment of the costs of other capital improvements or obligations issued to finance the payment of such costs
4. Authorization of Refunding Bonds - The bonding or borrowing of money by the issuance of bonds or other obligations to refund the Bonds is hereby authorized on the same basis as set forth in paragraphs 4 and 5 of Ordinance No. 93-292, authorizing the refunding of bonds issued prior to November 6, 1992. Further proceedings to schedule such refunding bonds for sale, to set the terms and conditions thereof, to make covenants with respect thereto and to award the sale thereof may be, and are hereby authorized to be, done or taken by resolution.
5. Referendum Upon Petition - This ordinance is subject to the ordinance procedure of the County's Home Rule Charter, including the holding of a referendum if a sufficient petition is filed within forty-five (45) days after its publication. Among other conditions to be met, a sufficient petition must be signed by registered voters of the County equal in number to ten percent (10%) of those who voted in the County for the office of President of the United States in the last general election.

ESTIMATED SCHEDULE OF EVENTS  
2021 CIP BOND SALE

Date

October 5, 2020	Legistar deadline – First Reading and Set Date for Public Hearing RBAs
October 19, 2020	Agenda Review and Final Docs - First Reading and Set Date for Public Hearing RBAs
<b>October 27, 2020</b>	First Reading of Ordinance Set Date for Public Hearing (No sooner than 10 days after first reading)
<b>November 17</b>	Second Reading of Ordinance Hold Public Hearing
<b>December 1</b>	Action on Ordinance
December 9	Publication of Ordinance Forty-five (45) day Referendum Petition waiting period starts
December 14	Begin preparation of draft official statement
January 4	Draft official statement distributed for review internally
January 23	Ordinance becomes effective Referendum period closes 45 days after Ordinance Publication
<b>January 26</b>	Resolution authorizing bond sale
January 27	Post final Official Statement on internet Final Preliminary Official Statement delivered to rating agencies
February 1-5	Rating conferences conducted
February 9-11	Rating determination by Moody's and Standard & Poor's
February 22	Take bids on bonds
<b>February 23</b>	Board considers awarding the sale of bonds
March 18	Bond Proceeds Received

Highlighted dates are Board Actions

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2020-559

**Meeting Date:** 12/1/2020

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**Sponsor:** County Manager's Office

**Title**

Proposed Housing Stability Department Ordinance - Waive the First Reading

**Recommendation**

Waive the First Reading of the proposed Housing Stability Department Ordinance.

**Background**

Housing stability for residents has been a focus of Ramsey County for the last decade, but progress and coordination across stakeholders has been difficult to achieve. Building on the work of the Interdepartmental Housing Council, in 2019 an interim manager of Housing Stability was appointed to increase responsiveness and improve service coordination. The 2020-2021 budget included an initiative to effectively address homelessness by reducing the fragmentation in our current system through reorganization.

The new Housing Stability Department will align all County housing services and programs in one organization. Further, the financing and development of housing infrastructure will be consolidated within the Community & Economic Development department, which is also within the Economic Growth and Community investment (EGCI) Service Team.

Placement of the new Housing Stability Department within the EGCI Service Team strategically and operationally aligns all resources, funding, staffing and programs along the housing continuum: Emergency Housing > Supportive Housing > Subsidized Housing > Long-Term Stability within one Service Team to improve the delivery of services to our residents.

After creation of the department, budget and FTEs supporting housing stability functions will be transferred to the Housing Stability Department from the Health & Wellness Service Team (HWST) and the Incident Management Team (IMT).

The Ramsey County Home Rule Charter section 5.01A.1 states that acts of the County Board which shall be by ordinance include the following: Establish, structure, merge, or abolish any county department, office, agency, board or commission, except as provided for in this charter.

The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law. Both readings may be waived if a copy of the ordinance is supplied to each member of the County Board prior to its introduction.

In accordance with these requirements, the proposed Housing Stability Department Ordinance was provided to each Commissioner prior to its introduction on December 1, 2020. Therefore, the first reading may be waived by duly made motion and majority vote.

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

Discrimination and racism in the private sector housing market and public policies contribute greatly to the current inequity in housing status in the county and nationwide. The issue of unsheltered homelessness was significant before the outbreak of COVID-19 and exponentially increased since the pandemic began. Recent data for Ramsey County indicates African Americans and American Indians are over ten times more likely per capita to be homeless than whites.

**Community Participation Level and Impact**

Ramsey County supports other local governments, service providers and community partners who serve residents experiencing, or on the verge of, homelessness. Significant community engagement informed the decision to consolidate housing stability functions in a single organization. The County will continue to partner with the community, including those experiencing homelessness, and support other agencies to ensure that the needs of the unsheltered population are met.

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

Funding for housing stability functions to be subsequently transferred to EGCI from the HWST are included in the approved 2021 budget. Subsequent Requests for Board Action will address funding for homelessness response functions to be transferred to EGCI from the IMT and any additional Housing Stability Department needs.

**County Manager Comments**

The Ordinance procedures outlined in the Ramsey County Home Rule Charter have been adhered to. Proposed actions to establish a Housing Stability Department will better position Ramsey County to make progress toward its vision, mission and goals and its strategic priorities. The proposed actions will reduce fragmentation in the current system by reorganizing staff and functions to better coordinate housing services.

**Last Previous Action**

None

**Attachments**

1. Proposed Housing Stability Department Ordinance
2. Proposed Schedule of Events

## An ordinance requiring the establishment of the Housing Stability Department

WHEREAS, Housing stability for our residents has been a focus of Ramsey County for the last decade, but progress and coordination across stakeholders has been difficult to achieve. Building on the work of the Interdepartmental Housing Council, in 2019 an interim manager of Housing Stability was appointed to increase responsiveness and improve service coordination. This work has previously been done within the Health and Wellness Service Team (“HWST”) and the Incident Management Team (“IMT”). The 2020-21 budget included an initiative to effectively address homelessness by reducing fragmentation in our current system through reorganization; and

WHEREAS, the establishment of a Housing Stability Department will align all county housing services, resources, staffing and programs in one organization. Further, the financing and development of housing infrastructure will be consolidated within the Community and Economic Department, which is within the Economic Growth and Community Investment (“EGCI”) Service Team; and

WHEREAS, the County Board has determined that it would be in the best interests of the County to establish the Department of Housing Stability, and place it within the EGCI; and

WHEREAS, after establishing the Housing Stability Department, budget and FTEs supporting housing stability functions will be transferred to the department from the HWST and IMT; and

WHEREAS, Section 5.01 of the Ramsey County Home Rule Charter requires that the establishment, structure, merger or abolishment of a department, office, agency, board or commission, must occur by approval of an ordinance; and

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF RAMSEY DOES HEREBY ORDAIN, that the Housing Stability Department is established, and shall be placed within the EGCI; and

BE IT FURTHER ORDAINED, that the budget and FTEs supporting housing stability functions will be transferred to the department from the HWST and IMT.



PROPOSED SCHEDULE OF EVENTS  
Establish Housing Stability Department

December 1, 2020	First Reading of Ordinance Set Date for Public Hearing
December 9, 2020	Publication of Ordinance
December 22, 2020	Second Reading of Ordinance Hold Public Hearing
January 12, 2021	Action on Adoption of Ordinance
February 19, 2021	Effective date of Ordinance (45-day referendum period ends)

# Board of Commissioners

## Request for Board Action

**Item Number:** 2020-563

**Meeting Date:** 12/1/2020

**Sponsor:** County Manager's Office

**Title**

Proposed Housing Stability Department Ordinance - Set the Public Hearing Date

**Recommendation**

Set the date and time for the Public Hearing regarding the proposed Housing Stability Department Ordinance for December 22, 2020, at 9:00 a.m., or as soon as possible thereafter, in the Council Chambers of the Ramsey County Court House, for the purpose of taking public comments.

**Background**

The new Housing Stability Department will align all County housing services and programs in one organization. Further, the financing and development of housing infrastructure will be consolidated within the Community & Economic Development department, which is also within the Economic Growth and Community investment (EGCI) Service Team

Placement of the new Housing Stability Department within the EGCI Service Team strategically and operationally aligns all resources, funding, staffing and programs along the housing continuum: Emergency Housing > Supportive Housing > Subsidized Housing > Long-Term Stability within one Service Team to improve the delivery of services to our residents.

After creation of the department, budget and Full Time Equivalents supporting housing stability functions will be transferred to the Housing Stability Department from the Health & Wellness Service Team (HWST) and the Incident Management Team (IMT).

The Ramsey County Home Rule Charter section 5.01A.1 states that acts of the County Board which shall be by ordinance include the following: Establish, structure, merge, or abolish any county department, office, agency, board or commission, except as provided for in this charter.

The Ramsey County Home Rule Charter section 5.02 states that every proposed ordinance shall hold a public hearing as required by law.

**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**

Information about this action is made available through County Board documentation published on the County's website at

<https://www.ramseycounty.us/your-government/leadership/board-commissioners/board-meetings->

[information>](#) .

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

**Fiscal Impact**

There is no fiscal impact associated with the proposed action.

**County Manager Comments**

The Ordinance procedures outlined in the Ramsey County Home Rule Charter have been adhered to.

**Last Previous Action**

None

**Attachments**

1. Proposed Housing Stability Department Ordinance
2. Public Hearing Notice
3. Proposed Schedule of Events

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## PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a public hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, December 22, 2020, in the Council Chambers, third floor of the Court House, 15 West Kellogg Boulevard, Saint Paul, Minnesota 55102.

This public hearing will be conducted in order to afford the public an opportunity to comment on the proposed Ordinance to establish a new Housing Stability Department.

The entire proposed Ordinance can be found on Ramsey County's web site [www.ramseycounty.us](http://www.ramseycounty.us) (under the Public Notice section on the Board of Commissioners' page), or obtained by calling Janet Guthrie, Chief Clerk – County Board (651) 266-8014.

Persons who intend to testify are requested to contact the Chief Clerk – County Board prior to Tuesday December 22, 2020.

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