



Board of Commissioners

Agenda

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

April 27, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

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. 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 April 27, 2021 is Presented for Approval.** [2021-182](#)

Sponsors: County Manager's Office

Approve the agenda of April 27, 2021.

2. **Minutes from April 20, 2021 are Presented for Approval** [2021-195](#)

Sponsors: County Manager's Office

Approve the April 20, 2021 Minutes.

PROCLAMATION

3. **Proclamation: Fair Housing Month** [2021-217](#)

Sponsors: County Manager's Office

INFORMATION

4. **COVID Information** [2021-218](#)

Sponsors: County Manager's Office

ADMINISTRATIVE ITEMS

5. **Repurchase of a Tax-forfeited Property Located at 53 Cook Avenue West, Saint Paul, MN 55117** [2021-200](#)

Sponsors: Property Tax and Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:

Commissioner District 3

PIN: 30-29-22-23-0025

Property Address: 53 Cook Avenue West, Saint Paul, MN 55117

Repurchase Amount Due to Date: \$14,342.64

2. Approve the repurchase of the above tax-forfeited property by Lori Dittel, heir to the estate of

Leonard D. Jurek, fee owner at the time of forfeiture, ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will a) execute a repurchase contract; and b) provide the required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs and maintenance costs at the time of execution.

6. Repurchase of a Tax-forfeited Property Located at 78 10th Street East, Unit P291, Saint Paul, MN 55101

[2021-201](#)

Sponsors: Property Tax and Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:

Commissioner District 5

PIN: 31-29-22-43-1260

Property Address: 78 10th Street East, Unit P291, Saint Paul, MN 55101

Repurchase Amount Due to Date: \$830.70

2. Approve the repurchase of the above tax-forfeited property by The Pointe of Saint Paul Condominium Association, an entity granted the right to pay property taxes in a recorded declaration at the time of forfeiture, ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will a) execute a repurchase contract; and b) provide the required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs and maintenance costs at the time of execution

7. Repurchase of a Tax-forfeited Property Located at 353 Larch Street, Saint Paul, MN 55117

[2021-203](#)

Sponsors: Property Tax and Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:

Commissioner District 3

PIN: 25-29-23-43-0023

Property Address: 353 Larch Street, Saint Paul, MN 55117

Repurchase Amount Due to Date: \$66,800.77

2. Approve the repurchase of the above tax-forfeited property by Anthony Costanza on behalf of CMA Investment, LLC., fee owner at the time of forfeiture, ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will a) execute a repurchase contract; and b) provide the

required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs and maintenance costs at the time of execution.

8. Cancellation of 2020 Forfeiture of 903 Burr Street, Saint Paul MN 55130 [2021-204](#)

Sponsors: Property Tax and Election Services

Approve the cancellation of the 2020 forfeiture of 903 Burr Street, Saint Paul MN 55130, PIN: 29-29-22-31-0049.

9. COVID-19 Disaster Recovery National Dislocated Worker Grant Award from the Minnesota Department of Employment and Economic Development. [2021-216](#)

Sponsors: Workforce Solutions

1. Ratify the submission of an application to the Minnesota Department of Employment and Economic Development for the COVID-19 Disaster Recovery National Dislocated Worker Grant in an amount of \$280,000.
2. Accept a grant award of \$295,648 and approve a grant agreement with the Minnesota Department of Employment and Economic Development for COVID-19 Disaster Recovery National Dislocated Worker Grant for the period of April 20, 2021 through June 30, 2022.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to apply for and accept additional COVID-19 Disaster Recovery National Dislocated Worker Grant funds from the Minnesota Department of Employment and Economic Development for the period of April 27, 2021 through June 30, 2022 in a form approved by the County Attorney's office.
6. Authorize the County Manager to make temporary cash loans, as needed, from the County General Fund to Workforce Solutions to cover program expenses until program funds are received, with repayment to be made upon receipt of the funds.

POLICY ITEM

10. Metro Transit Presentation and 2021 Annual Operating Grant Agreement with Metropolitan Council [2021-206](#)

Sponsors: Public Works

1. Approve the 2021 Annual Operating Grant Agreement with the Metropolitan Council for METRO Green Line Transitway Service Operating Assistance of \$5,757,357 from Ramsey County for the period January 1, 2021 through December 31, 2021.
2. Authorize the Chair and Chief Clerk to execute the 2021 Annual Operating Grant Agreement.

LEGISLATIVE UPDATE

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE**ADJOURNMENT**

Following County Board Meeting:

Regional Railroad Authority Meeting - Council Chambers – Courthouse Room 300

1:30 p.m. - County Board Virtual Workshop: Update on Advisory Councils (part two)

Join online via Zoom:

<https://zoom.us/j/99756214256?pwd=c3NuZGVWSEdxNWVsbk5QbnNLUU11Zz09>

Webinar ID: 997 5621 4256 | Passcode: 040621 | Phone: 651-372-8299

Advance Notice:

May 4, 2021 County board meeting – Council Chambers

May 11, 2021 County board meeting – Council Chambers

May 18, 2021 County board meeting – Council Chambers

May 25, 2021 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2021-182

Meeting Date: 4/27/2021

Sponsor: County Manager's Office

Title

Agenda of April 27, 2021 is Presented for Approval.

Recommendation

Approve the agenda of April 27, 2021.



Board of Commissioners

Request for Board Action

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

Item Number: 2021-195

Meeting Date: 4/27/2021

Sponsor: County Manager's Office

Title

Minutes from April 20, 2021 are Presented for Approval

Recommendation

Approve the April 20, 2021 Minutes.

Attachments

1. April 20, 2021 Minutes

Board of Commissioners

Minutes

April 20, 2021 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met virtually in regular session at 9:01 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 Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

1. Agenda of April 20, 2021 is Presented for Approval. [2021-181](#)

Sponsors: County Manager's Office

Approve the agenda of April 20, 2021.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

2. Minutes from April 13, 2021 are Presented for Approval [2021-194](#)

Sponsors: County Manager's Office

Approve the April 13, 2021 Minutes.

Motion by Reinhardt, seconded by MatasCastillo. Motion passed.

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

PROCLAMATION

3. Administrative Professional Day and Administrative Professionals Week [2021-150](#)

Sponsors: Human Resources

Presented by Commissioner Ortega. Administrative staff who were present to accept the proclamation on behalf all Ramsey County administrative staff were: Jaime LaVigne, Health and Wellness Service Team, Beverly Hammond, Ramsey County Board Office, Rob Sheehan, Information and Public Records Service Team, Cindy Davy, Ramsey County Sheriff's Office, September Brown, Social Services, Mark Underwager, Social Services, Donn Lindstrom, Veterans Services. Discussion can be found on archived video.

COVID UPDATE

Presented by County Manager Ryan O'Connor, Kathy Hedin, Deputy County Manager - Health and Wellness Service Team, Laura Anderson, Deputy Incident Commander - Public Health. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS**4. Agreements with Cities for Voting Equipment and Elections Services [2021-179](#)**

Sponsors: Information and Public Records Administration

1. Approve the agreements with the cities of Falcon Heights, North Saint Paul, Roseville, and Vadnais Heights for election services, for an initial term from January 1, 2021 through December 31, 2026, and renewable for one additional two-year term.
2. Authorize the Chair and Chief Clerk to execute the agreements.
3. Authorize the County Manager to execute amendments to the agreements in accordance with the provisions of the agreements and with all other terms and conditions remaining the same, and in a form approved by the County Attorney's Office.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-087

5. Local Unified Plan for 2021-2024 [2021-178](#)

Sponsors: Workforce Solutions

1. Approve the submission of the Local Unified Plan for Adult Employment Services in Program Years 2021-2024 (July 1, 2021 - June 30, 2024) to the Minnesota Department of Employment and Economic Development as required by the Workforce Innovation and Opportunity Act.
2. Authorize the County Manager to apply for and accept grant funds once funds become available from the Minnesota Department of Employment and Economic Development.
3. Authorize the County Manager to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and amendments to agreements in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to make temporary cash loans, as needed, from the County General Fund to Workforce Solutions to cover program expenses until Federal and State youth program funds are received, with repayment to be made upon receipt of the funds.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-088

6. February 2021 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments [2021-189](#)

Sponsors: Finance

Accept the monthly report of contracts, grant and revenue agreements, emergency purchases, sole source and single source purchases and final payments for the month of February 2021.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Resolution: B2021-089

LEGISLATIVE UPDATE

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

COUNTY CONNECTIONS

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

ADJOURNMENT

Chair Carter declared the meeting adjourned at 10:19 a.m.

CLOSED MEETING

Re: RCRRA v. M. A. Mortenson Company and ThyssenKrupp Elevator Corporation (62-CV-18-7284)

The closed meeting of the Ramsey County Regional Railroad Authority was called to order at 10:36 a.m. with the following members present: Commissioners Carter, Frethem, MatasCastillo, McGuire, McDonough, Reinhardt and Chair Ortega. Also present: Ryan O'Connor, County Manager; Sam Clark, Civil Division Director, Office of the Ramsey County Attorney. Also present: Johanna Berg, Deputy County Manager; Alex Kotze, Chief Financial Officer, Finance; Jean Kruger, Director of Property Management; Amy Schmidt, Assistant County Attorney, Civil Division, Office of the Ramsey County Attorney; and Claire Heitman, Civil Division, Office of the Ramsey County Attorney. Also present was the following outside counsel: Scott Benson, Briol & Benson, PLLC.

The board directed Ramsey County staff to proceed as discussed in the closed meeting.

The closed meeting was adjourned at 11:11 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2021-217

Meeting Date: 4/27/2021

Sponsor: Board of Commissioners

Title

Proclamation: Fair Housing Month

Attachments

1. Proclamation

Proclamation

WHEREAS, The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, Ramsey County is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, Our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, More than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and


WHEREAS, Acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness; Now, Therefore Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares April 2021 as Fair Housing Month in Ramsey County; And Be It Further

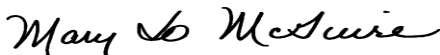
PROCLAIMED, As an inclusive community, Ramsey County is committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of Ramsey County.



Toni Carter, Board Chair, District 4



Nicole Frethem, Commissioner, District 1



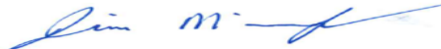
Mary Jo McGuire, Commissioner, District 2



Trista MatasCastillo, Commissioner, District 3



Rafael E. Ortega, Commissioner, District 5



Jim McDonough, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Ryan T. O'Connor, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2021-218

Meeting Date: 4/27/2021

Sponsor: County Manager's Office

Title
COVID Information

Information

Daily COVID-19 situation update dashboard

<https://www.ramseycounty.us/coviddashboard>

This COVID-19 dashboard provides information on cases, rates of infection, testing, demographics and other information about COVID-19 in Ramsey County. The dashboard uses data from the Minnesota Department of Health which is reviewed by Saint Paul - Ramsey County Public Health and posted daily.

COVID-19 vaccine information webpage and email updates

<https://www.ramseycounty.us/COVIDvaccine> <https://www.ramseycounty.us/covid-19-info/covid-19-vaccine>

Provides current COVID-19 vaccine information, timelines, education and safety resources, and connections to vaccination programs. Users can also subscribe to receive vaccine news updates by email and text message (note: This is a subscription to receive news only; it is not a method to sign up to receive vaccine.)

COVID-19 vaccine distribution by week

<https://www.ramseycounty.us/covid-19-info/covid-19-vaccine/covid-19-vaccinations-week>

This webpage provides an updated weekly summary of the number of doses of COVID-19 Saint Paul - Ramsey County Public Health has received, how many doses it has administered, the number of clinics held and other information.

Weekly COVID-19 email updates

<https://www.ramseycounty.us/covid-19-info/news-data/covid-19-news-updates>

Every other week, Ramsey County sends an e-newsletter with information on service delivery changes, health updates, upcoming virtual events and community resources.

Coronavirus Disease 2019 (COVID-19) Information

<https://www.ramseycounty.us/Coronavirus>

Regular updates and resources related to COVID-19 including changes to county services; health information and translated materials; community and business resources; employment assistance; racial equity and community engagement; and opportunities to help and stay informed.

Board of Commissioners

Request for Board Action

Item Number: 2021-200

Meeting Date: 4/27/2021

Sponsor: Property Tax & Election Services

Title

Repurchase of a Tax-forfeited Property Located at 53 Cook Avenue West, Saint Paul, MN 55117

Recommendation

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
Commissioner District 3
PIN: 30-29-22-23-0025
Property Address: 53 Cook Avenue West, Saint Paul, MN 55117
Repurchase Amount Due to Date: \$14,342.64
2. Approve the repurchase of the above tax-forfeited property by Lori Dittel, heir to the estate of Leonard D. Jurek, fee owner at the time of forfeiture, ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will a) execute a repurchase contract; and b) provide the required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs and maintenance costs at the time of execution.

Background and Rationale

The subject property is located at 53 Cook Avenue West and is an occupied single-family house located in the North End-South Como neighborhood of Saint Paul. Property taxes for 2010, 2011, 2012, 2013 and 2019 were unpaid and the property forfeited to the state on August 3, 2020. The repurchase applicant is Lori Dittel, heir to the estate of Leonard D. Jurek, fee owner at the time of forfeiture, ("Repurchaser").

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

The Department of Property Tax & Election Services ("Department") has reviewed the repurchase application and supporting documentation and finds Repurchaser has experienced personal and financial hardship which eventually led to the forfeiture of the property.

Based on these findings the Department recommends approval of the repurchase application, thereby correcting any undue hardship or injustice resulting from the forfeiture due to the loss of the property.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☐ Opportunity ☐ Accountability

Racial Equity Impact

While the racial equity impact of repurchasing one parcel is unclear, Targeted Community data and neighborhood racial demographics provide marginal insight. This property is located in a Targeted Community, as defined by Minnesota Statutes, section 469.201, subd. 10. More than 66% of households in the North End-

South Como neighborhood are non-white, as compared to only 43.3% of non-white households throughout all of Saint Paul, which makes this an area more racially diverse than most of Saint Paul. Investments made in this community can positively impact racial equity.

Community Participation Level and Impact

The department informed the City of Saint Paul about the property. The Saint Paul City Council passed a resolution recommending the County Board approve the repurchase. The community is informed about this action through County Board documentation, which is 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

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

County Manager Comments

Minnesota Statutes, section 282.241, subd. 1 requires the County Board to make a final determination of whether or not undue hardship or injustice resulting from the forfeiture will be corrected, or that permitting the repurchase will promote the use of the land that will best serve the public interest. Minnesota Statutes, section 282.261, subd. 5 requires the County Board to approve conditions on repurchase of tax forfeited lands limiting the use of the parcel subject to the repurchase.

Last Previous Action

None.

Attachments

1. City of Saint Paul Resolution No. RLH OA 21-2, Dated: March 3, 2021
2. Map of property



City of Saint Paul

Certified Copy

Resolution LH Other Appeal Type: RLH OA 21-2

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

File Number: RLH OA 21-2

Making recommendation to Ramsey County on the application of Lori R. Dittel, heir of Fee Owners, for repurchase of tax forfeited property at 53 COOK AVENUE WEST.

WHEREAS, the Board of Ramsey County Commissioners has referred a repurchase application for property at 53 Cook Avenue West to the City of Saint Paul for a recommendation;

WHEREAS, the City of Saint Paul has reviewed police, building, and property maintenance code violations within the past five years; and

WHEREAS, the City of Saint Paul has determined that the property at 53 Cook Avenue West is a not municipal problem; therefore, be it

RESOLVED the City of Saint Paul recommends that the Board of Ramsey County Commissioners approve the repurchase application for the property at 53 Cook Avenue West, and

RESOLVED, that the City Clerk is requested to forward a certified copy of this Council resolution to the Ramsey County Tax Forfeited Land Office, 90 Plato Boulevard West for final processing.

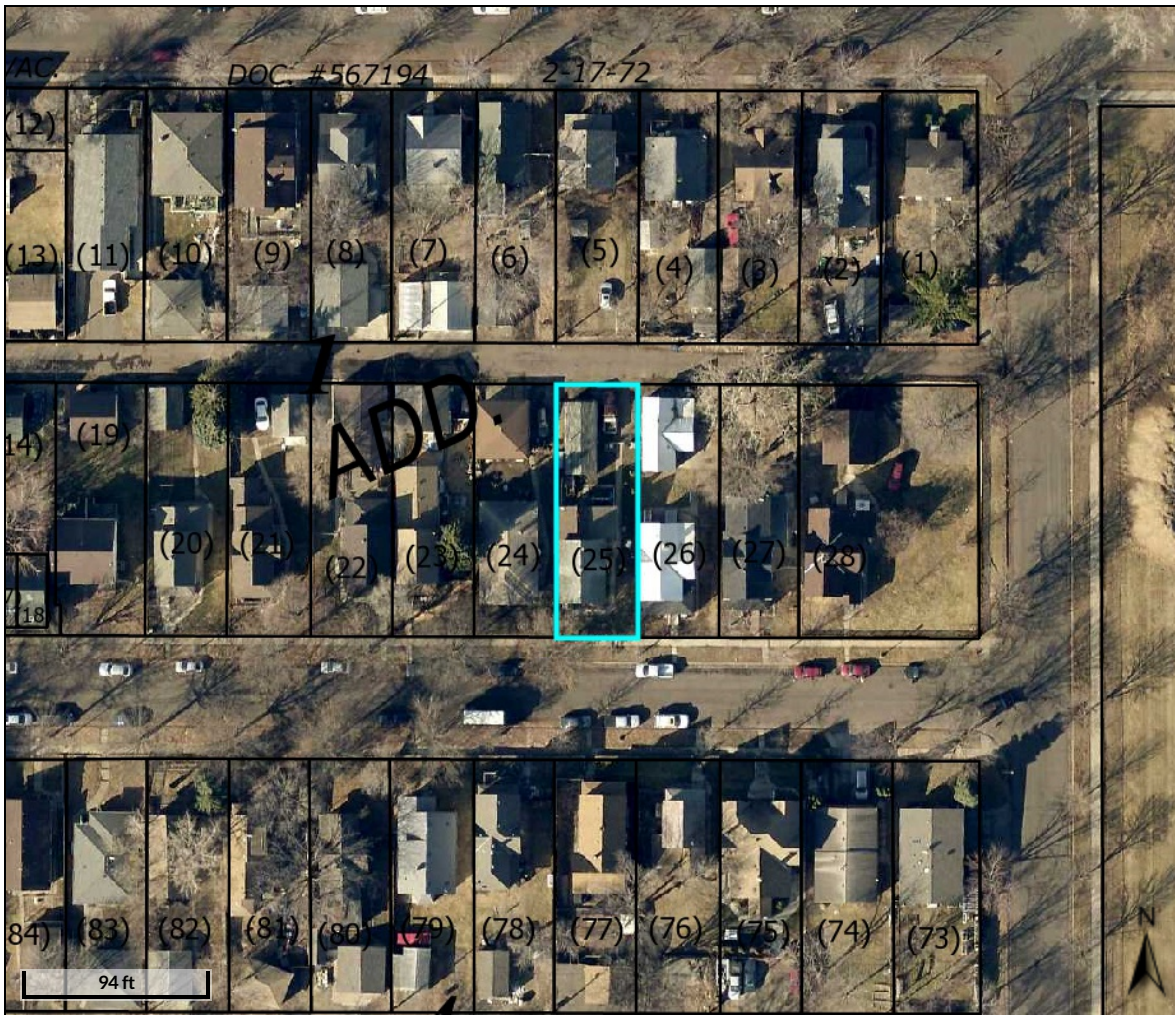
I, Shari Moore, City Clerk of the City of Saint Paul, Minnesota, do hereby certify that I have compared the attached copy of RLH OA 21-2 as adopted by the City Council on 2/25/2021 and approved by the Mayor with the original thereof on file in my office.

Attest:

Shari Moore

March 03, 2021





Date Certified



Overview



Legend

-  Tax Parcel
-  Ramsey County
-  Waterbody
-  Parcel Info

Parcel ID<	302922230025	Alternate ID	n/a	Owner	RAMSEY CO TAX FORF LAND
Sec/Twp/Rng	30/029/022	Tax	1A-Residential	Address	STATE OF MN TRUST
Property	53 COOK AVE	Classification	Homestead		EXEMPT
Address	W	Parcel Area	0.11		PO BOX 64097
	ST PAUL				ST PAUL MN 55164-0097
Tax Authority Group (TAG)	ST PAUL 625 C				
Brief Tax Description	Lot 22 Block 1 of J. F. EISENMENGER'S, ADDITION T				
	LOT 22 BLK 1				
	(Note: Not to be used on legal documents)				

Date created: 10/20/2020
Last Data Uploaded: 10/20/2020 7:03:23 AM

Developed by  Schneider
GEOSPATIAL

Board of Commissioners

Request for Board Action

Item Number: 2021-201

Meeting Date: 4/27/2021

Sponsor: Property Tax & Election Services

Title

Repurchase of a Tax-forfeited Property Located at 78 10th Street East, Unit P291, Saint Paul, MN 55101

Recommendation

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
Commissioner District 5
PIN: 31-29-22-43-1260
Property Address: 78 10th Street East, Unit P291, Saint Paul, MN 55101
Repurchase Amount Due to Date: \$830.70
2. Approve the repurchase of the above tax-forfeited property by The Pointe of Saint Paul Condominium Association, an entity granted the right to pay property taxes in a recorded declaration at the time of forfeiture, ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will a) execute a repurchase contract; and b) provide the required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs and maintenance costs at the time of execution

Background and Rationale

The subject property is located at 78 10th Street East, Unit P291 and is a residential condo garage parking space located in the Downtown neighborhood of Saint Paul. Property taxes for 2016, 2017, 2018 and 2019 were unpaid and the property forfeited to the state on August 3, 2020. The repurchase applicant is The Pointe of Saint Paul Condominium Association, an entity granted the right to pay property taxes in a recorded declaration at the time of forfeiture, ("Repurchaser").

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

The Department of Property Tax & Election Services ("Department") has reviewed the repurchase application and supporting documentation and finds Repurchaser has experienced personal and financial hardship which eventually led to the forfeiture of the property.

Based on these findings the Department recommends approval of the repurchase application, thereby correcting any undue hardship or injustice resulting from the forfeiture due to the loss of the property.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☐ Opportunity ☐ Accountability

Racial Equity Impact

While the racial equity impact of repurchasing one parcel is unclear, Targeted Community data and

neighborhood racial demographics provide marginal insight. Fewer than 32% of households in the Downtown neighborhood are non-white, as compared to 43.3% of non-white households throughout all of Saint Paul, which makes this an area less racially diverse than most of Saint Paul. This property is not located in a Targeted Community, as defined by Minnesota Statutes, section 469.201, subd. 10.

Community Participation Level and Impact

The department informed the City of Saint Paul about the property. The Saint Paul City Council passed a resolution recommending the County Board approve the repurchase. The community is informed about this action through County Board documentation, which is 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

Revenue from sales of tax-forfeited property is deposited into the Tax Forfeited Land Sale Fund.

Net proceeds in the Fund, after paying administration costs and assessments, are distributed 40% to the County, 40% to the School District and 20% to the City of Saint Paul on an annual basis.

County Manager Comments

Minnesota Statutes, section 282.241, subd. 1 requires the County Board to make a final determination of whether or not undue hardship or injustice resulting from the forfeiture will be corrected, or that permitting the repurchase will promote the use of the land that will best serve the public interest. Minnesota Statutes, section 282.261, subd. 5 requires the County Board to approve conditions on repurchase of tax forfeited lands limiting the use of the parcel subject to the repurchase.

Last Previous Action

None.

Attachments

- 1.City of Saint Paul Resolution
- 2.Map of property



City of Saint Paul

Certified Copy

Resolution LH Other Appeal Type: RLH OA 21-3

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

File Number: RLH OA 21-3

Making recommendation to Ramsey County on the application of The Pointe of Saint Paul Condominium Association for repurchase of tax forfeited property at 78 TENTH STREET EAST, UNIT P291 (PIN ID 31-29-22-43-1260).

WHEREAS, the Board of Ramsey County Commissioners has referred a repurchase application for property at 78 Tenth Street East, Unit P291 to the City of Saint Paul for a recommendation;

WHEREAS, the City of Saint Paul has reviewed police, building, and property maintenance code violations within the past five years; and

WHEREAS, the City of Saint Paul has determined that the property at 78 Tenth Street East, Unit is a not municipal problem; therefore, be it

RESOLVED the City of Saint Paul recommends that the Board of Ramsey County Commissioners approve the repurchase application for the property at 78 Tenth Street East, Unit P291; and

RESOLVED, that the City Clerk is requested to forward a certified copy of this Council resolution to the Ramsey County Tax Forfeited Land Office, 90 Plato Boulevard West for final processing.

I, Shari Moore, City Clerk of the City of Saint Paul, Minnesota, do hereby certify that I have compared the attached copy of RLH OA 21-3 as adopted by the City Council on 2/25/2021 and approved by the Mayor with the original thereof on file in my office.

Attest:

Shari Moore

March 03, 2021





Date Certified



Overview



Legend

-  Tax Parcel
-  Ramsey County
-  Waterbody
-  Parcel Info

Parcel ID<	312922431260	Alternate ID	n/a	Owner	RAMSEY CO TAX FORF
Sec/Twp/Rng	31/029/022	Tax	4BB1-Residential Non-Homestead	Address	LAND
Property	78 10TH ST E	Classification	single unit		STATE OF MN TRUST
Address	P291	Parcel Area	0.0029		EXEMPT
	ST PAUL				PO BOX 64097
					ST PAUL MN 55164-0097
Tax Authority Group (TAG)	ST PAUL 625 C				
Brief Tax Description	Lot P291 of CIC NO 499 THE PT OF ST PAUL				
	UNIT P291				
	(Note: Not to be used on legal documents)				

Date created: 10/20/2020
Last Data Uploaded: 10/20/2020 7:03:23 AM

Developed by  Schneider
GEOSPATIAL

Board of Commissioners

Request for Board Action

Item Number: 2021-203

Meeting Date: 4/27/2021

Sponsor: Property Tax & Election Services

Title

Repurchase of a Tax-forfeited Property Located at 353 Larch Street, Saint Paul, MN 55117

Recommendation

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
Commissioner District 3
PIN: 25-29-23-43-0023
Property Address: 353 Larch Street, Saint Paul, MN 55117
Repurchase Amount Due to Date: \$66,800.77
2. Approve the repurchase of the above tax-forfeited property by Anthony Costanza on behalf of CMA Investment, LLC., fee owner at the time of forfeiture, ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will a) execute a repurchase contract; and b) provide the required down-payment or payment-in-full of all back taxes, interest, penalties, recording fees and costs and maintenance costs at the time of execution.

Background and Rationale

The subject property is located at 353 Larch Street and is an operating commercial autobody repair shop located in the North End-South Como neighborhood of Saint Paul. Property taxes for 2014, 2015, 2017 and 2019 were unpaid and the property forfeited to the state on August 3, 2020. The repurchase applicant is Anthony Costanza on behalf of CMA Investment, LLC., fee owner at the time of forfeiture, ("Repurchaser").

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

The Department of Property Tax & Election Services ("Department") has reviewed the repurchase application and supporting documentation and finds Repurchaser has experienced personal and financial hardship which eventually led to the forfeiture of the property.

Based on these findings the Department recommends approval of the repurchase application, thereby correcting any undue hardship or injustice resulting from the forfeiture due to the loss of the property.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☐ Opportunity ☐ Accountability

Racial Equity Impact

While the racial equity impact of repurchasing one parcel is unclear, Targeted Community data and neighborhood racial demographics provide marginal insight. This property is located in a Targeted Community, as defined by Minnesota Statutes, section 469.201, subd. 10. More than 66% of households in the North End-

South Como neighborhood are non-white, as compared to only 43.3% of non-white households throughout all of Saint Paul, which makes this an area more racially diverse than most of Saint Paul. Investments made in this community can positively impact racial equity.

Community Participation Level and Impact

The department informed the City of Saint Paul about the property. The Saint Paul City Council passed a resolution recommending the County Board approve the repurchase. The community is informed about this action through County Board documentation, which is 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

Revenue from sales of tax-forfeited property is deposited into the Tax Forfeited Land Sale Fund.

Net proceeds in the Fund, after paying administration costs and assessments, are distributed 40% to the County, 40% to the School District and 20% to the City of Saint Paul on an annual basis.

County Manager Comments

Minnesota Statutes, section 282.241, subd. 1 requires the County Board to make a final determination of whether or not undue hardship or injustice resulting from the forfeiture will be corrected, or that permitting the repurchase will promote the use of the land that will best serve the public interest. Minnesota Statutes, section 282.261, subd. 5 requires the County Board to approve conditions on repurchase of tax forfeited lands limiting the use of the parcel subject to the repurchase.

Last Previous Action

None.

Attachments

1. City of Saint Paul Resolution
2. Map of property



City of Saint Paul

Certified Copy

Resolution LH Other Appeal Type: RLH OA 21-4

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

File Number: RLH OA 21-4

Making recommendation to Ramsey County on the application of Anthony Costanza on behalf of CMA Investment, LLC for repurchase of tax forfeited property at 353 LARCH STREET.

WHEREAS, the Board of Ramsey County Commissioners has referred a repurchase application for property at 353 Larch Street to the City of Saint Paul for a recommendation;

WHEREAS, the City of Saint Paul has reviewed police, building, and property maintenance code violations within the past five years; and

WHEREAS, the City of Saint Paul has determined that the property at 353 Larch Street is a not municipal problem, noting that there is a history of some violations of the license conditions for the business at this location; now therefore, be it

RESOLVED the City of Saint Paul recommends that the Board of Ramsey County Commissioners approve the repurchase application for the property at 353 Larch Street and;

RESOLVED, that the City Clerk is requested to forward a certified copy of this Council resolution to the Ramsey County Tax Forfeited Land Office, 90 Plato Boulevard West for final processing.

I, Shari Moore, City Clerk of the City of Saint Paul, Minnesota, do hereby certify that I have compared the attached copy of RLH OA 21-4 as adopted by the City Council on 2/25/2021 and approved by the Mayor with the original thereof on file in my office.

Attest:

Shari Moore

March 03, 2021





Date Certified



Overview



Legend

-  Tax Parcel
-  Ramsey County
-  Waterbody
-  Parcel Info

Parcel ID<	252923430023	Alternate ID	n/a	Owner	RAMSEY CO TAX FORF
Sec/Twp/Rng	25/029/023	Tax	3A-Commercial/Industrial/Public	Address	LAND
Property	353 LARCH ST	Classification	Utility		STATE OF MN TRUST
Address	ST PAUL	Parcel Area	0.11		EXEMPT
					PO BOX 64097
					ST PAUL MN 55164-0097
Tax Authority Group (TAG)	ST PAUL 625 C				
Brief Tax Description	Lot 24 Block 2 of PACIFIC ADDITION,TO SAINT PAUL				
	LOT 24 BLK 2				
	(Note: Not to be used on legal documents)				

Date created: 10/20/2020
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Developed by  Schneider
GEOSPATIAL

Board of Commissioners

Request for Board Action

Item Number: 2021-204

Meeting Date: 4/27/2021

Sponsor: Property Tax & Election Services

Title

Cancellation of 2020 Forfeiture of 903 Burr Street, Saint Paul MN 55130

Recommendation

Approve the cancellation of the 2020 forfeiture of 903 Burr Street, Saint Paul MN 55130, PIN: 29-29-22-31-0049.

Background and Rationale

The subject property at 903 Burr Street forfeited to the State of Minnesota for non-payment of delinquent property taxes in 2011. The property was purchased on a contract for deed at public auction in 2013. This individual (Seller) sold the property to a 3rd party (Fee Owner) on January 26, 2018. Tax Forfeited Land received a check for the full payment of Seller's contract for deed on January 30, 2018 and requested a state deed granting title to Seller from the Minnesota Department of Revenue (MDOR).

On February 8, 2018 a warranty deed from the January 26, 2018 closing was recorded in favor of Fee Owner. Subsequently the state deed in favor of Seller was issued by MDOR and recorded on February 28, 2018. This out-of-order recording sequence resulted in an administrative error while updating taxpayer information following the change of ownership, with tax records incorrectly reflecting Seller as the responsible taxpayer of record. All future tax statements, legal notices, postings and services for the subject property were thereafter incorrectly directed to Seller rather than Fee Owner. The subject property then became delinquent on property taxes in January 2019 and following a one-year redemption period, forfeited to the State of Minnesota for non-payment of delinquent property taxes on August 3, 2020.

Upon review, the Ramsey County Auditor has determined that Fee Owner made several good-faith efforts to contact Ramsey County about the tax status prior to forfeiture with no success. The Ramsey County Auditor has further determined that an administrative error occurred in the process of updating taxpayer information after the recording of deeds and change of ownership prior to the forfeiture, and that absent this administrative error, Fee Owner would have likely cured the tax delinquency prior to forfeiture.

After approval and findings by the County Auditor, the forfeiture cancellation process requires agreement and approval by the County Board. Upon approval by the County Board, the County Auditor will forward a request to the Minnesota Commissioner of Revenue to cancel forfeiture for this property. The order of the Commissioner will cancel forfeiture. This action is needed to correct an injustice in the forfeiture process.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☐ Opportunity ☐ Accountability

Racial Equity Impact

While the racial equity impact of cancelling forfeiture on one parcel is unclear, Targeted Community data and neighborhood racial demographics provide marginal insight. This property is located in a Targeted Community, as defined by Minnesota Statutes, section 469.201, subd. 10. More than 63% of households in the Payne-

Phalen neighborhood are non-white, as compared to only 43.3% of non-white households throughout all of Saint Paul, which makes this an area more racially diverse than most of Saint Paul. Investments made in this community can positively impact racial equity.

Community Participation Level and Impact

The community is informed about this action through County Board documentation, which is 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

Approval will allow property tax payments received to be applied to outstanding delinquent taxes. These funds will then be paid to local taxing jurisdictions in the statutory tax settlement process.

County Manager Comments

Approval of the County Board is needed to cancel forfeitures pursuant to Minnesota Statutes, section 279.34.

Last Previous Action

None.

Attachments

1.Auditor's Certificate of Forfeiture



Doc No **A04826937**

Certified, filed and/or recorded on
Aug 12, 2020 2:13 PM

Office of the County Recorder
Ramsey County, Minnesota
Todd J. Uecker, County Recorder
Christopher A. Samuel, County Auditor and Treasurer

Deputy 408

Pkg ID 1378085M

Document Recording Fee Abstract	\$0.00
<i>Document Total</i>	\$0.00

COUNTY AUDITOR'S CERTIFICATE EXECUTED PURSUANT TO
MINNESOTA STATUTES, SECTION 281.23, SUBDIVISION 9

State of Minnesota }
County of Ramsey } ss.

I, Christopher Samuel, Auditor/Treasurer of the County of Ramsey, State of Minnesota, do hereby certify that at the sale of lands pursuant to the real estate tax judgment entered in the District Court in said County on the 17th day of April, 2019, in proceedings to enforce the payment of taxes delinquent on real estate for the year 2018, for said County, on the 13th day of May, 2019, the following described parcels of land, situate in said County and State, to-wit:

NOTICE	PARCEL IDENTIFICATION	SUBDIVISION	LOT	BLOCK	
		CITY OF ST PAUL			
A 20-032	25-29-23-41-0045	LEWIS SECOND ADDITION, TO ST PAUL E 1/2 OF LOT 4 AND ALL	5	10	
T 20-047	28-29-22-41-0041	J W BASS SUB L14-15 & PT L13	9	2	
A 20-050	29-29-22-31-0049	EDMUND RICE'S FIRST ADDITION	1	9	
T 20-066	32-29-22-22-0060	JOHN SWAINSONS DIVISION	3		
A 20-087	35-29-23-14-0128	CHUTE BROTHERS DIVISION, NO. 2 W 1/2	6		
A 20-097	36-29-23-11-0044	DAWSONS THIRD ADDITION	8	21	

were each duly bid in for the State, and that each of the said parcels of land still remain unredeemed.

I do further certify that the time for redemption of each of said parcels of land has expired after notice given as provided by law, and that absolute title to each of the said parcels of land has vested in the State of Minnesota.

Witness my hand and official seal this 10th day of August, 2020

(SEAL)



FORM AUD 243

County Auditor

By [Signature]
Deputy

Board of Commissioners

Request for Board Action

Item Number: 2021-216

Meeting Date: 4/27/2021

Sponsor: Workforce Solutions

Title

COVID-19 Disaster Recovery National Dislocated Worker Grant Award from the Minnesota Department of Employment and Economic Development.

Recommendation

1. Ratify the submission of an application to the Minnesota Department of Employment and Economic Development for the COVID-19 Disaster Recovery National Dislocated Worker Grant in an amount of \$280,000.
2. Accept a grant award of \$295,648 and approve a grant agreement with the Minnesota Department of Employment and Economic Development for COVID-19 Disaster Recovery National Dislocated Worker Grant for the period of April 20, 2021 through June 30, 2022.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to apply for and accept additional COVID-19 Disaster Recovery National Dislocated Worker Grant funds from the Minnesota Department of Employment and Economic Development for the period of April 27, 2021 through June 30, 2022 in a form approved by the County Attorney's office.
6. Authorize the County Manager to make temporary cash loans, as needed, from the County General Fund to Workforce Solutions to cover program expenses until program funds are received, with repayment to be made upon receipt of the funds.

Background and Rationale

The Minnesota Department of Employment and Economic Development (DEED), through its Employment and Training Division, sought proposals from Workforce Development Areas to respond to the COVID-19 Disaster Recovery National Dislocated Worker Grant (DWG).

This emergency funding will be used to provide employment and training services to Dislocated Workers and pay wages and benefits for individuals who will be placed in temporary employment in Disaster Recovery Humanitarian Jobs. As the state continues to open-up, employers have a great need for workers to assist individuals impacted by COVID-19 and/or conduct services and activities to help maintain the health and safety of the community.

On April 1, 2021, the Ramsey County Board of Commissioners was advised by memo of Workforce Solutions' intent to bring a Request for Board Action to the County Board upon receiving notice of the funding award.

On April 2, 2021, Workforce Solutions submitted an application to DEED with a request for DWG funding of \$280,000.

On April 9, 2021, Workforce Solutions was allocated \$295,648 from DEED. The funds will be used to serve

approximately 30 Ramsey County residents during the period of April 27, 2021 through June 30, 2022. All participants will receive career and training services, and at least 25 of those participants will have direct subsidized placement into disaster relief temporary employment.

Workforce Solutions will collaborate with Goodwill Easter Seals and Hired, the County's existing Dislocated Worker contracted providers, to meet the goals of this grant as they are both well-established and experienced providers of workforce programming and provide a full range of social services to residents. As a County department, WFS will also leverage cross departmental communications with food, housing, financial, child support and correctional services across the County as referral channels to this program.

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

Demographics for continued Unemployment Insurance (UI) claims are available at the state and regional levels. This data reveals how workers of color have filed continued UI claims at higher rates than white workers. In the metro area during April and May 2020, the number of UI claims as a share of the labor force peaked at 24.6% for Black or African American workers, 24.1% for American Indian or Alaska Native workers, 15.0% for Asian workers, and 14.7% for Hispanic or Latino workers. In other words, anywhere from one-seventh to one-fourth of workers of color had filed continued UI claims over a single week early in the COVID-19 crisis. By comparison, the share of the white labor force that filed continued claims peaked at 11.5%. Through early 2021 the number of claims has dropped for all races and ethnicities, yet both Black or African American workers and American Indian or Alaska Native workers remain nearly three times as likely to be filing continued claims as white workers in the region.

Community Participation Level and Impact

The DWG grant was released by DEED in response to the needs of the community, particularly those impacted by the COVID-19 pandemic. The grant funds will impact and empower the community by allowing businesses to employ workers and/or provide services and activities to strengthen our community response to the pandemic

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

The addition of this new program will increase the budget for 2021 by the awarded \$295,648. As this is a Dislocated Worker grant issued by DEED and is federally funded, Workforce Solutions will be a passthrough entity to existing Dislocated Worker subrecipient vendors. The program will be operated within the grant funding amount.

County Manager Comments

County Board approval is required to submit local area plans, grant applications and to accept grant awards over \$100,000.

Last Previous Action

None

Attachments

1. Memorandum to the County Board
2. Covid-19 Disaster Recovery National Dislocated Worker Grant Application
3. Grant Agreement

MEMO

To: Ramsey County Board of Commissioners

From: Ling Becker, Director, Workforce Solutions

Date: April 1, 2021

Re: Intent to Apply for COVID-19 Disaster Recovery Dislocated Worker Grant

Summary: DEED, through its Employment and Training Programs Division, is seeking proposals from Workforce Development Areas (WDA) for the COVID-19 Disaster Recovery Dislocated Worker Grant (COVID-19 DWG).

This is to advise you that Workforce Solutions (WFS) was recently notified of the opportunity to apply for a COVID-19 DWG Grant. This grant will assist WDAs in responding to the unprecedented impact of the COVID-19 Pandemic through Employment and Training Services and Disaster-Recovery Humanitarian Jobs for Dislocated Workers. Ramsey County is requesting \$280,000 to provide these services through the end of the grant period, June 30, 2022. We intend to submit an application to DEED by the April 2, 2021 due date. The application will be completed in partnership with our contracted Dislocated Worker vendor partners, Goodwill Easter Seals MN and Hired.


If awarded the grant, WFS will follow the Ramsey County process and appear in front of the County Board to the secure authorization to accept the funds and administer the program.

Proposal Submission Date: April 2, 2021 at 5pm. Awardees will be notified on or around April 9.

Amount: Estimated \$280,000

Contact: Ling Becker, Workforce Solutions, 651-266-6001

Form 1. Cover Sheet

Organization Submitting Proposal:			
1. Organization Name:	Ramsey County Workforce Solutions		
2. Director Name:	Ling Becker	8. Contact Name:	Michelle Belitz
3. Telephone:	651-266-6001	9. Telephone:	651-266-6054
4. Fax:	651-266-9891	10. Fax:	651-266-9891
5. Email:	ling.becker@ramseycounty.us	11. Email:	michelle.belitz@ramseycounty.us
6. Organization Website:	http://www.workforcesolutionsmn.com		
7. Full Address:	2266 2 nd Street N., North Saint Paul MN 55109		
12. Full Address:	2266 2 nd Street N., North Saint Paul MN 55109		
13. Federal Tax ID: (required)	41-6005875	14. Minnesota Tax ID: (required)	8027226
15. DUNS Number: (required)	01-035-4488	16. SWIFT Vendor ID: (if known)	0000196508 001
Proposal Information:			
17. Proposal Name:	COVID-19 Disaster Recovery National Dislocated Worker Grant (DWG)		
18. Proposal Summary:	Ramsey County and its community partners, Goodwill Easter Seals and Hired, will place 25 dislocated workers into temporary work experiences in disaster recovery humanitarian jobs. Up to five individuals will receive needed skills or certification training to increase their employment outcomes and earnings.		
19. Program Components:	Work experiences, training, support services		
20. Credentials Available:	Specific certificates and/or credentials will be determined on a case by case basis		
21. Geographic Area Served by Proposal:	Ramsey County, MN (WDA #15)		
22. Total Amount of DEED Funds Requested:	\$295,647		
23. Anticipated Number of Participants Served by Proposal:	30		
24. Cost Per Participant:	\$9,855		
25. Project Start & End Date:	April 9, 2021 - June 30, 2022		
I certify that the information contained herein is true and accurate to the best of my knowledge and that I am authorized to submit this application on behalf of the applicant.			
Authorized Signature 	Title Director	Date 4/2/2021	

Executive Summary: Ramsey County Workforce Solutions is requesting \$295,647 of COVID-19 Disaster Recovery National Dislocated Worker Grant to place up to 30 individuals in temporary employment opportunities to address the health and safety challenges caused by the global pandemic. Available employment opportunities will initially be in the areas of food and housing but as the pandemic continues to evolve additional humanitarian efforts may be identified.

WFS will collaborate with Goodwill Easter Seals and Hired to meet the goals of this grant as they are both well-established and experienced providers of workforce programming and provide a full range of social services to residents. As a county department, WFS will also leverage cross departmental communications with food, housing, financial, child support and correctional services across the county as referral channels to the DWG program.

Ramsey County has been responding to the immediate and basic needs of residents created by the pandemic. Below are just a few examples that demonstrate not only the need but the county's ability to respond:

- Nearly 1,000 people experiencing homelessness were sheltered in hotels and emergency shelters and 276 homeless individuals received COVID-19 respite care.
- More than \$10 million dollars in direct financial assistance was provided to 4,551 households to ensure housing stability through Emergency Assistance/Emergency General Assistance for rent, mortgage, utility shut-off, or transportation.
- Nearly 8,000 Ramsey County residents received home-delivered meals, over 22,000 deliveries were made to homes from local food shelf partners, and over 46,000 meals were delivered to students and youth by local school districts or youth programs.

Organization and Equity: Workforce Solutions (WFS), in existence since 2000, is the county administrator of employment service programs including Diversionary Work Program (“DWP”), Supplemental Nutrition Assistance Program Employment and Training (“SNAP E&T”), Minnesota Family Investment Program (“MFIP”), and Workforce Innovation and Opportunity Act (“WIOA”) Dislocated Worker, Adult and Youth Programs. Adult employment and training services provide career counseling and re-training to individuals, including those who are unemployed, underemployed, dislocated workers, and/or adults needing assistance entering or re-entering the workforce. WFS has over 20 years of direct and subrecipient managed experience delivering the full spectrum of dislocated worker services including case management, training, job search and retention services. Priority is given to veterans, those needing basic skills improvement and economically disadvantaged individuals. Services are funded by WIOA Adult and Dislocated Worker (DW) Programs and the Minnesota Dislocated Worker Program.

WFS operates under the authority of the Ramsey County Board of Commissioners and the Workforce Innovation Board of Ramsey County (“WIB”); the WIB is the oversight body for all workforce development in the Ramsey County, WDA #15.

As the most diverse county in the state, Ramsey County continues to position itself as a regional leader in local racial equity efforts. The Workforce Development Area (WDA) works with other boards to address reasons for racial disparities, work on strategic outreach and advocate for policy changes to remove barriers. Key partners are engaged, especially employers, to participate in initiatives that foster innovation, opportunity and support for all workers.

The WIB is interested in providing accessible employment services to reach residents with an array of employment and training services such as those that are displaced, disengaged, unemployed and underemployed, as well as employers seeking workers and/or sector partnerships to upskill their current workforce. The WIB provided valuable insight to the larger effort of Ramsey County toward the development of an Economic Competitiveness and Inclusion Vision Plan. The plan will guide the effort for economic development and embeds inclusive workforce development as a critical strategy, with execution starting in the second quarter of 2021.

Ramsey County has had a significant focus on authentic community engagement. As a result of COVID-19, these efforts were intensified through a Racial Equity and Community Response Team and Equity Action Circles which are made up of community members. Feedback from these efforts along with listening sessions and town halls continue to provide insights on the needs of the community. The WIB continues to prioritize having partner organizations and program participants share regularly at board meetings.

Workforce Solutions, Ramsey County and Board Racial Demographic Percentages

Race	WFS Staff	2018 U.S. Census Estimate	WFS Participants	Ramsey County Board	Ramsey County WIB
American Indian or Alaska Native	0%	1%	3%	0%	6%
Asian	21%	15.3%	13%	0%	3%
Black or African American	20%	12.6%	54%	14%	21%
Hispanic/Latino*	4%	7.6%*	NA	29%	3%
White	51%	67.4%	25%	57%	67%
Multi-Race	4%	3.6%	5%		
Not Specified	0%				

*Includes any race

Partnerships & Collaboration: WFS will collaborate with Goodwill Easter Seals and Hired to meet the goals of this grant as they are both well-established and experienced providers of workforce programming and they are on active contract with the county to deliver Dislocated Worker services in Ramsey County. They have extensive experience providing resources, training, career counseling, employment services, job placements and retention for job seekers. These strengths make them ideal partners for this project.

Additionally, WFS will leverage DEED's unemployment division and REA services to refer Ramsey County UI recipients to WFS for Dislocated Workers services and to fulfill the goals of this grant. WFS, Goodwill Easter Seals and Hired are well connected to a variety of social service providers throughout the county, many who serve unemployed residents. As a county department, WFS will also leverage cross departmental communications with food, housing, financial, child support and correctional services across the County help ensure comprehensive needs of residents are met. Goodwill Easter Seals and Hired are large organizations that provide a full range of workforce and social services to a wide range of residents. These connections will be maximized as referral channels to the DWG program.

There will be several employer partners who will provide DWG program staff with the details of their job openings. Employers will review candidate qualifications, interview and select their new workers from the DWG program. Employers will be responsible for all training and oversight of employees as well as initial payment of payroll and benefits and employers will be reimbursed. Initial efforts will be made to address the increased need in the areas of food and housing created by COVID-19. As the pandemic continues to evolve, additional humanitarian efforts may be identified. WFS will work closely with DEED staff to communicate

these emerging needs and update DEED with new employer partnerships. Due to the abbreviated time frame to respond to this grant, conversations have been started and potential positions and pay ranges have been identified as demonstrated in the chart below:

Subsidized Employment Positions		
<i>Emergency Shelter</i>	Benefit and Housing Navigators	\$18-\$20/hr
<i>Emergency Food Services</i>	Nutritional Services Staff	\$13.50/hr
	Food Rescue Driver	\$20/hr
	Nutritional Services Coordinator	\$24/hr
	Community Social Worker	\$42k/yr
	Youth Development Staff	\$15/hr
	Program Coordinator	\$19/hr

Ramsey County has been responding to the immediate and basic needs of residents created by the pandemic. Below are just a few examples that demonstrate not only the need but the county's ability to respond:

- Nearly 1,000 people experiencing homelessness were sheltered in hotels and emergency shelters and 276 homeless individuals received COVID-19 respite care
- More than \$10 million dollars in direct financial assistance was provided to 4,551 households to ensure housing stability through Emergency Assistance/Emergency General Assistance for rent, mortgage, utility shut-off, or transportation. Distribution of these funds went disproportionately to Black and American Indian households, which are two groups disproportionately impacted by COVID-19 infection.
- Nearly 8,000 Ramsey County residents received home-delivered meals, over 22,000 deliveries were made to homes from local food shelf partners, and over 46,000 meals were delivered to students and youth by local school districts or youth programs.

Work Plan: As stated previously, WFS, Goodwill Easter Seals and Hired are well-established organizations which have dedicated and knowledgeable staff. To successfully implement new grants and projects it will require adequate infrastructure and support at many layers of the organizations. As the applicant, WFS will provide programmatic oversight through the support of a Planning Manager and a Planning and Evaluation Analyst, fiscal oversight will be the responsibility of WFS's Finance Manager, and the implementation oversight will be the responsibility of Program Managers at Goodwill Easter Seals and Hired. WFS staff, as well as staff assigned to implement the program, are experienced with Dislocated Worker programming, training, work readiness and job placement services.

Outreach and recruitment for this grant will occur through a variety of methods including:

- Reverse referrals of volunteers and clients of Ramsey County Community Based Organizations, Housing Shelters, and Food Distribution Centers.
- Traditional recruitment and referrals will be solicited from Dislocated Worker and other workforce programs including MFIP, Youth programs, Unemployment Insurance recipients and those that have exhausted their benefits, and from One Stop Partners.
- Ramsey County websites for residents and job seekers will advertise the DWG program; social media campaigns will occur.
- Traditional communication tools such as email distribution lists and flyers will be utilized to ensure the community is informed of the training and employment opportunities.

Case Managers will interview potential participants to assess potential barriers and readiness for the services including training and employment. Individualized assessments are provided and available to determine skills, educational background and needs, career interests and goals. These include self-guided interest assessments, approved staff administered education level assessments, and career pathway discussions and referrals. Case Managers will be a single point of contact when they review applications for eligibility, process enrollments into the program through intake processes, collaborate on goal development and employment plans, provide assessments, centralized coordination of referrals and support services, manage enrollment and payment for trainings, assist participant in evaluating the recovery job opportunities, helping participant to apply and interview for positions and review timesheets for submission to fiscal department for employer reimbursement.

Work readiness training will be offered when there is an identified need by participants and their Case Manager. Case Managers will connect participants to classroom, virtual, group or one to one coaching or self-study options to help them build the skills required to succeed in training, job search and employment. Case Managers will have participant contact every thirty days at the minimum and more if needed. Contacts with participants will focus on work related progress and issues or barriers. Case managers will utilize a full family and holistic approach as they support participants in their subsidized positions. Support services will be utilized when a barrier may be mitigated through connections and/or payments for needed resources.

The workforce programs of WFS and our partners have continued to operate through COVID-19 and have evolved to new models of virtual service delivery. We have ensured that employment services are available both in person (when allowable and safe) and by providing

services by phone, email or video conferencing. Through county provided CARES Act funding, WFS, in partnership with county locations and the Saint Paul Public Libraries, Community Career Labs were opened to provide online job search tools, referrals to training programs, access to virtual job fairs, workshops, career planning information and more.

Resources for technology will be made available through support service funds and connections to technology access programs. Laptops, phones, and wi-fi connections may be included in the resources that are offered to the participant.

Regularly scheduled check-ins with Case Manager and participant will occur (at least every thirty days). WF1 will be utilized to track activities, progress, case notes and outcomes. Under COVID-19 emergency conditions, Case Managers will meet with participants by phone, via Teams or Zoom or safely in person when allowed.

Budget/Fiscal Capacity: The total DEED funds requested is \$295,647 to serve 30 adults age 18 or older. Average participant cost is estimated at \$9,855. It is estimated that up to 5 individuals may access training through this grant at approximately \$1,000 per person. Program eligible individuals may be co-enrolled in other programs to access work experiences, training and support services.

WFS will serve as the pass-through entity to Goodwill Easter Seals and Hired which are current vendors of WIOA employment programs in Ramsey County and were selected through a competitive solicitation process. As the pass-through entity, WFS will provide oversight, technical assistance and monitoring for the duration of the grant. Our Finance team includes a Finance Manager, Accountant, Account Clerk and a Payroll Specialist with experience in state monitoring activities and financial audits. Funds will allow WFS to:

- Leverage the expertise and networks of the county as well as community-based providers.
- Put up to 30 individuals in work experiences that advance the health and safety efforts of Minnesota during the recovery from COVID19 and provide them an opportunity to re-enter the workforce.
- Put up to five individuals into skills or certification training in order to increase their employment outcomes and wages.
- Increase job placement navigation support in partnership with community-based providers.

Form 2. Work Plan

Complete the work plan as applicable to your proposal. Data entered should be cumulative and numeric. Input “N/A” in activities you will not be providing.

Please check all services participants will be enrolled under this grant:

- ☐ Disaster-recovery humanitarian employment only;
☐ Employment and training activities only; or
☒ Both disaster-recovery humanitarian employment and employment and training activities.

Table 1: Participant Plan

Category	Qtr. 1 End Date: 3/31/2021	Qtr. 2 End Date: 6/30/2021	Qtr. 3 End Date: 9/30/2021	Qtr. 4 End Date: 12/31/2021	Qtr. 5 End Date: 3/31/2022	Grant End Date: 6/30/2022
A. DWG funded disaster-recovery employment <u>only</u>	0	2	6	18	23	25
B. DWG funded employment and training activities <u>only</u>	N/A	N/A	N/A	N/A	N/A	N/A
C. Accessing both disaster-recovery and employment and training activities (<i>These may occur concurrently, or one may occur prior to the other.</i>)	0	0	1	3	4	5
D. Total participants accessing DWG funds (A+B+C)	0	2	7	18	23	30
E. Total participants no longer accessing DWG funds	0	0	1	6	12	30
F. Exits to Unsubsidized Employment/Successful Exits	0	0	1	4	8	25
G. All Other Exits	0	0	0	1	3	5
H. Total participants exited (F+G)	0	0	1	5	12	30
I. Current participants accessing DWG funds (D-E)	0	2	6	10	9	0

Table 2: Activity Plan

Activity	Qtr. 1 End Date: 3/31/2021	Qtr. 2 End Date: 6/30/2021	Qtr. 3 End Date: 9/30/2021	Qtr. 4 End Date: 12/31/2021	Qtr. 5 End Date: 3/31/2022	Grant End Date: 6/30/2022
Number of participants Engaged in Disaster Recovery Services	0	2	7	16	22	30
Number of participants accessing DWG funded Career Services						
Individual Plan Development*	0	2	7	21	26	30
Assessment / Staff Assisted Assessment*	0	2	7	21	16	30
Job Search / Staff Assisted Job Search	0	0	1	8	15	17
Career Counseling*	0	2	7	22	26	30
Pre-vocational Services	N/A	N/A	N/A	N/A	N/A	N/A
Work Readiness Services	0	0	2	4	6	6
Work Experience (Unique count)	N/A	N/A	N/A	N/A	N/A	N/A
Transitional Jobs (Specific Work Experience Type)	N/A	N/A	N/A	N/A	N/A	N/A
Unique count of participants accessing DWG funded Training Services						
Non-Credentialed Training	0	0	1	2	3	3
Classroom Training (Credential)	0	0	0	0	1	2
Customized Training (Credential)	N/A	N/A	N/A	N/A	N/A	N/A
OJT Public and Private (Non-credential)	N/A	N/A	N/A	N/A	N/A	N/A
Apprenticeship Training (Credential)	N/A	N/A	N/A	N/A	N/A	N/A
Entrepreneurial Training (Credential)	N/A	N/A	N/A	N/A	N/A	N/A

*Required**

Form 3: Budget

Please complete budget form, see [Cost Category Definitions](#) as needed. Matching funds are not required; however, applicants are encouraged to leverage federal, private, or other funds. You are also not required to use all cost categories.

TOTAL COST PER PARTICIPANT \$9,855 (Total DEED funds requested divided by the total number of participants)

Office Use Only	Cost Category	(Qtr. 1) Grant Start Date through: 3/31/2021	Qtr. 2 End Date: 6/30/2021	Qtr. 3 End Date: 9/30/2021	Qtr. 4 End Date: 12/31/2021	Qtr. 5 End Date: 3/31/2022	Grant End Date: 6/30/2022
833	Administrative Costs ¹	0	\$733	\$2,282	\$10,434	\$19,319	\$29,564
881	Wage and Fringe	0	\$2,000	\$10,000	\$84,695	\$159,390	\$201,083
885	Direct Services	0	\$4,400	\$8,800	\$13,200	\$25,000	\$50,000
838	Direct Participant Training	0	0	\$1,250	\$2,500	\$3,750	\$5,000
828	Support Services	0	\$1,000	\$3,000	\$5,000	\$7,000	\$10,000
Total:		0	\$8,133	\$25,332	\$115,829	\$214,459	\$295,647

¹ Administrative costs cannot exceed 10% of total funds requested and expended.

Form 4A. Partnership Chart - -Uncompensated Partners

List all partner organizations that will contribute resources, staff, or time to the proposed services **without compensation**. Signed letters of support from partners explaining what they will contribute and their responsibility in grant operations, if any, are required for each partner.

Type of Organization (e.g. employer, educational institution, non- profit, etc.)	Name and Address of Organization	Type of Commitment: (Time, staff, resources, space, referrals, etc.)	Key Contact Person and Telephone Number	Letter of Support Enclosed	Responsible for Workforce One Data Entry
		N/A		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Form 4B. Partnership Chart-Compensated Partners/Sub-grantees

List all partners that **will receive compensation** from this grant. Signed letters of intent to contract or contracts from partners explaining what they will contribute and their responsibility in operations should be included. *If a compensated partner has a potential or perceived conflict of interest, such as providing donations to the applicant or sitting on the applicant's board of directors, attach a letter of disclosure explaining the relationship of the partner to the applicant organization.* Letters are not counted to the page limit.

Selected grantees must use their internal procurement policy and issue an RFP to select a sub-grantee through a bid as required by the Uniform Guidance.

Type of Organization (e.g. employer, business, educational institution, etc.)	Name and Address of Organization	Responsibilities: (Case Management, Training, Accounting, etc.)	Key Contact Person and Telephone Number	Letter of Intent Enclosed	Responsible for Workforce One Data Entry	Conflict of Interest Disclosure Letter Required?	Anticipated total amount of compensation from grant
Employer	More Doors	Employer of emergency shelter workers	Amy Blair 651-266-4843	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Wages undetermined at this time
Employer	Start Today Hennepin 2531 Marshall St. NE Minneapolis MN 55418	Employer of emergency shelter workers	Amy Blair 651-266-4843	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Wages undetermined at this time
Employer	Food shelves in Ramsey County	Employer of emergency workers	Carissa Glatt 651-266-2506	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Wages undetermined at this time
Non-profit	Goodwill Easter Seals 553 Fairview Avenue N. Saint Paul MN 55104	Case Management Placements Support Services Training	Sheila Olson (651) 379-5864	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$126,000
Non-profit	Hired 217 Fifth Avenue N. Third Floor Minneapolis MN 55401	Case Management Placements Support Services Training	Julie Brekke 612-715-3628	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$126,000

Form 5: Conflict of Interest Disclosure

Conflict of Interest Disclosure Form

This form gives applicants and grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant. It is the applicant/grantee's obligation to be familiar with the Office of Grants Management (OGM) [Grants Policy 08-01 Conflict of Interest Policy for State Grant-Making effective date 1/1/21](#) and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

☒ I or my grant organization do NOT have an ACTUAL or POTENTIAL conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

☐ I or my grant organization have an ACTUAL or POTENTIAL conflict of interest. (*Please describe below*):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name: Ling Becker

Signature: 

Organization: Ramsey County Workforce Solutions

Date: 4/2/2021

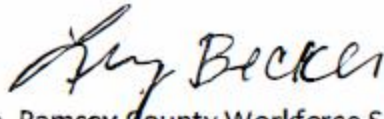
Form 6. Affidavit of Non-Collusion

Instructions: Please return this completed form as part of the Request for Proposal Response submittal.

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the Minnesota National Dislocated Worker Grant Program Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposal, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature



Responder's firm name: Ramsey County Workforce Solutions

Print authorized representative name: Ling Becker

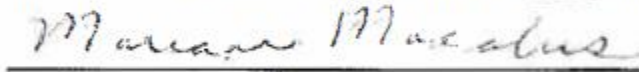
Title: Director

Authorized signature:

Date: 04/02/2021

Notary Public

Subscribed and sworn to before me this 31st day of March, 2021



Notary Public signature

Commission expires (mm/dd/yyyy):





3/31/21

Ling Becker
Workforce Solutions Director
Ramsey County
Economic Growth and Community Investment Service Team
2266 Second Street
North St. Paul, MN 55109

Dear Ms. Becker,

On behalf of Goodwill-Easter Seals Minnesota (GESMN) I am writing a letter of support for Ramsey County Workforce Solutions proposal for the COVID-19 Disaster Recovery National Dislocated Worker Grant (DWG) offered by the Minnesota Employment and Economic Development.

GESMN envisions a world where everyone experiences the power of work. This is what we help to achieve through our partnership with Workforce Solutions including numerous initiatives such as F.A.S.T, MFIP, Adult, and Dislocated Worker programming. Workforce Solutions is a leader in workforce development and employer engagement that is responsive to the needs of diverse populations. We are confident in their experience to effectively administer this dislocated worker program.

GESMN commits to partnering with Ramsey County Workforce Solutions to assist in employment and training to help support the needs of job seekers, employers, and to strengthen our community response to those impacted by COVID-19.

If you have any questions regarding Ramsey County Workforce Solutions record and experience with our agency or our role in the proposed project, please contact me at 651/379-5864.

Sincerely,

A handwritten signature in black ink, appearing to read "Sheila Olson", is positioned above the printed name.

Sheila Olson
Chief Services and Programs Officer



March 31, 2021

Karyn Berg
Ramsey County Workforce Solutions
2266 2nd St N
North St. Paul, MN 55109

Dear Karyn,

Hired is pleased to support Ramsey County in providing services to Dislocated Workers in order to obtain disaster recovery jobs.

Based on our initial conversations, we anticipate that:

- Hired will partner with Ramsey County in identifying employer partners interested in hiring temporary disaster recovery workers.
- Hired's staff will identify individuals interested in this opportunity.
- Hired's Employment Counselor will work with participants to identify skills gaps and to provide work readiness training to help prepare them for their new roles.
- Hired will place individuals in subsidized employment identified disaster recovery positions.

Hired's involvement and scope of work (number served) will be dependent upon award amount. We look forward to discussing next steps.

Warm regards,

Debbie Ferry
Employment Services Director
debbie.ferry@hired.org

Debbie Ferry

Empowered people & families. A prepared workforce. An inclusive economy.

217 Fifth Avenue North – Third Floor, Minneapolis, MN 55401 · TEL 612-808-9500 · FAX 612-338-1375 · www.hired.org

STATE OF MINNESOTA

PROJECT SPECIFIC PLAN (PSP)

ORIGINAL

Master Contract Number: RAMSEY2020M

Term of Master Contract: 4/01/2020 – 03/31/2025

Master SWIFT Contract (SC) Number: 172740

Grant ID Number: 1150100

GRANTOR / STATE	GRANTEE
Employment and Training Programs (ETP) Division MN Department of Employment and Economic Development 1 st National Bank Building 332 Minnesota Street – Suite E200 Saint Paul, MN 55101-1351	Ramsey County Workforce Solutions 2266 2nd Street N., North Saint Paul MN 55109
GRANT MANAGER CONTACT	GRANTEE CONTACT
Name and Title: Rita Apaloo Phone: 651-259-7540 Email: rita.apaloo@state.mn.us	Name and Title: Michelle Belitz Phone: 651-266-6054 Email: michelle.belitz@ramseycounty.us

Required Attachments: Attachment 1: Work Plan
Attachment 2: Budget
Attachment 3: Terms and Conditions

COMPLETED BY DEED:

Program Name: COVID-19 Disaster Recovery National Dislocated Worker Grant (DWG)			
Start Date¹:	04/20/2021	SWIFT Contract ID:	192448
End Date:	06/30/2022	SWIFT PO Number:	3000431028
Amount:	\$295,647.75	SWIFT Vendor Number + Location:	0000196508.001
Match / Leverage Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Procure-It Number:	60954
		NGA Number:	
AFS Signature: <i>Robin Culbertson</i>	Encumbrance Date: 4/16/21		

SUBMITTED BY GRANTEE:

I certify that the information contained in the attached Work Plan and Budget, labeled Attachment 1 and Attachment 2, respectively, is true and accurate to the best of my knowledge and I agree that this PSP is subject to all provisions of the Master Grant Contract Agreement which is incorporated by reference. I further certify that I am authorized to submit this PSP on behalf of the Grantee.


Signature:**Date:****Printed Name and Title of Grantee's Authorized Representative:** Ling Becker, Director**APPROVED BY (GRANTOR / STATE):**

I have reviewed and approved the attached PSP which is referenced in and incorporated into the Master Grant Contract Agreement indicated herein.

Signature:**Date:****Printed Name and Title of State's Authorized Representative:** Marc Majors, Director, Employment and Training Programs Division

¹ Or the date the State obtains all required signatures under [Minn. Stat. §16B.98](#), Subd. 5, whichever is later.

Form 1. Cover Sheet

Organization Submitting Proposal:			
1. Organization Name:	Ramsey County Workforce Solutions		
2. Director Name:	Ling Becker	8. Contact Name:	Michelle Belitz
3. Telephone:	651-266-6001	9. Telephone:	651-266-6054
4. Fax:	651-266-9891	10. Fax:	651-266-9891
5. Email:	ling.becker@ramseycounty.us	11. Email:	michelle.belitz@ramseycounty.us
6. Organization Website:	http://www.workforcesolutionsmn.com		
7. Full Address:	2266 2 nd Street N., North Saint Paul MN 55109		
12. Full Address:	2266 2 nd Street N., North Saint Paul MN 55109		
13. Federal Tax ID: (required)	41-6005875	14. Minnesota Tax ID: (required)	8027226
15. DUNS Number: (required)	01-035-4488	16. SWIFT Vendor ID: (if known)	0000196508 001
Proposal Information:			
17. Proposal Name:	COVID-19 Disaster Recovery National Dislocated Worker Grant (DWG)		
18. Proposal Summary:	Ramsey County and its community partners, Goodwill Easter Seals and Hired, will place 25 dislocated workers into temporary work experiences in disaster recovery humanitarian jobs. Up to five individuals will receive needed skills or certification training to increase their employment outcomes and earnings.		
19. Program Components:	Work experiences, training, support services		
20. Credentials Available:	Specific certificates and/or credentials will be determined on a case by case basis		
21. Geographic Area Served by Proposal:	Ramsey County, MN (WDA #15)		
22. Total Amount of DEED Funds Requested:	\$295,647.75		
23. Anticipated Number of Participants Served by Proposal:	30		
24. Cost Per Participant:	\$9,855		
25. Project Start & End Date:	April 20, 2021 - June 30, 2022		
I certify that the information contained herein is true and accurate to the best of my knowledge and that I am authorized to submit this application on behalf of the applicant.			
Authorized Signature 	Title Director	Date 4/2/2021	

Executive Summary: Ramsey County Workforce Solutions is requesting \$295,647 of COVID-19 Disaster Recovery National Dislocated Worker Grant to place up to 30 individuals in temporary employment opportunities to address the health and safety challenges caused by the global pandemic. Available employment opportunities will initially be in the areas of food and housing but as the pandemic continues to evolve additional humanitarian efforts may be identified.

WFS will collaborate with Goodwill Easter Seals and Hired to meet the goals of this grant as they are both well-established and experienced providers of workforce programming and provide a full range of social services to residents. As a county department, WFS will also leverage cross departmental communications with food, housing, financial, child support and correctional services across the county as referral channels to the DWG program.

Ramsey County has been responding to the immediate and basic needs of residents created by the pandemic. Below are just a few examples that demonstrate not only the need but the county's ability to respond:

- Nearly 1,000 people experiencing homelessness were sheltered in hotels and emergency shelters and 276 homeless individuals received COVID-19 respite care.
- More than \$10 million dollars in direct financial assistance was provided to 4,551 households to ensure housing stability through Emergency Assistance/Emergency General Assistance for rent, mortgage, utility shut-off, or transportation.
- Nearly 8,000 Ramsey County residents received home-delivered meals, over 22,000 deliveries were made to homes from local food shelf partners, and over 46,000 meals were delivered to students and youth by local school districts or youth programs.

Organization and Equity: Workforce Solutions (WFS), in existence since 2000, is the county administrator of employment service programs including Diversionary Work Program (“DWP”), Supplemental Nutrition Assistance Program Employment and Training (“SNAP E&T”), Minnesota Family Investment Program (“MFIP”), and Workforce Innovation and Opportunity Act (“WIOA”) Dislocated Worker, Adult and Youth Programs. Adult employment and training services provide career counseling and re-training to individuals, including those who are unemployed, underemployed, dislocated workers, and/or adults needing assistance entering or re-entering the workforce. WFS has over 20 years of direct and subrecipient managed experience delivering the full spectrum of dislocated worker services including case management, training, job search and retention services. Priority is given to veterans, those needing basic skills improvement and economically disadvantaged individuals. Services are funded by WIOA Adult and Dislocated Worker (DW) Programs and the Minnesota Dislocated Worker Program.

WFS operates under the authority of the Ramsey County Board of Commissioners and the Workforce Innovation Board of Ramsey County (“WIB”); the WIB is the oversight body for all workforce development in the Ramsey County, WDA #15.

As the most diverse county in the state, Ramsey County continues to position itself as a regional leader in local racial equity efforts. The Workforce Development Area (WDA) works with other boards to address reasons for racial disparities, work on strategic outreach and advocate for policy changes to remove barriers. Key partners are engaged, especially employers, to participate in initiatives that foster innovation, opportunity and support for all workers.

The WIB is interested in providing accessible employment services to reach residents with an array of employment and training services such as those that are displaced, disengaged, unemployed and underemployed, as well as employers seeking workers and/or sector partnerships to upskill their current workforce. The WIB provided valuable insight to the larger effort of Ramsey County toward the development of an Economic Competitiveness and Inclusion Vision Plan. The plan will guide the effort for economic development and embeds inclusive workforce development as a critical strategy, with execution starting in the second quarter of 2021.

Ramsey County has had a significant focus on authentic community engagement. As a result of COVID-19, these efforts were intensified through a Racial Equity and Community Response Team and Equity Action Circles which are made up of community members. Feedback from these efforts along with listening sessions and town halls continue to provide insights on the needs of the community. The WIB continues to prioritize having partner organizations and program participants share regularly at board meetings.

Workforce Solutions, Ramsey County and Board Racial Demographic Percentages

Race	WFS Staff	2018 U.S. Census Estimate	WFS Participants	Ramsey County Board	Ramsey County WIB
American Indian or Alaska Native	0%	1%	3%	0%	6%
Asian	21%	15.3%	13%	0%	3%
Black or African American	20%	12.6%	54%	14%	21%
Hispanic/Latino*	4%	7.6%*	NA	29%	3%
White	51%	67.4%	25%	57%	67%
Multi-Race	4%	3.6%	5%		
Not Specified	0%				

*Includes any race

Partnerships & Collaboration: WFS will collaborate with Goodwill Easter Seals and Hired to meet the goals of this grant as they are both well-established and experienced providers of workforce programming and they are on active contract with the county to deliver Dislocated Worker services in Ramsey County. They have extensive experience providing resources, training, career counseling, employment services, job placements and retention for job seekers. These strengths make them ideal partners for this project.

Additionally, WFS will leverage DEED's unemployment division and REA services to refer Ramsey County UI recipients to WFS for Dislocated Workers services and to fulfill the goals of this grant. WFS, Goodwill Easter Seals and Hired are well connected to a variety of social service providers throughout the county, many who serve unemployed residents. As a county department, WFS will also leverage cross departmental communications with food, housing, financial, child support and correctional services across the County help ensure comprehensive needs of residents are met. Goodwill Easter Seals and Hired are large organizations that provide a full range of workforce and social services to a wide range of residents. These connections will be maximized as referral channels to the DWG program.

There will be several employer partners who will provide DWG program staff with the details of their job openings. Employers will review candidate qualifications, interview and select their new workers from the DWG program. Employers will be responsible for all training and oversight of employees as well as initial payment of payroll and benefits and employers will be reimbursed. Initial efforts will be made to address the increased need in the areas of food and housing created by COVID-19. As the pandemic continues to evolve, additional humanitarian efforts may be identified. WFS will work closely with DEED staff to communicate

these emerging needs and update DEED with new employer partnerships. Due to the abbreviated time frame to respond to this grant, conversations have been started and potential positions and pay ranges have been identified as demonstrated in the chart below:

Subsidized Employment Positions		
<i>Emergency Shelter</i>	Benefit and Housing Navigators	\$18-\$20/hr
<i>Emergency Food Services</i>	Nutritional Services Staff	\$13.50/hr
	Food Rescue Driver	\$20/hr
	Nutritional Services Coordinator	\$24/hr
	Community Social Worker	\$42k/yr
	Youth Development Staff	\$15/hr
	Program Coordinator	\$19/hr

Ramsey County has been responding to the immediate and basic needs of residents created by the pandemic. Below are just a few examples that demonstrate not only the need but the county's ability to respond:

- Nearly 1,000 people experiencing homelessness were sheltered in hotels and emergency shelters and 276 homeless individuals received COVID-19 respite care
- More than \$10 million dollars in direct financial assistance was provided to 4,551 households to ensure housing stability through Emergency Assistance/Emergency General Assistance for rent, mortgage, utility shut-off, or transportation. Distribution of these funds went disproportionately to Black and American Indian households, which are two groups disproportionately impacted by COVID-19 infection.
- Nearly 8,000 Ramsey County residents received home-delivered meals, over 22,000 deliveries were made to homes from local food shelf partners, and over 46,000 meals were delivered to students and youth by local school districts or youth programs.

Work Plan: As stated previously, WFS, Goodwill Easter Seals and Hired are well-established organizations which have dedicated and knowledgeable staff. To successfully implement new grants and projects it will require adequate infrastructure and support at many layers of the organizations. As the applicant, WFS will provide programmatic oversight through the support of a Planning Manager and a Planning and Evaluation Analyst, fiscal oversight will be the responsibility of WFS's Finance Manager, and the implementation oversight will be the responsibility of Program Managers at Goodwill Easter Seals and Hired. WFS staff, as well as staff assigned to implement the program, are experienced with Dislocated Worker programming, training, work readiness and job placement services.

Outreach and recruitment for this grant will occur through a variety of methods including:

- Reverse referrals of volunteers and clients of Ramsey County Community Based Organizations, Housing Shelters, and Food Distribution Centers.
- Traditional recruitment and referrals will be solicited from Dislocated Worker and other workforce programs including MFIP, Youth programs, Unemployment Insurance recipients and those that have exhausted their benefits, and from One Stop Partners.
- Ramsey County websites for residents and job seekers will advertise the DWG program; social media campaigns will occur.
- Traditional communication tools such as email distribution lists and flyers will be utilized to ensure the community is informed of the training and employment opportunities.

Case Managers will interview potential participants to assess potential barriers and readiness for the services including training and employment. Individualized assessments are provided and available to determine skills, educational background and needs, career interests and goals. These include self-guided interest assessments, approved staff administered education level assessments, and career pathway discussions and referrals. Case Managers will be a single point of contact when they review applications for eligibility, process enrollments into the program through intake processes, collaborate on goal development and employment plans, provide assessments, centralized coordination of referrals and support services, manage enrollment and payment for trainings, assist participant in evaluating the recovery job opportunities, helping participant to apply and interview for positions and review timesheets for submission to fiscal department for employer reimbursement.

Work readiness training will be offered when there is an identified need by participants and their Case Manager. Case Managers will connect participants to classroom, virtual, group or one to one coaching or self-study options to help them build the skills required to succeed in training, job search and employment. Case Managers will have participant contact every thirty days at the minimum and more if needed. Contacts with participants will focus on work related progress and issues or barriers. Case managers will utilize a full family and holistic approach as they support participants in their subsidized positions. Support services will be utilized when a barrier may be mitigated through connections and/or payments for needed resources.

The workforce programs of WFS and our partners have continued to operate through COVID-19 and have evolved to new models of virtual service delivery. We have ensured that employment services are available both in person (when allowable and safe) and by providing

services by phone, email or video conferencing. Through county provided CARES Act funding, WFS, in partnership with county locations and the Saint Paul Public Libraries, Community Career Labs were opened to provide online job search tools, referrals to training programs, access to virtual job fairs, workshops, career planning information and more.

Resources for technology will be made available through support service funds and connections to technology access programs. Laptops, phones, and wi-fi connections may be included in the resources that are offered to the participant.

Regularly scheduled check-ins with Case Manager and participant will occur (at least every thirty days). WF1 will be utilized to track activities, progress, case notes and outcomes. Under COVID-19 emergency conditions, Case Managers will meet with participants by phone, via Teams or Zoom or safely in person when allowed.

Budget/Fiscal Capacity: The total DEED funds requested is \$295,647 to serve 30 adults age 18 or older. Average participant cost is estimated at \$9,855. It is estimated that up to 5 individuals may access training through this grant at approximately \$1,000 per person. Program eligible individuals may be co-enrolled in other programs to access work experiences, training and support services.

WFS will serve as the pass-through entity to Goodwill Easter Seals and Hired which are current vendors of WIOA employment programs in Ramsey County and were selected through a competitive solicitation process. As the pass-through entity, WFS will provide oversight, technical assistance and monitoring for the duration of the grant. Our Finance team includes a Finance Manager, Accountant, Account Clerk and a Payroll Specialist with experience in state monitoring activities and financial audits. Funds will allow WFS to:

- Leverage the expertise and networks of the county as well as community-based providers.
- Put up to 25 individuals in work experiences that advance the health and safety efforts of Minnesota during the recovery from COVID19 and provide them an opportunity to re-enter the workforce.
- Put up to five individuals into skills or certification training in order to increase their employment outcomes and wages.
- Increase job placement navigation support in partnership with community-based providers.

Attachment 1. Work Plan

Complete the work plan as applicable to your proposal. Data entered should be cumulative and numeric. Input “N/A” in activities you will not be providing.

Please check all services participants will be enrolled under this grant:

- ☐ Disaster-recovery humanitarian employment only;
☐ Employment and training activities only; or
☒ Both disaster-recovery humanitarian employment and employment and training activities.

Table 1: Participant Plan

Category	Qtr. 1 End Date: 3/31/2021	Qtr. 2 End Date: 6/30/2021	Qtr. 3 End Date: 9/30/2021	Qtr. 4 End Date: 12/31/2021	Qtr. 5 End Date: 3/31/2022	Grant End Date: 6/30/2022
A. DWG funded disaster-recovery employment <u>only</u>	0	2	6	18	23	25
B. DWG funded employment and training activities <u>only</u>	N/A	N/A	N/A	N/A	N/A	N/A
C. Accessing both disaster-recovery and employment and training activities (<i>These may occur concurrently, or one may occur prior to the other.</i>)	0	0	1	3	4	5
D. Total participants accessing DWG funds (A+B+C)	0	2	7	21	27	30
E. Total participants no longer accessing DWG funds	0	0	1	6	12	30
F. Exits to Unsubsidized Employment/Successful Exits	0	0	1	4	8	25
G. All Other Exits	0	0	0	1	3	5
H. Total participants exited (F+G)	0	0	1	5	11	30
I. Current participants accessing DWG funds (D-E)	0	2	6	15	16	0

Table 2: Activity Plan

Activity	Qtr. 1 End Date: 3/31/2021	Qtr. 2 End Date: 6/30/2021	Qtr. 3 End Date: 9/30/2021	Qtr. 4 End Date: 12/31/2021	Qtr. 5 End Date: 3/31/2022	Grant End Date: 6/30/2022
Number of participants Engaged in Disaster Recovery Services	0	2	7	21	27	30
Number of participants accessing DWG funded Career Services						
Individual Plan Development*	0	2	7	21	27	30
Assessment / Staff Assisted Assessment*	0	2	7	21	27	30
Job Search / Staff Assisted Job Search	0	0	1	8	15	17
Career Counseling*	0	2	7	21	27	30
Pre-vocational Services	N/A	N/A	N/A	N/A	N/A	N/A
Work Readiness Services	0	0	2	4	6	6
Work Experience (Unique count)	N/A	N/A	N/A	N/A	N/A	N/A
Transitional Jobs (Specific Work Experience Type)	N/A	N/A	N/A	N/A	N/A	N/A
Unique count of participants accessing DWG funded Training Services						
Non-Credentialed Training	0	0	1	2	3	3
Classroom Training (Credential)	0	0	0	0	1	2
Customized Training (Credential)	N/A	N/A	N/A	N/A	N/A	N/A
OJT Public and Private (Non-credential)	N/A	N/A	N/A	N/A	N/A	N/A
Apprenticeship Training (Credential)	N/A	N/A	N/A	N/A	N/A	N/A
Entrepreneurial Training (Credential)	N/A	N/A	N/A	N/A	N/A	N/A

Required*

Table 3: Budget

Please complete budget form, see Cost Category Definitions as needed. Matching funds are not required; however, applicants are encouraged to leverage federal, private, or other funds. You are also not required to use all cost categories.

TOTAL COST PER PARTICIPANT \$9,855 (Total DEED funds requested divided by the total number of participants)

Office Use Only	Cost Category	(Qtr. 1) Grant Start Date through: 3/31/2021	Qtr. 2 End Date: 6/30/2021	Qtr. 3 End Date: 9/30/2021	Qtr. 4 End Date: 12/31/2021	Qtr. 5 End Date: 3/31/2022	Grant End Date: 6/30/2022
833	Administrative Costs ¹	0	\$733	\$2,282	\$10,434	\$19,319	\$29,564
841	Wage and Fringe	0	\$2,000	\$10,000	\$84,695	\$159,390	\$201,083
885	Direct Services	0	\$4,400	\$8,800	\$13,200	\$25,000	\$50,000
838	Direct Participant Training	0	0	\$1,250	\$2,500	\$3,750	\$5,000
828	Support Services	0	\$1,000	\$3,000	\$5,000	\$7,000	\$10,000.75
Total:		0	\$8,133	\$25,332	\$115,829	\$214,459	\$295,647.75

¹ Administrative costs cannot exceed 10% of total funds requested and expended.

Table 4: Partnership Chart-Compensated Partners/Sub-grantees

List all partners that **will receive compensation** from this grant. Signed letters of intent to contract or contracts from partners explaining what they will contribute and their responsibility in operations should be included. *If a compensated partner has a potential or perceived conflict of interest, such as providing donations to the applicant or sitting on the applicant's board of directors, attach a letter of disclosure explaining the relationship of the partner to the applicant organization.* Letters are not counted to the page limit.

Selected grantees must use their internal procurement policy and issue an RFP to select a sub-grantee through a bid as required by the Uniform Guidance.

Type of Organization (e.g. employer, business, educational institution, etc.)	Name and Address of Organization	Responsibilities: (Case Management, Training, Accounting, etc.)	Key Contact Person and Telephone Number	Letter of Intent Enclosed	Responsible for Workforce One Data Entry	Conflict of Interest Disclosure Letter Required?	Anticipated total amount of compensation from grant
Employer	More Doors	Employer of emergency shelter workers	Amy Blair 651-266-4843	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Wages undetermined at this time
Employer	Start Today Hennepin 2531 Marshall St. NE Minneapolis MN 55418	Employer of emergency shelter workers	Amy Blair 651-266-4843	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Wages undetermined at this time
Employer	Food shelves in Ramsey County	Employer of emergency workers	Carissa Glatt 651-266-2506	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Wages undetermined at this time
Non-profit	Goodwill Easter Seals 553 Fairview Avenue N. Saint Paul MN 55104	Case Management Placements Support Services Training	Sheila Olson (651) 379-5864	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$126,000
Non-profit	Hired 217 Fifth Avenue N. Third Floor Minneapolis MN 55401	Case Management Placements Support Services Training	Julie Brekke 612-715-3628	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$126,000

TERMS & CONDITIONS

Employment & Training Programs (ETP) Division

Department of Employment & Economic Development (DEED)

Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker, State Dislocated Worker, Small Layoff Independent Grant (SLIG), Project Start-Up Grants, and Mass Layoff Projects

This attachment provides:

- 1) Contact Information
- 2) Funding Information and Limitations
- 3) Items Required During the Grant Period

1) CONTACTS:

Adult / Dislocated Worker

Nancy Omondi, Director of Adult Programs
(651) 259-7525
Nancy.Omondi@state.mn.us

Lensa Idossa, Supervisor (651)
259-7508
Lensa.Idossa@state.mn.us

Heather Moore, Grants Specialist Senior
(651) 259-7560
Heather.Moore@state.mn.us

Rita Apaloo, Grants Specialist Senior (651)
259-7540
Rita.Apaloo@state.mn.us

John Connell, Grant Specialist Senior
(651) 259-7550
John.CConnell@state.mn.us

Jennifer Thissen, Grants Specialist Senior
(651) 259-
Jennifer.Thissen@state.mn.us

Sou Thao, Grants Specialist Senior
(651) 259-7564
Sou.Thao@state.mn.us

Linda Skogen, Program Monitor (651)
259-7565
Linda.Skogen@state.mn.us

Kokulo Supuwood, Program Monitor
(651) 259-7586
Kokulo.Supuwood@state.mn.us

Amy Carlson, Performance Lead (651)
259-7542
Amy.Carlson@state.mn.us

Trade Adjustment Assistance (TAA)

General TAA Contact

(651) 259-7543 or 888-234-1330

Sarah Saito, TAA Supervisor

(651) 259-7546

Thomas Sommer

(651) 259-7585

Laurie Larson

(651) 259-7681

Jennifer Anderson

(651) 259-7690

Mohamed Farah

(651) 259-7505

Claudette Parchment-Roehrich

(651) 259-7516

Crystal Nickles

(651) 259-7553

Jackie Umlauf

(218) 739-7560

Olajide Williams

(651) 259-7431

Tamika Brewer

(651) 259-7588

Margaret Odanga

(651) 259-7551

Ann Malz

(651) 259-7593

Rapid Response

Marla Beaty, TAA Liaison

(218) 259-380

Liz McLoone, Labor Liaison

(651) 259-7145

Jason Wadell

(651) 259-7552

Mee Yang

(651) 259-7548

John Mohs

(651) 259-7535

Laura Dale

(651) 259-7519

Finance

Chris Ortega, ETP Fiscal Director

(651) 259-7580

Chris.Ortega@state.mn.us

JoAnne Beaudry, Grants Coordinator

(651) 259-7577

Joanne.Beaudry@state.mn.us

FSR/RPR Submittal Address:

DEED.FSR@State.mn.us

Workforce One (WF1) Contact:

Amy Carlson, Performance Lead

(651) 259-7542

Amy.Carlson@state.mn.us

WF1 Website (to submit service desk tickets):

<https://apps.deed.state.mn.us/survey/ticket.shtml>

2) FUNDING INFORMATION AND LIMITATIONS:

- **Research and Development (R&D):** Only applicable to Federal Funds
- **Federal Award Notification (FAIN) Number:** Only applicable to Federal Funds
- **Federal Funding Accountability and Transparency Act (FFATA) Description:** Only applicable to Federal Funds
- **Notice of Award (NOA) Federal Award Signed Date** (the date when the Federal NOA was signed by the authorized official of the Federal awarding agency): Only applicable to Federal Funds
- **DUNs Number:** Grantee must be registered and current with <https://www.sam.gov/portal/SAM/#1>
- **Uniform Guidance §200.331 - Requirements for grantees:**
 - A requirement that the grantee permit the state agency and auditors to have access to the grantee's records and financial statements as necessary for the pass-through entity to meet the requirements of this part; and
 - Appropriate terms and conditions concerning closeout of the subaward.
- **Cost Category Definitions:** See Planning Instructions
- **Administration Limit:** Maximum of ten percent (10%) may be expended for administration costs for formula grants and mass layoff projects.

3) ITEMS REQUIRED DURING THE GRANT PERIOD:

- **Grant Program Monitoring Guide:**
 - Complete and return to program monitor as requested.
- **Monthly Financial Status Report (FSR) / Monthly Reimbursement Payment Request (RPR):**
 - Due 20 days after month end. For example, the June RPR (June 30 end date) is due July 20.
 - Report accrued monthly expenditures.
 - A monthly RPR/FSR is required even if no funds were expended.
- **Quarterly Progress Report (QPR):**
 - Due 30 days after quarter end. For example, the Quarter 1 report (September 30 end date) is due October 30.

Board of Commissioners

Request for Board Action

Item Number: 2021-206

Meeting Date: 4/27/2021

Sponsor: Public Works

Title

Metro Transit Presentation and 2021 Annual Operating Grant Agreement with Metropolitan Council

Recommendation

1. Approve the 2021 Annual Operating Grant Agreement with the Metropolitan Council for METRO Green Line Transitway Service Operating Assistance of \$5,757,357 from Ramsey County for the period January 1, 2021 through December 31, 2021.
2. Authorize the Chair and Chief Clerk to execute the 2021 Annual Operating Grant Agreement.

Background and Rationale

In 2008 the Minnesota Legislature, by Minnesota Statutes Section 297A.992, authorized the seven counties in the Metropolitan area to form a joint powers board and to impose a one quarter percent sales and use tax and an excise tax of \$20 per motor vehicle purchased at retail (Sales Tax). Ramsey, Hennepin, Anoka, Dakota and Washington Counties entered into a joint powers agreement (JPA), formed the Counties Transit Improvement Board (CTIB) and imposed the Sales Tax. CTIB entered into various transit grants for the development and funding of transitways.

On May 31, 2017, the five member counties of CTIB voted affirmatively to dissolve CTIB (CTIB Resolution #32 -2017). For the dissolution of CTIB to proceed, all five counties were required to take individual action to pass a resolution dissolving CTIB. The dissolution was also contingent upon the counties' assumption of existing CTIB funding commitments, including the CTIB share of net operating costs of existing transitway services. On June 13, 2017, the Ramsey County Board voted affirmatively to dissolve CTIB. The final action on dissolution of CTIB took place on June 21, 2017 and the dissolution was effective June 30, 2017.

The dissolution also included implementation of a tax under Minnesota Statutes Section 297A.993 to pay for transit and transportation improvements and an agreement with Hennepin County regarding funding of the CTIB share of net operating costs of identified transitway services, including the METRO Green Line. Minnesota Statutes Section 297A.993 authorizes counties to impose a transportation sales and use tax of up to one-half percent on retail sales and uses and an excise tax of \$20 per motor vehicle to support transit and transportation improvements (Transportation Tax). On June 13, 2017, the Ramsey County Board authorized the implementation of this tax to support transit and transportation improvements upon the termination of CTIB. The tax was imposed effective October 1, 2017.

The Master Operations Funding Agreement for Transitway Services is an agreement among the Metropolitan Council and the Counties of Ramsey, Anoka and Hennepin which sets forth a uniform approach for any grant award from one or more of the counties to the Metropolitan Council for transitway services. It implements the agreements the counties made when CTIB was dissolved. Within the Master Operations Funding Agreement, the parties state the intent to enter into annual operating grant agreements for specific transitway services and the intent that the terms of this Master Operations Funding Agreement shall apply to each annual Operating Grant Agreement, except as otherwise expressly provided in the annual Operating Grant Agreement.

The Metropolitan Council submitted a 2021 Annual Operating Grant Application to Ramsey County and Hennepin County for METRO Green Line Transitway Service Operating Assistance. The METRO Green Line operates between Union Depot in Saint Paul and Target Field in Minneapolis. Under the terms of the CTIB dissolution, the Metropolitan Council is responsible for 50% of the METRO Green Line operating expenses. Of the remaining 50% share of METRO Green Line operating expenses, Ramsey County is responsible for 40% and Hennepin County is responsible for 60%. Ramsey County's share for 2021 is \$5,757,357.

The General Manager and Finance Director from Metro Transit will give a presentation on the details associated with the 2021 Annual Operating Grant Agreement.

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

In Ramsey County the poverty percentage is three times higher for people of color than it is for whites. With greater than 40% people of color living in the Green Line corridor, Green Line service is critical to providing an equitable option for transit dependent people to access employment and education opportunities as well as recreation and health care facilities across the greater metropolitan area. With daily ridership in 2019 of 42,500 people, the Green Line serves multiple areas of concentrated poverty in Ramsey County and is vital to providing residents access to their daily needs.

Community Participation Level and Impact

This is a funding agreement between agencies and as such, there isn't a true component of community participation. However, the continued strong ridership of the line is a clear measure of support for continuing operation of the line. From a participation perspective, this agreement is meant to inform the community of Ramsey County's continued support.

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

Funding in the amount of \$5,757,357 for the 2021 METRO Green Line Transitway Service Annual Operating Grant Agreement is included in the Ramsey County Transportation Sales and Use Tax Capital Improvement Plan, to be paid from proceeds of the one-half percent transportation tax.

County Manager Comments

County Board approval is needed to enter into intergovernmental agreements. The 2021 METRO Green Line Transitway Service Operating Grant Agreement is fully consistent with the term sheet negotiated by the Counties Transit Improvement Board and participating counties within the CTIB dissolution process. The 2021 Annual Operating Grant Agreement is the fourth of five years covered in the Master Operations Funding Agreement, initially approved and executed in 2018.

Last Previous Action

On April 10, 2018, the Ramsey County Board approved the Master Operations Funding Agreement for Transitway Services with the Metropolitan Council and Counties of Ramsey, Anoka and Hennepin (Resolution B2018-106).

On June 13, 2017, the Ramsey County Board approved the dissolution of the Counties Transit Improvement Board (Resolution B2017-142), the Imposition of One-Half Percent Sales Tax for Transportation Improvements (Resolution B2017-143), and the Joint and Cooperative Funding for Certain Transit Projects Agreement with Hennepin County (Resolution B2017-144).

On June 6, 2017, the Ramsey County Board held a public hearing to take public comment regarding the

imposition of the taxes as provided under Minnesota Statutes Section 297A.993.

On March 25, 2008, the Ramsey County Board approved the Joint Powers Agreement establishing the Counties Transit Improvement Board (Resolution 2008-121).

Attachments

1. Master Operations Funding Agreement
2. 2021 Operating Grant Application
3. Metro Transit Presentation on 2021 Operating Grant Application to Ramsey County

METROPOLITAN COUNCIL CONTRACT NO. 18I017

ANOKA COUNTY CONTRACT NO. _____

HENNEPIN COUNTY CONTRACT NO. _____

RAMSEY COUNTY CONTRACT NO. _____

**MASTER OPERATIONS
FUNDING AGREEMENT
FOR
TRANSITWAY SERVICE**

**MASTER OPERATIONS
FUNDING AGREEMENT
FOR
TRANSITWAY SERVICE**

THIS AGREEMENT is entered into between the Counties of Anoka, Hennepin and Ramsey ("Counties"), and the Metropolitan Council ("Council"), a public corporation and political subdivision of the State of Minnesota, on this ____ day of _____, 2018.

RECITALS

1. The Metropolitan Council, a political subdivision of the State of Minnesota, is , eligible to receive Grant Awards from the Counties.
2. The Council has requested or expects to request grants for operation of Transitway Services which are eligible for a Grant.
3. This Agreement is intended to be a Master Operations Funding Agreement setting forth a uniform approach for any Grant Award from the Counties to the Council for Transitway Service. This Agreement shall not obligate the Counties to grant awards in subsequent grant years, but instead shall create a system of accountability for use of County funds.
4. The Parties intend to enter into Annual Operating Grant Agreements for specific Transitway Services and intend that the terms of this Master Operations Funding Agreement shall apply to each Annual Operating Grant Agreement, except as otherwise expressly provided in the Annual Operating Grant Agreement.
5. This Agreement is intended to describe the provisions related to payment of the Net Operating Costs of currently operating transitways and to provide the basis for establishing the counties' share for future lines when operations commence.

IN CONSIDERATION of the foregoing and the other provisions in this Agreement, the Parties agree as follows:

**Article I
DEFINITIONS**

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (such meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the contents hereof specifically indicate otherwise:

Agreement means this Master Operations Funding Agreement.

Master Operations Funding Agreement

Annual Operating Grant Agreement means an annual operating grant agreement for specific Transitway Service entered into by the Counties and the Council for an annual grant.

Annual Operating Grant Application means an annual operating grant application for specific Transitway Service submitted by the Council to the Counties.

Board's Designee means a Board's Chair, or such other person or entity designated from time to time by a Board to act on the Chair's behalf to administer an Annual Operating Grant Agreement.

Effective Date means January 1, 2018.

Grant means the money provided by the Counties to the Council pursuant to an Annual Operating Grant Agreement.

Grant Award means the amount of funds granted in an Annual Operating Grant Agreement.

Council or Grantee means the Metropolitan Council, and its successors and assigns.

Council's Designee means the individual designated in an Annual Operating Grant Agreement to act on its behalf to administer the Annual Operating Grant Agreement for the Council.

County means one or more of the following Parties: Anoka County, Hennepin County and Ramsey County, and may include two or more Counties acting pursuant to a cooperative or joint powers agreement.

Counties means two or more of Anoka County, Hennepin County and Ramsey County; provided that where this Agreement uses "Counties" but the context of the provision requires that the provision could apply to either a single County or to multiple Counties, the provision shall be interpreted to mean "one or more of the Counties".

County Share means, for any particular Annual Operating Grant Agreement, the sum of the Base Share and the Non-Annual Share as further defined in Article V.

Grantor means the Board of Commissioners of a County.

Grant Period means the time period identified in an Annual Operating Grant Agreement.

Material Service Change shall be defined as a 10 per cent or more change in the daily in-service hours of a Transitway Service during the term of the Annual Operating Grant Agreement.

Metro Transit means the division of the Metropolitan Council through which the Council provides regional transit services.

Net Operating Cost or Net Operating Costs shall be defined as the Operating Costs attributable by the Council to a Grant Period less Operating Revenues. Net Operating Costs, defined herein and applicable to this Agreement, shall be derived in a manner consistent with the system of accountability agreed to by the Parties in this Agreement.

Operating Costs means the costs of operating a Transitway Service. This includes direct costs attributable to Transitway Service operations and indirect costs attributable to Transitway Service as follows:

- a. Federal Support Service Allocation: The Federal Transit Administration (“FTA”) has established federal guidelines that allow support services that cannot be charged directly to be allocated between operating and capital operations per Office of Management and Budget (OMB) 2 CFR 200.
- b. Modal Allocation: The Metro Transit Modal Allocation is for joint operating expenses of Metro Transit that support both bus and rail operations, but not capital expenditures. These joint operating expenses are not included in the Federal Support Service Allocation per federal guidelines, as they only support operational needs.
- c. Metropolitan Council Allocation: The Council provides support services for all operations within the Council. These support services are allocated to each Council Operating Unit.

Operating Costs shall not include life cycle capital replacement needs, including rolling stock.

Operating Revenues means revenues reasonably attributable or allocable to a Transitway Service for a Grant Period, including but not limited to:

- a. Revenues attributable by the Council, in consultation with the Counties, to operation of Transitway Service, including but not limited to passenger fares, auxiliary revenue such as advertising, Metropolitan Airports Commission Service Revenue, and other miscellaneous revenues such as interest income;
- b. Any and all federal funds or other applicable funding sources or revenues available to the Council that are specifically designated for operation of Transitway Service;
- c. Any and all federal funds or other applicable funding sources or revenues allocated by the Council, in consultation with the Counties, for operation of Transitway Service.

If significant specially designated revenues for operations of Transitway Service are received from the Minnesota Legislature, the Parties agree to meet and determine the impacts on Operating Revenues and Net Operating Costs, as provided in Section 9.17.

Party or Parties means the Counties or the Council, individually or together, as the context of the Agreement requires.

Proportionate Share of Shared Use Facility Costs means the allocation of Operating Costs of major shared use transitway station facilities, including park and ride facilities that serve express bus routes, according to the following methodologies:

- a. For Rail/Bus Shared Use Facilities: Operating Costs shall be allocated to each respective mode using a weighted formula, with a 50% weight given to ridership for each route using the facility, and a 50% weight given to the number of scheduled trips for each route using the facility.
- b. For Bus Rapid Transit (BRT)/Bus Shared Use Facilities: Operating Costs shall be allocated to each respective mode based on the number of scheduled trips for each route using the facility.

The Proportionate Share of Shared Use Facility Costs will be calculated for the 2018 Base Share amount, and then recalculated every three years on the facilities agreed to for each individual corridor.

Transitway Service means the operation of a county-sponsored transitway, including but not limited to light rail transit, commuter rail transit, or bus rapid transit line, currently including the METRO Blue Line, the METRO Green Line, and Northstar Commuter Rail Transitways. Transitway Service does not include the operating of Arterial Bus Rapid Transit, regular route bus, express bus, Metro Mobility or any other transit services.

Article II PURPOSE

The purpose of this Agreement is to establish a system of accountability for use of County funds for operating Transitway Services, to establish policies for communications among the Parties, allocation of costs, revenues and liability, the terms and conditions under which each County will make annual Grant Awards, and to provide the basis for establishing the County Share of Net Operating Costs when future lines commence operations.

Article III TERM

Section 3.01 **Term.** This Agreement, as may be amended from time to time, shall be effective commencing January 1, 2018 and shall terminate on December 31, 2022 ("Term"). The Agreement will automatically renew for consecutive five-year periods, unless otherwise agreed to by the parties, or as provided for under Section 9.16, Termination and Withdrawal, herein.

Article IV
OPERATING FUNDING COMMITMENTS

Section 4.01 Counties' Commitments. During the Term of this Agreement, each County agrees to pay the sum of the Base Share and the Non-Annual Share (the County Share), to the extent provided in Article V, for a maximum Grant Award set forth in the Annual Operating Grant Agreement, subject to the following allocation of the County Share and conditions set forth below:

	Anoka	Hennepin	Ramsey
Blue Line LRT	--	100%	--
Green Line LRT	--	60%	40%
Northstar Commuter Rail	81.4%	18.6%	--

a. Grants provided under this Agreement or any Annual Operating Grant Agreement or Agreements must supplement, and not supplant, state, federal or other sources of operating assistance available, and such sources may not be diverted to maximize County contributions. Grants from an Annual Operating Grant Agreement may only be used by the Council to pay Operating Costs of Transitway Service, and may not be used to pay the cost of any non-Transitway Service directly or indirectly.

b. Grant Awards shall be subject to the availability and provision of funding from proceeds of taxes authorized by Minn. Stat. § 297A.993 (unless otherwise determined at the sole discretion of each County). Payment by a County in any year is subject to annual appropriation by that County.

c. A County's commitment to provide the County Share of the Net Operating Costs of a Transitway Service shall be subject to an annual operating Grant Award, the execution of an Annual Operating Grant Agreement and compliance with the terms of this Agreement and the Annual Operating Grant Agreement.

d. With respect to Transitway Services extending outside the boundaries of a County, that County's commitment to provide the County Share shall be limited to the percentage agreed upon by the Parties and as set forth herein.

e. A County is not obligated to pay its County Share for a Transitway Service in any year in which the Legislature provides funding for 100% of the Net Operating Costs of such Transitway Service.

Section 4.02 Council Commitment. During the Term of this Agreement, the Council commits to pay for or obtain from other non-County sources at least 50% (or such greater percentage as may be applicable to a Transitway Service) of the Net Operating Costs for each of the Transitway Services.

Article V
THE COUNTY SHARE OF NET OPERATING COSTS

Section 5.01 County Share. The County Share of Net Operating Costs in any year will be the sum of the Base Share and the Non-Annual Share as defined below.

Section 5.02 Base Share.

1. **Definition.** The Base Share of annual Net Operating Costs includes those costs incurred for the normal day-to-day operations of Transitway Service. Such costs include:
 - a. Labor and benefits
 - b. Contracted services including professional and technical services
 - c. Materials, parts and supplies, fuel, repair parts and repair services
 - d. Other expenses including utilities, insurance, leases and rentals, advertising and training
 - e. Allocated expenses including Modal Allocations, Federal Support Service Allocations, Metropolitan Council Allocations, and Contracted Services Allocations.
2. **Initial Amounts of the Base Share.** The initial amounts of the Base Shares, which shall apply for 2018, shall be as follows:
 - a. METRO Blue Line/Green Line Base Share will be \$25,026,223. For the purpose of allocating costs in accordance with Section 4.01, the Council will separately report the expenses and revenues associated with the Blue Line and the Green Line.
 - b. Northstar Commuter Rail Base Share will be \$7,127,181. Note that the County Share of Northstar Commuter Rail Net Operating Costs is 41.95 percent.
3. **Escalation Factor.** For years after 2018, the Base Share shall be increased by 3.15% annually, unless adjusted from time to time as agreed to by the Parties.

Section 5.03 Non-Annual Share.

1. **Definition.** The Non-Annual Share of Net Operating costs includes those costs for scheduled programs that do not occur annually but that are periodically necessary to maintain the normal operation of the Transitway Service. Such costs include:
 - a. Labor training costs for rail overhaul programs
 - b. Rail grinding program
 - c. Station rehabilitation programs (BRT and Rail)
 - d. Tile grouting
2. **Initial Amounts of the Non-Annual Share.** The initial amounts of the Non-Annual Shares, which shall apply for 2018, shall be as follows:
 - a. METRO Blue Line/Green Line Non-Annual Share will be \$750,000. For the purpose of allocating costs in accordance with Section 4.01, the Council will separately report the expenses and revenues associated with the Blue Line and the Green Line.

- b. Northstar Commuter Rail Non-Annual Share will be \$150,000.
3. Escalation Factor. For years after 2018, the Non-Annual Share shall be increased by 3.15% annually, unless adjusted from time to time as agreed to the Parties.
4. Review, Reconciliation and Adjustments. Expenditure of amounts on deposit in the account for the Non-Annual Share will be subject to review and reconciliation by the contributing Counties and specifically budgeted as such by the Council prior to the expenditure. In the event amounts on deposit in the account for the Non-Annual Share accumulate to an amount in excess of twice the annual contribution amount at the end of any given year, the amount of such excess will be distributed back to the County, or proportionally to the Counties, that provided funding for the year just ended. In the event that there is a scheduled, Non-Annual Operating Cost planned for a Transitway Service that exceeds the yearly contribution amount for the Non-Annual Share, the Parties agree to discuss a potential adjustment to the Non-Annual Share.

Section 5.04. **Separate Accounts.** Payments received as Base Share and Non-Annual Share shall be accounted for separately detailing payments received and expenses charged.

Article VI

TRANSITWAY SERVICES BUDGET AND ANNUAL RECONCILIATION

Section 6.01 **Annual Budget Process.** In accordance with the schedule set forth below, the Council shall submit to the Counties both a preliminary and a final budget for operation of each Transitway Service for each calendar year.

a. By June 1st of each calendar year, the Council will present to each County or its designee its preliminary, planned methodology and draft allocations budget plan for the subsequent calendar year operations. The revenue and expense allocation methodology submitted will include methodologies justification for the allocation of federal revenues, advertising and other revenues, passenger revenues, Federal Support Service Allocations, Modal Allocations, and Metropolitan Council Allocations. In addition, the allocation methodology will include all federal revenues generated by operations of the Transitway Service and will identify how the Council plans to allocate these federal revenues between the operations and capital budgets and will identify the capital projects to which the Council plans to allocate the federal funds for the operation of each Transitway Service and any significant changes in the proposed plan. The draft allocations budget plan will identify any significant changes in the proposed plan from the prior year. The Parties agree to meet prior to June 15th and discuss the planned allocation and draft budget for the subsequent calendar year operations prior to the preliminary annual budget adoption by the Council in August of each year.

b. By August 15th of each calendar year, the Council will present to each County, for its review and discussion, the Council's preliminary annual operations budget for the subsequent calendar year operations for operations of each Transitway Service funded by

such County. This preliminary annual operations budget shall include detail on Operating Costs including the Base Share and the Non-Annual Share, Operating Revenues, other sources of funding including State of Minnesota appropriations and other regional, state and federal funding, ridership projections, hours of annual service, staffing levels, and detail of allocations including: Federal Support Services Allocations, Modal Allocations and Metropolitan Council Allocations. The Council shall respond to the Counties' comments on the preliminary annual operations budget within a reasonable time but prior to the Council adoption of the annual operations budget in December of each year.

c. The Counties' Grant Awards will be based upon the annual operating grant application prepared in accordance with Article V of this agreement and submitted in accordance with Article VII of this agreement.

d. The Council is required to provide each affected County at least a 60-day prior notice for any Material Service Changes that are different from the County-approved Annual Operating Grant Agreement for a Transitway Service. The Council may not implement any Material Service Changes without due regard for, and the timely involvement of, the County or Counties paying for such Transitway Service.

e. The Council shall submit a final annual operations and capital budget to each County after adoption by the Council in December of each year.

Section 6.02. Quarterly Financial Reports and Monthly Operations Reports. On a quarterly basis for all Annual Operating Grant Agreements, the Council will present to the Counties a Year to Date (YTD) Quarterly Financial Report for the operations of each Transitway Service. This quarterly financial report will be submitted to the Counties within 45 days of the quarter end and will include variances for actual versus budget revenue and expense financial results and ridership. In addition, the Quarterly Financial Reports for the second and third quarter shall include an end-of-year forecast of financial operations including variances for actual versus budget revenue and expense financial results and ridership.

By the last day of each month, the Council shall provide a monthly briefing report for the prior month that includes:

- Ridership data including Monthly and YTD Ridership versus Budget, Ridership Trends, and detail of weekday and weekend ridership estimated by station, if available;
- Operational highlights including service changes, impacts on service, new initiatives, major repairs and maintenance, and any potential items that may positively or negatively impact the annual budget financial results; and
- Other information as may be reasonably requested by the Counties.

Section 6.03 Year-End Operations And Financial Report. On or about July 15 of each year, the Council shall present to the Counties for review and comment an audited year-end operations and financial report ("Year-End Operations and Financial Report") for the prior calendar year. This prior year audited Year-End Operations and Financial Report will be

presented by July 15th of each subsequent calendar year and will include variances for actual versus budget revenue and expense financial results.

Section 6.04 Reconciliation/Surplus Monies. Within thirty (30) days of publication of the Council's Comprehensive Annual Financial Report, any surplus moneys provided to the Council by each County for Transitway Services and any interest earnings generated by each County's contribution of funds to the Council shall be returned to each County in proportion to its contribution upon completion of operations authorized by an Annual Operating Grant Agreement. If the Annual Operating Grant Agreement is terminated for any reason and any balance remains after all operating costs are paid, said balance will be owed to the Counties within thirty (30) days of publication of the Council's Comprehensive Annual Financial Report.

Article VII ANNUAL OPERATING GRANTS

Section 7.01 Annual Operating Grant Process. Each County will establish its grant process requirements and timeline annually. If a County does not act to change such requirements and timeline, the requirements and timeline from the previous year shall carry forward.

a. Grant Application Requirements.

1) **Grant Timeline.** Each County will identify the timeline for submitting annual grant requests.

2) **Council Application.** The Council shall submit an Annual Operating Grant Application for each Transitway Service for which it seeks County funds.

3) **Form of Grant Application.** Grant applications must be submitted in a form prescribed by each County. The Council must provide, in addition to all other information required by a County, the estimated cost of the Transitway Service, the amount of the grant sought, sources of funding in addition to the grant sought, and a detailed budget for the Base Share and the Non-Annual Share.

b. County Grant Awards. A County may award grants to the Council for operation of Transitway Services, subject to such terms and conditions as the County may determine in its sole discretion and consistent with the terms of this Agreement and state statutes. Any Grant Award shall be at the sole discretion of the County and shall be subject to the availability of funds.

Section 7.02 Annual Operating Grant Agreements.

a. Grant of Moneys. The Counties may make funds available to the Council pursuant to Annual Operating Grant Agreements.

b. Terms and Conditions. The Annual Operating Grant Agreements shall incorporate the terms and conditions of this Agreement and the Annual Operating Grant Agreement terms and conditions, attached to and incorporated as part of this Agreement as Attachment A. The Annual Operating Grant Agreement may also incorporate specific

terms, conditions and exceptions applicable to a specific Transitway Service, as deemed necessary by a County.

c. **Termination.** Termination of this Agreement shall not result in the automatic termination of an Annual Operating Grant Agreement nor any terms of this Agreement incorporated therein.

d. **Conflict.** In the event of a conflict between the terms of this Agreement and the Annual Operating Grant Agreement, the terms of this Agreement shall prevail unless the Annual Operating Grant Agreement specifically modifies the terms of this Agreement through the inclusion of special terms, conditions or exceptions.

Section 7.03 **Use of Grant Proceeds.**

a. **Council Responsible for Operation.** The Council shall be solely responsible for the operating plans and operation of Transitway Services, which may include contracts with third party providers, for which the Council receives a Grant Award from a County pursuant to an Annual Operating Grant Agreement. A County shall have no control over nor any responsibility for any Transitway Service operating plans or operating any Transitway Services.

b. **Council as Fiscal Agent.** The Council shall serve as fiscal agent for the operations of the Transitway Services and shall provide proper accounting, investment, disbursement and financial reporting of any and all monies received and disbursed by the Council on behalf of all entities providing financial support for operation of the Transitway Services.

c. **Use of Grant Proceeds.** The Council shall use a Grant solely for the Transitway Service for which the Annual Operating Grant Agreement is made. To the extent practicable, the Council shall comply with all contractual and other requirements necessary to maximize federal and state funding for the Transitway Service for which the Annual Operating Grant Agreement is made. Grant proceeds may not be used to reimburse the Council for expenses incurred prior to the Commencement Date or after the Termination Date of the Annual Operating Grant Agreement.

Section 7.04 **Disbursement of Grant Moneys.**

a. Grant moneys will be disbursed in four equal quarterly payments in February, May, August, and November.

b. The Counties will distribute to the Council Grant funds upon receipt of a Grant Disbursement Request in a form acceptable to the Counties.

c. Following the receipt and review of the Quarterly Financial Reports for either the second or third quarters, as required in Section 6.02, a County or its designee may decrease the remaining quarterly disbursements if the forecasted expenditures for the upcoming quarter(s) are likely to be significantly less than the approved disbursement schedule.

Section 7.05 **Grant Not a Loan.** Grant Awards are not intended to be loans.

**Article VIII
REPORTS AND COMMUNICATIONS**

Section 8.01 **Recordkeeping, Reporting and Access to Records.** The Council shall establish and maintain accurate, detailed, and complete books, accounts, records, documents and other evidence pertaining to the costs or expenses and receipts and expenditures associated with the operation of Transitway Services in accordance with generally accepted accounting principles and practices. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Council shall allow the Counties or other persons or agencies authorized by the Counties, the Legislative Auditor, or the State Auditor access to the Council's books, accounts, records, documents, accounting procedures and practices, and other information relevant to this Agreement, Transitway Services or Grants at reasonable hours and with reasonable notice for purposes of inspection, audit, and copying. The Council shall retain all of such books, accounts, records, documents, and other evidence until the later of:

- a. six (6) years following December 31, 2022 or six (6) years following a later termination date if this Agreement is renewed pursuant to Section 3.02 or six (6) years following the date of termination pursuant to Section 9.16; or
- b. if any litigation, claim, or audit is commenced during either such period, when all such litigation, claims or audits have been resolved.

The provisions of this Section shall survive termination of this Agreement.

Section 8.02 **Supplemental Reports.** The Council shall promptly provide additional information and make supplemental reports to the Counties as may be reasonably requested by the Counties.

Section 8.03 **Financial/Operations Working Group.** The Parties shall create a financial working group consisting of finance and operations representatives of each Party to coordinate their respective financial responsibilities and to provide ongoing oversight to all financial and reporting requirements. Each Party shall appoint appropriate personnel to serve on this working group which shall meet on a regular schedule or at the request of any Party.

Section 8.04 **Communications Between the Parties Regarding Financial Matters.** In order to facilitate the orderly and convenient exchange of financial information relating to this Agreement, the contact person for the Council shall be the Director of Finance for Metro Transit and the contact person for each of the Counties shall be as follows:

Dee Guthman, Deputy County Administrator, Anoka County
David Lawless, Finance Director, Hennepin County
Johanna Berg, Deputy County Manager, Ramsey County

or such other persons as the Council and Counties shall identify. The financial contact persons will be individuals with sufficient knowledge, authority and availability to be readily able to respond to inquiries regarding the Agreement.

Section 8.05 **Contract Administration.** Ed Petrie, or a successor noticed in accordance with the notice provisions of Section 9.04 ("Council Contract Administrator"), shall manage this Agreement on behalf of the Council and serve as liaison between the Council and the Counties. Each County shall identify a staff person who will manage this Agreement on behalf of such County and serve as liaison between the Council and such County. Each Annual Operating Grant Agreement shall identify specific contract administrators who will be responsible for contract management of the Annual Operating Grant Agreement on behalf of the Council and each Counties and who shall serve as liaisons between the Council and that County for each specific Transitway Service funded by the County.

Article IX MISCELLANEOUS

Section 9.01 **Non-Discrimination.** The Council agrees to not engage in discriminatory employment practices in the operation of a Transitway Service and it shall, with respect to such activities, fully comply with all of the applicable provisions contained in Minn. Stat. Chap. 363A, as such may subsequently be amended, modified or replaced from time to time.

Section 9.02 **Indemnification by the Council.** To the fullest extent permitted by law, the Council shall defend, indemnify, and save harmless each of the Counties, its elected officials and officers, agents and employees from all claims, suits, demands, damages, judgments, costs, interest, and expenses, including negligent acts or omissions of the County, its elected officials and officers, agents or employees, arising out of the operation of a Transitway Service.

Neither the Counties nor the Council waives any immunities, defenses or limitations on liability available to the Parties at law or in equity and the Parties expressly agree that the terms of this Agreement shall not be construed to effect any such waiver.

During the term of this Agreement, the Council shall name Anoka and Hennepin Counties as additional insured on the railroad liability insurance coverage for the Northstar Transitway Service.

Section 9.03 **Relationship of the Parties.** Nothing contained in this Agreement or an Annual Operating Grant Agreement is intended or should be construed in any manner as creating or establishing the Council as an agent, representative, or employee of the Counties in the performance of this Agreement or an Annual Operating Grant Agreement, the operation of a Transitway Service, or the acquisition of an interest in, improvement on or use of real property. All personnel of the Council or other persons acting on behalf of the Council while engaging in the performance of this Agreement or an Annual Operating Grant Agreement, the operation of a Transitway Service, or the acquisition of an interest in, the improvement, or use of real property shall not have any contractual relationship with the Counties, and shall not be considered employees of the Counties. In addition, all claims that may or might arise on behalf of said

personnel or other persons while so engaged out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against Council, its officers, agents, contractors, or employees shall in no way be the responsibility of the Counties. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Counties, including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 9.04 Notices. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the Party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by any Party by written notice to the other Party or Parties:

To the Council at:

Regional Administrator
Metropolitan Council
390 Robert Street North
St. Paul, MN 55101

With a copy to:

General Manager
Metro Transit
560 Sixth Avenue North
Minneapolis, MN 55411-4398

To Anoka County at:

Deputy County Administrator
Anoka County
2100 Third Avenue, Suite 700
Anoka, MN 55303

To Hennepin County at:

County Administrator
Hennepin County
A-2303 Government Center
300 South 6th Street
Minneapolis, MN 55487-0233

To Ramsey County at:

Deputy County Manager/Economic Growth and Community Investment
Ramsey County
214 East 4th Street
Saint Paul, MN 55109

Section 9.05 Binding Effect and Assignment or Modification. This Agreement and any Annual Operating Grant Agreement shall be binding upon and inure to the benefit of the Council and the Counties and their respective successors and assigns, provided, however, that neither the Council nor any County, may assign any of its rights or obligations under this Agreement or an Annual Operating Grant Agreement without the prior written consent of the other Party. No change or modification of the terms or provisions of this Agreement or an Annual Operating Grant Agreement shall be binding on either the Council or the Counties, unless such change or modification is in writing and signed by an authorized official of the Party against which such change or modification is to be imposed.

Section 9.06 Waiver. Neither the failure by the Council or the Counties, in any one or more instances to insist upon the complete and total observance or performance of any term or provision of this Agreement or an Annual Operating Grant Agreement, nor the failure of the Council or the Counties to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Council or the Counties, in exercising any right or remedy under this Agreement or an Annual Operating Grant Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 9.07 Choice of Law and Venue. All matters relating to the validity, construction, performance, or enforcement of this Agreement or an Annual Operating Grant Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement or an Annual Operating Grant Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the County of Hennepin, State of Minnesota.

Section 9.08 Severability. If any provision of this Agreement or an Annual Operating Grant Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect, and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 9.09 Data Practices. The Council and the Counties agree with respect to any data that they possess regarding a Grant to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes, as such may be amended, modified or replaced from time to time.

Section 9.10 Survival of Obligations. All representation, warranties and obligations of the Council hereunder shall survive the expiration or termination of this Agreement, and the Council, its successors and assigns shall be fully bound by such representations, warranties and obligations, unless waived by Counties. To the extent that the Counties have a specific quarterly payment obligation under an executed Annual Operating Grant Agreement, but the payment has not yet been made, that particular quarterly payment obligation shall survive the termination or expiration of these agreements.

Section 9.11 Acknowledgment of Counties Funding for a Transitway Service. The Council shall acknowledge the appropriate County as a funding partner in all promotional, branding and educational materials related to County-funded Transitway Services.

Section 9.12 Alternative Dispute Resolution. In the event of a dispute between the Parties arising under this Agreement or an Annual Operating Grant Agreement, the appropriate Parties agree to attempt to resolve their dispute by following the process described below:

a. A Party (the Initiating Party) may initiate this dispute resolution process by providing the other Party (or Parties) with a written notice describing the perceived conflict, the Initiating Party's position, and underlying reasons therefore.

b. The other Party or Parties (Responding Party or Parties) shall, within ten (10) business days of receipt of such notice, provide the Initiating Party with a written response describing its view of the perceived conflict, the Responding Party's or Parties' position, and underlying reasons therefor.

c. The Parties shall meet within fourteen (14) business days from the date the Initiating Party receives the Responding Party's response to resolve the dispute. If the Parties are unable to resolve the dispute, the Parties shall meet with a neutral facilitator to be agreed upon by the Parties within ten (10) business days from the date of the meeting. Costs of such facilitator shall be shared equally by the participating Parties.

d. At the first meeting the neutral facilitator will assist the Parties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, and establish a meeting agenda for any subsequent meetings. The Parties shall agree on a process for resolving the problem which could involve additional negotiations, mediation, or arbitration.

e. In developing the process the Parties will be guided by the following principles:

- 1) The Parties will attempt in good faith to reach a negotiated settlement.
- 2) The Parties agree there will be fair representation of the Parties.
- 3) The Parties will use legal proceedings as a last resort.

- 4) In the event the Parties are unable to resolve the dispute, each Party shall retain all rights, remedies, and defenses it had prior to entering the process, except that each Party shall be responsible for their own attorney's fees and costs.

Section 9.13 Compliance with Laws. The Council shall provide Transitway Services in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Transitway Service.

Section 9.14 Use of Contractors. The Council may engage contractors to perform Transitway Service activities. However, the Council retains primary responsibility to the Counties for performance of Transitway Services and the use of such contractors does not relieve the Council from any of its obligations under this Agreement or an Annual Operating Grant Agreement.

Section 9.15 No Third Party Beneficiary Rights. Nothing in this Agreement or an Annual Operating Grant Agreement is intended or may be construed to create third party beneficiary rights or to give any person or entity, other than the Parties hereto, their permitted successors, and permitted assigns, any legal or equitable right, remedy, or claim under this Agreement.

Section 9.16 Termination and Withdrawal.

1. Termination. This Agreement shall terminate upon the occurrence of any one of the following events:
 - a. The Legislature eliminates the provisions of Minnesota Statutes Section 297A.993, restricts their use to preclude or limit payment under this Agreement or Annual Operating Grant Agreements, materially reduces the base to which the authorized grants apply, or redirects or changes the use of proceeds of the taxes.
 - b. When the Parties agree, by resolution adopted by the respective governing bodies, to terminate this Agreement.
 - c. When necessitated by operation of law or as a result of a final decision by a court of competent jurisdiction.
2. Withdrawal. A County may withdraw from this Agreement if the Transitway Service that it is obligated to fund hereunder ceases operations.
3. Partial Termination of Obligations. If a County has committed to fund more than one Transitway Service and if one of the Transitway Services for which it is obligated to fund ceases operation, the County's obligation to fund such Transitway Service hereunder is terminated.

Section 9.17 **Reopening Conditions.** The Parties acknowledge that there may be a need to make adjustments to the terms and conditions set forth in this Agreement to address potential and/or unforeseen circumstances. Any Party may request consideration of specific circumstances; however, the following conditions will be cause to equitably renegotiate the terms of this Agreement:

1. A significant change to Operating Revenues, including but not limited to a fare increase.
2. A proposed material service change that would result in 25% or more change in daily in-service hours of a Transitway Service.
3. A new Transitway Service commences operation, for purposes of establishing the Base Share and Non-Annual Share for the new Transitway Service, adding a party, if necessary, and adding a rail transitway service mode; provided, however, that direct or indirect costs associated with agreements with co-located freight railroad companies shall be addressed by separate agreement of the Parties hereto and such costs are not included in the obligations of this Agreement.
4. An extension to an existing Transitway Service or the addition of a new station on an existing Transitway Service.
5. The Minnesota Legislature modifies the Minnesota Statutes Section 297A.993 sales tax base.
6. An unforeseen circumstance occurs that results in significant on-going Operating Costs to the Transitway Service.

In the event that a Party requests the re-opening of this Agreement or one or more of the above listed conditions arises, the Parties agree to meet in good faith to discuss and propose an appropriate resolution.

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Master Operations Funding Agreement

IN TESTIMONY HEREOF, the Parties have executed this Master Operations Funding Agreement For Transitway Service on the day and date indicated immediately below their respective signatures intending to be bound thereby.

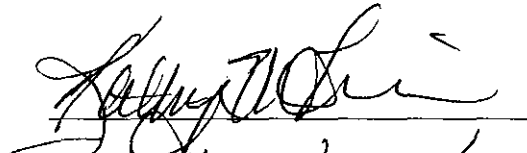
ANOKA COUNTY
STATE OF MINNESOTA

Reviewed by the Board's Attorney

By: 

Its: Chair, Anoka County Board of Commissioners

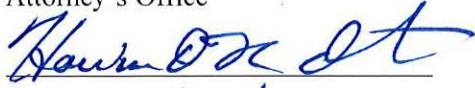
Date: 5-15-18


Date: May 18, 2018

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HENNEPIN COUNTY
STATE OF MINNESOTA

Reviewed by the County
Attorney's Office



Date: 3/27/18

By: 
Chair of Its County Board

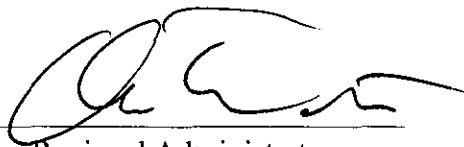
Date: 3-30-18

By: 
County Administrator

Date: 3/27/18

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**METROPOLITAN COUNCIL
STATE OF MINNESOTA**

By: 
Its: Regional Administrator
Date: 03/12/2013

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Master Operations Funding Agreement

RAMSEY COUNTY
STATE OF MINNESOTA

Reviewed by the County
Attorney's Office

Paul B. Julia

Date: 4/15/18

By:

Jim M...
Chair of Its County Board

Date:

4/10/18

By:

Janet M. ...
Chief Clerk - County Board

Date:

4/10/18

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ATTACHMENT A

**ANNUAL OPERATING
GRANT AGREEMENT
FOR THE**

TRANSITWAY SERVICE

Grant Period: _____, _____ to _____, _____

**ANNUAL OPERATING
GRANT AGREEMENT
FOR THE**

TRANSITWAY SERVICE

THIS AGREEMENT is entered into between _____ County, Grantor, and the Metropolitan Council, Grantee, a public corporation and political subdivision of the State of Minnesota, on this ____ day of _____, _____,

RECITALS

1. Anoka County, Hennepin County, Ramsey County and the Council have entered into a four-party Master Operations Funding Agreement for Transitway Services, effective January 1, 2018, and denominated _____ (“Master Agreement”). The Parties provide in that agreement that funding for each Transitway Service will be determined in Annual Operating Grant Agreements.

2. Grantee, a political subdivision of the State of Minnesota, is eligible to receive a Grant Award from Grantor.

3. Grantee has submitted a grant application, attached as Exhibit A to this Agreement, for operations funding of the _____ Transitway Service.

4. *[FOR NORTHSTAR: The Parties contemplate that Grantee shall obtain 8.05% of the Net Operating Costs from the Sherburne County Regional Railroad Authority pursuant to the Northstar Corridor Commuter Rail Master Operations Funding Agreement that became effective on or about May 30, 2007.]*

IN CONSIDERATION of the Grant and other provisions in this Agreement, the Parties to this Agreement agree as follows.

**Article I
DEFINITIONS**

Section 1.01 **Defined Terms.** Unless the context otherwise requires, or as otherwise defined in this Section 1.01 of this Agreement, capitalized terms used herein shall, for all purposes of this Agreement, have the meanings specified in the Master Agreement.

Agreement means this Annual Operating Grant Agreement for the _____ Transitway Service.

Budget and Disbursement Schedule means the budget for Transitway Service operations as set forth in Exhibit B to this Agreement.

Commencement Date means the date on which the Grant Period begins as identified in Section 2.02.

Grant means the money provided by Grantor to Grantee pursuant to this Agreement.

Grant Award means the dollar amount identified in Section 2.01 of this Agreement.

Grant Period means the period identified in Section 2.02 of this Agreement.

Master Agreement means the Master Operations Funding Agreement for Transitway Service effective January 1, 2018, denominated [insert contract numbers] _____, setting forth a uniform approach for Grantor funding of Transitway Services.

Maximum Grant Amount means the dollar amount identified in Section 2.01 of this Agreement.

Termination Date means the date on which the Grant Period ends as identified in Section 2.02 of this Agreement.

Transitway Service means the operation of _____ transit service as described in the Grant application, which is attached as Exhibit A to this Agreement and incorporated herein by reference.

Article II OPERATING GRANT

Section 2.01 **Grant of Funds.** Grantor agrees to provide Grantee funds in the amount of \$ _____ to pay the County Share of the Net Operating Cost of the Transitway Service during the Grant Period (the "Grant Award" or the "Maximum Grant Amount") to be disbursed in accordance with Section 2.03 of this Agreement and Exhibit B to this Agreement ("Budget and Disbursement Schedule").

Section 2.02 **Grant Period.** This Grant shall be effective for a period of _____ (the "Grant Period"), commencing _____ (the "Commencement Date") and ending _____ (the "Termination Date"). Grant proceeds may not be used to reimburse Grantee for expenses incurred prior to the Commencement Date or after the Termination Date.

Section 2.03 **Disbursement of Grant Funds.**

- a. Grantor will distribute to Grantee Grant funds for Operating Costs for the Transitway Service upon receipt of a grant disbursement request in a form

acceptable to Grantor and in accordance with the Budget and Disbursement Schedule attached as Exhibit B to this Agreement and incorporated herein.

b. Grant funds distributed pursuant to this Agreement shall be accounted for and included in the reconciliation for the Grant Period in accordance with Section 5.04 and Section 6.04 of the Master Agreement.

Section 2.04 **Grant Not a Loan.** The Grant is not intended to be a loan.

Section 2.05 **Contribution to Net Operating Costs for the Transitway Service.**

a. Grantee shall use the Grant to pay for the Net Operating Costs for the Transitway Service for the Grant Period.

c. Notwithstanding any provision in this Agreement to the contrary, in no event shall the Grant exceed the Maximum Grant Amount.

Article III GRANTEE REPRESENTATIONS AND WARRANTIES

Section 3.01 **Grantee Representations and Warranties.** With respect to this Agreement, Grantee covenants with and represents and warrants to Grantor as follows:

a. Grantee has legal authority to enter into, execute and deliver this Agreement, and it has taken all actions necessary to its execution and delivery of this Agreement and has the legal authority to operate or pay for operation of the Transitway Service.

b. This Agreement is a legal, valid and binding obligation of Grantee enforceable against Grantee in accordance with its terms.

c. Grantee will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties contained in this Agreement and the Master Agreement.

d. To the best of Grantee's knowledge after due search and inquiry, it has made no material false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it previously submitted to Grantor or which it will submit to Grantor in the future relating to the Grant or the disbursement of any of the Grant is and will be true and correct.

e. To the best of Grantee's knowledge after due search and inquiry, it is not in violation of any provisions of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, before any judicial body or governmental authority, against or affecting it relating to the operation of the Transitway Service, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement or to perform any of the acts required of it in this Agreement or the Master Agreement.

f. Neither the execution and delivery of this Agreement, nor compliance with any of the terms, conditions, requirements, or provisions contained herein or in the Master Agreement is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which Grantee is now a party or by which it is bound.

g. Grantee will use the Grant solely for Operating Costs of the Transitway Service.

h. The Grant and Transitway Service will be performed and operated in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Grant.

i. Grantee has complied or will comply with any matching funds representations contained in Grantee's application for Grantor funding for the Transitway Service.

j. Grantee shall be responsible for operations of the Transitway Service. Grantee has secured the funding sources needed, in addition to the Grant Award, to operate the Transitway Service for the Grant Period.

k. Grantee shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be reasonably required and requested in writing by Grantor.

Article IV

DEFAULT AND TERMINATION FOR CAUSE

Section 4.01 **Termination For Cause.** In the event that the Parties are unable to resolve a dispute arising out of a material breach of this Agreement pursuant to Section 9.12 of the Master Agreement, Grantor may terminate this Agreement and its obligation to provide funds under this Agreement for cause by providing thirty (30) days' written notice to Grantee.

Section 4.02 **Remedies.** Upon the occurrence of any breach of this Agreement and at any time thereafter until such breach is cured to the satisfaction of Grantor, Grantor may enforce any or all of the following remedies.

a. Grantor may refrain from or delay disbursement of the Grant, or any part of it; provided, however, Grantor may make such a disbursement after the occurrence of a breach without thereby waiving its rights and remedies hereunder.

b. Grantor may demand that the portion of the Grant already disbursed to Grantee be returned to it, and upon such demand Grantee shall return such portion to Grantor.

c. Grantor may enforce any additional remedies it may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that Grantor would otherwise possess and shall survive termination of this Agreement.

Article V CONTRACT ADMINISTRATION

Section 5.01 **Contract Administration.** [INSERT NAME AND TITLE OF GRANTEE CONTRACT MANAGER], or successor noticed in accordance with the notice provisions of Section 6.01 of this Agreement ("Grantee Contract Administrator") shall manage this Agreement on behalf of Grantee and serve as liaison between Grantee and Grantor. [INSERT NAME AND TITLE OF GRANTOR CONTRACT MANAGER], or successor noticed in accordance with the notice provisions of Section 6.01 of this Agreement ("Grantor Contract Administrator") shall manage this Agreement on behalf of Grantor and serve as liaison between Grantee and Grantor.

Article VI MISCELLANEOUS.

Section 6.01 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing, and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the Party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either Party by written notice to the other:

To Grantee at:

To Grantor at:

_____,

With a copy to:

Section 6.02 **Integration of Master Operations Funding Agreement; Entire Agreement.** The terms, conditions and definitions of the Master Agreement are expressly incorporated into this Agreement except as expressly stated in this Agreement. This Agreement, the Master Agreement and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between Grantee and Grantor, and there are no other agreements,

either oral or written, between Grantee and Grantor on the subject matter hereof regarding the currently included Transitway Services.

Section 6.03 **Additional Requirements.** Grantee and Grantor agree to comply with the following additional requirements:

NONE

Section 6.04 **Survival of Obligations.** All representations, warranties and obligations of Grantee hereunder shall survive the expiration or termination of this Agreement, and Grantee, its successors and assigns shall be fully bound by such representations, warranties and obligations, unless waived in writing by Grantor. To the extent that the Counties have a specific quarterly payment obligation under an executed Annual Operating Grant Agreement, but the payment has not yet been made, that particular quarterly payment obligation shall survive the termination or expiration of these agreements.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.)

IN TESTIMONY HEREOF, Grantee and Grantor have executed this Annual Operating Grant Agreement on the day and date indicated immediately below their respective signatures.

GRANTOR

_____-COUNTY

ATTEST:

By: _____

Its: _____

Date: _____

By: _____

Its: _____

Date: _____

**GRANTEE
METROPOLITAN COUNCIL**

By: _____

Its: _____

Date: _____

EXHIBIT B

BUDGET BY REVENUE SOURCE

Operating Grant Application Summary

Date of Submittal: January 5, 2021

Contract Contact

Contract Contact Person and Title: Weston Kooistra, General Manager, Metro Transit

Phone No: (612) 349-7510

Mailing Address: Metro Transit FT Heywood Office / 560 Sixth Avenue North

City: Minneapolis

State: MN

Zip Code: 55411

Email Address: wes.kooistra@metrotransit.org

Application Contact

Application Contact Person and Title: Ed Petrie, Director of Finance, Metro Transit

Phone No: (612) 349-7624

Mailing Address: Metro Transit FT Heywood Office / 560 Sixth Avenue North

City: Minneapolis

State: MN

Zip Code: 55411

Email Address: Edwin.petrie@metrotransit.org

Transitway Information

☐ METRO Blue Line

☐ Northstar Commuter Rail

XXX METRO Green Line

Grant Activity Period Start Date: 01/01/2021

Grant Activity Period End Date: 12/31/2021

Grant Project Description: Provide a brief description of the transitway and Base Share and Non-Annual Share activities to be funded in 2021.

1. Transitway Description

This grant application is to request Light Rail Operating Assistance for the METRO Green Line from Hennepin and Ramsey County for service between Target Field Downtown Minneapolis and the Union Depot St Paul for the period of January 1, 2021 to December 31, 2021.

Detailed Project Schedule:

- 1) Plan to return to Special Event Service in Calendar Year 2021
- 2) Established Ridership Budget of 5,362,539
- 3) Continue work on Interlockings and Signal Replacement

2. Base Share Activities

METRO Green Line Base Share Operating Assistance from Hennepin and Ramsey County for service between Target Field Downtown Minneapolis and the Union Depot St Paul for the period of January 1, 2021 to December 31, 2021. The Base Share of annual Net Operating Costs include those costs incurred for the normal day to day operations of Transitway Service and are consistent with the Master Operations Funding Agreement.

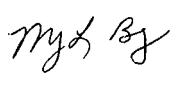
3. Non-Annual Share Activities

The Non-Annual Share of METRO Green Line costs include those costs for schedule programs that do not occur annually but that are periodically necessary to maintain the normal operation of the Transitway Service. The Non-Annual Share Activities for the 2021 Grant will be consistent with the Master Operations Funding Agreement.

Non-Annual Share Activities in 2021 will include Labor Training Costs for rail overhaul programs and Station Rehab Programs and floating slab replacement .

Funding Information

Total Grant Project Cost Base Share Amount: \$44,672,576 (100%) Non-Annual Share Amount: \$1,250,642 (100%)	Ramsey County Funds Requested (\$, %) Base Share Amount: \$5,507,229 (12%) Non-Annual Share Amount: \$250,128 (20%)
Farebox Revenue Provided (\$, %) \$5,810,876 (13%)	Other Operating Revenues (\$, %) <ul style="list-style-type: none">• Advertising \$553,744 (1%)• MAC• Other Interest Income \$35,023 (0%)
State Funds Provided (\$, %) Base Share Amount: 14,247,040 (32%) Non-Annual Share Amount \$625,321 (50%)	Federal Funds Provided (\$, %) <ul style="list-style-type: none">• CARES Act \$10,257,821 (23%)• Other

Greater MN MnDOT Funds Provided (\$, %)	Other Funds Provided (\$, %)
Signature: 	Title: Acting Regional Administrator
Date: Jan 7, 2021	

2021 Operating Grant Request METRO Green Line

Ramsey County

April 27, 2021

2021 Operating Grant Requests

- COVID Service Impacts
- Federal Relief Funding
- Ridership
- 2021 Grant Request

Presented By:
Ed Petrie
Director Finance
Metro Transit

Federal Relief Funding

- CARES (Coronavirus Aid Relief and Economic Security) Act
 - Signed into law March 27, 2020, Grant Approved May 29, 2020
 - Regional Funds of \$226.5M
- CRRSAA (Coronavirus Response and Relief Supplemental Appropriations) Act
 - Signed into law December 27, 2020
 - Regional Funds of \$185.9M
 - Grant applied for March 2021, Anticipate Grant Approval May 2021
- ARP American Rescue Plan Funds
 - Signed into law March 11, 2021
 - Regional Funds of \$313.4M, Grant Application planned May 2021
 - Council has informed the Legislature it will use these funds to balance Regional Transit Operations across all modes through SFY 2024/2025
- NOTE: All Federal Funds Not Available until drawn based on eligible expenses

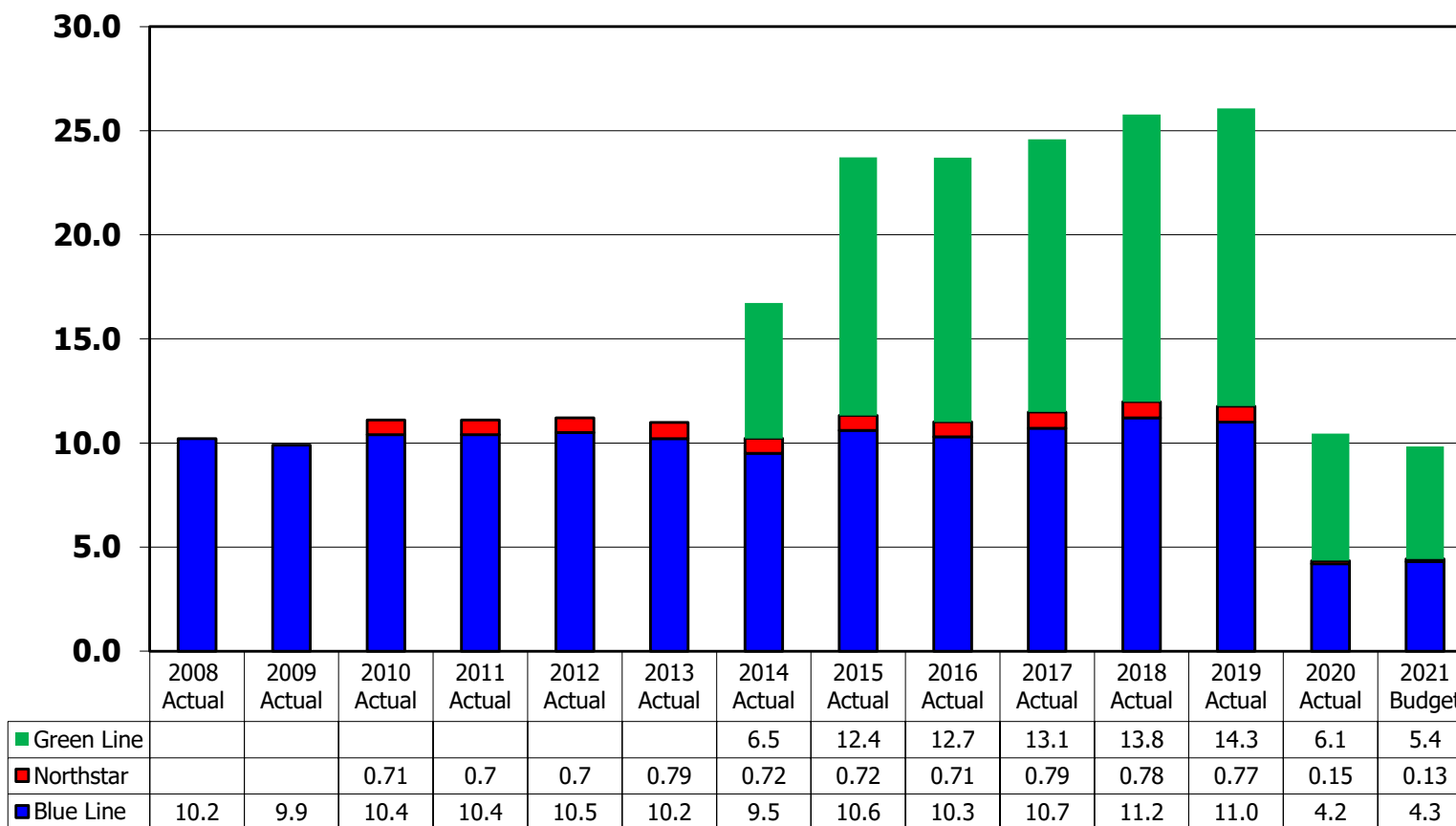
Federal Relief Funding

CARES:	\$226.5M
CRRSAA:	\$185.9M
ARP:	\$313.4M
Total Federal Relief Funding:	\$725.8M

Federal Relief Benefit Allocated By Year

ALLOCATION OF FEDERAL RELIEF BENEFIT BY YEAR									
In Millions			2020	2021	2022	2023	2024*	2025*	Total
Bus			57.50	51.54	43.56		69.65	73.71	295.96
**Bus Capital Maintenance				19.16					19.16
Light Rail			12.30	18.40	12.61	7.45	15.48	15.51	81.75
**Light Rail Capital Maintenance				75.10					75.10
Commuter Rail			0.20	2.50	0.60				3.30
Metro Mobility			6.38	6.70	28.04	20.22	43.44	49.60	154.38
Fixed Route			4.40	4.40					8.80
Transit Link/Planning			2.00	2.00					4.00
Regional Providers			12.10	9.90			16.80		38.80
Transit Safety Initiative				3.20	7.20	4.90	13.27	15.99	44.56
Total Allocated Federal Funding			94.88	192.89	92.01	32.57	158.64	154.81	725.80
*Estimated allocations by mode to balance Transit Operations though SFY 2024/2025									
**MVST applied to Capital Maintenance with CRRSA applied to operating.									

Metro Transit Rail Ridership (in millions)



NOTE: Regional Fare Increase 10/01/17

NOTE: Week Ended 02.07.21 – BLUE down 67%, GREEN down 64%,
Northstar down 95%

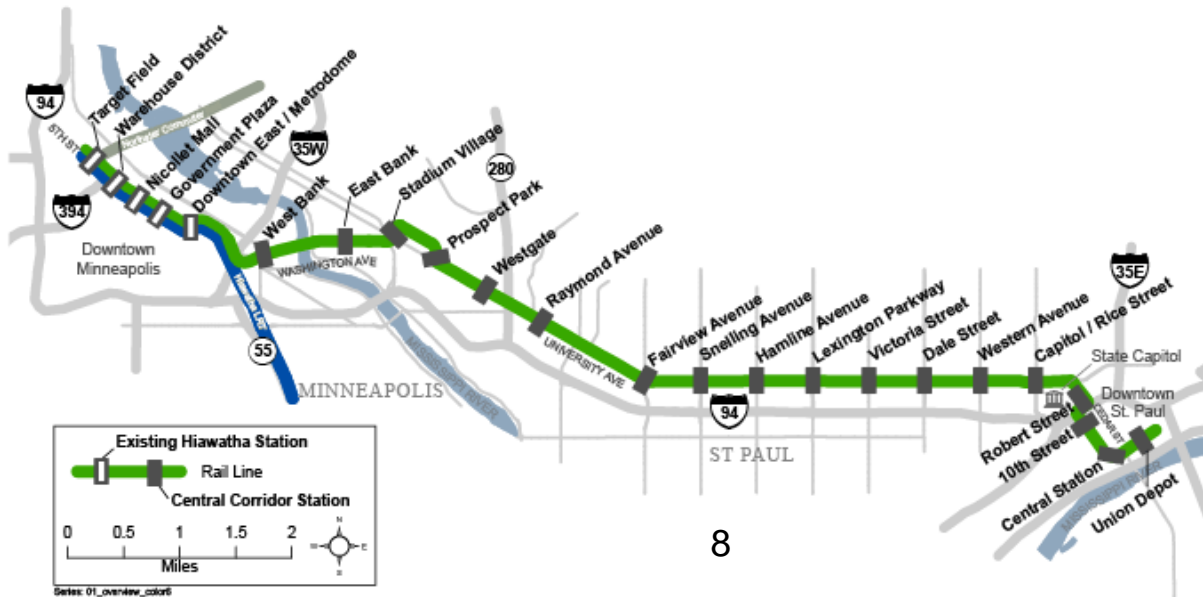
Metro Transit 2021 Operating Budget

- METRO Green Line



METRO Green Line

- LRT service between Target Field downtown Minneapolis and Union Depot, St. Paul
 - 11 miles
 - 23 stations
 - Connects at Target Field with METRO Blue Line and Northstar
- Light Rail overhaul program
- Station Rehab Maintenance Program
- Floating Slab Replacement Program



METRO Green Line

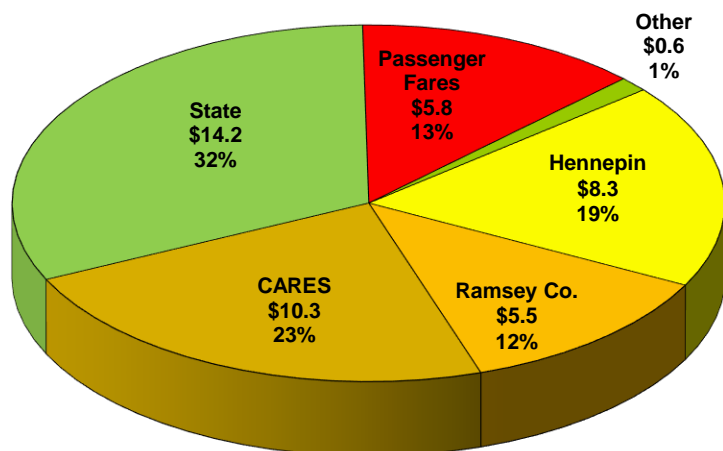
2021 Operating Grant

- 5:00 AM – 12:00 AM
 - Every 10-15 minutes during weekday peaks
 - Every 10-15 minutes midday/weekends
- LRT Trips
 - Up to 228 per weekday
 - Up to 210 per weekend day
- Ridership
 - 16,548 per weekday
 - Annual 5,362,539
- Fleet of 47 vehicles
- Includes CARES funds of \$10.3M

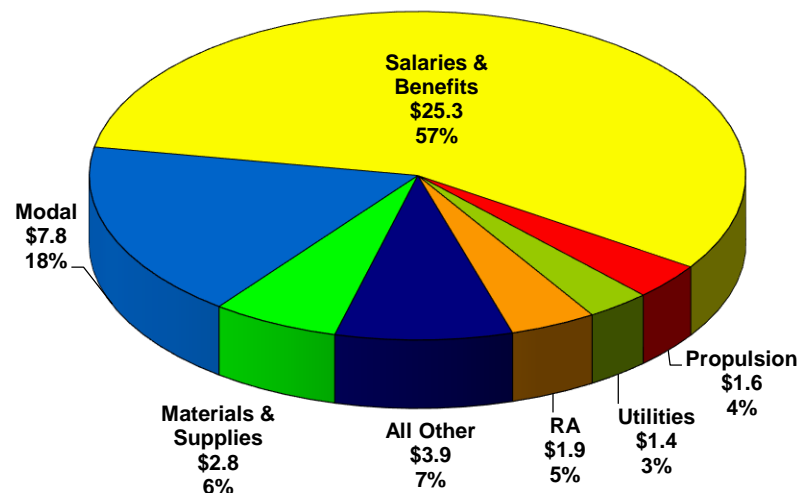
METRO Green Line

2021 Operating Revenue & Expenses

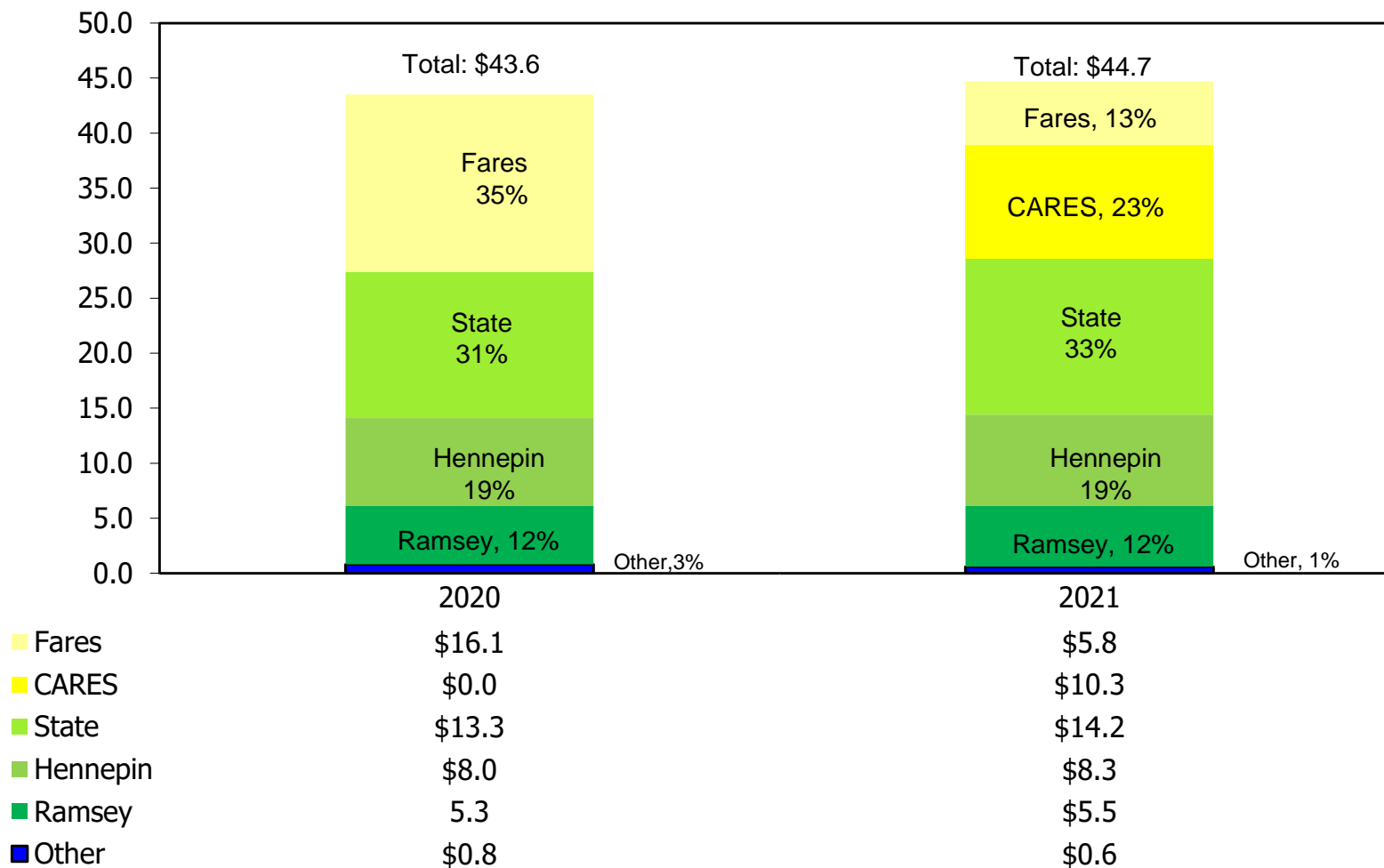
Revenue
\$44.7M



Expenses
\$44.7M



METRO Green Line Budget Comparison



Operations: Funding Request Ramsey County

Annual Operating	Amount
METRO Green Line	\$5,507,229
TOTAL Annual Operating	\$5,507,229
Non-Annual Operating	
METRO Green Line Non-Annual Operating	\$250,128
TOTAL Annual/Non-Annual Operating	\$5,757,357

2021 Operating Grant Request METRO Green Line

Ramsey County

April 27, 2021