



# Board of Commissioners

## Agenda

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

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**October 12, 2021 - 9 a.m.**

**Virtual meeting / Council Chambers - Courthouse  
Room 300**

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Pursuant to Minnesota Statutes Section 13D.021, 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 prevalence of the Delta variant. Commissioners will participate by telephone or other electronic means. In addition, it may not be feasible for commissioners, staff, or members of the public to be present at the regular meeting location due to the COVID-19 pandemic and the prevalence of the Delta variant. The meeting broadcast will be available online and linked via [ramseycounty.us/boardmeetings](https://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 October 12, 2021 is Presented for Approval.** [2021-562](#)  
Sponsors: County Manager's Office  
Approve the agenda of October 12, 2021.
2. **Minutes from October 5, 2021 are Presented for Approval** [2021-574](#)  
Sponsors: County Manager's Office  
Approve the October 5, 2021 Minutes.

### PROCLAMATION

3. **Proclamation: Licensed Family Child Care Provider Appreciation Day** [2021-515](#)  
Sponsors: Social Services
4. **Proclamation: Foster Care Provider Appreciation Day** [2021-514](#)  
Sponsors: Social Services

### COVID UPDATE

### ADMINISTRATIVE ITEMS

5. **Single Source Agreement with Deloitte Consulting LLP for Employee and Retiree Benefit Consulting Services** [2021-518](#)

Sponsors: Human Resources

1. Approve the Single Source Agreement with Deloitte Consulting LLP, 4022 Sells Drive, Hermitage, TN 37076, for employee and retiree benefits consulting services for the period October 12, 2021 through July 9, 2024 at a cost not to exceed \$400,000
2. Authorize the Chair and Chief Clerk to execute the agreement.

**6. Ramsey County Emergency Communications Center Security Camera System Replacement.** [2021-548](#)

Sponsors: Emergency Communications

1. Approve the use of the Emergency Communications Center Equipment Fund Balance to replace the security camera system at the Emergency Communications Center at the cost of \$90,000.
2. Authorize the County Manager to establish Emergency Communications Security Camera System Replacement Project and transfer \$90,000 from the Emergency Communications Center Equipment Fund Balance to this project.

**7. Termination of Abatement Agreement for the Land O' Lakes Expansion Project** [2021-543](#)

Sponsors: Community & Economic Development

1. Terminate the property tax abatement agreement for the Land O' Lakes expansion project.
2. Authorize the County Manager to execute necessary documents to finalize the termination.

**8. Repurchase of a Tax-forfeited Property Located at 1008 Carroll Avenue, Saint Paul, MN 55104-5414** [2021-510](#)

Sponsors: Property Tax and Records 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 4  
PIN: 35-29-23-33-0051  
Property Address: 1008 Carroll Avenue, Saint Paul, MN 55104-5414  
Repurchase Amount Due to Date: \$ 18,670.91
2. Approve the repurchase of the above tax-forfeited property by Trinity Financial Services, LLC, an entity to whom the right to pay taxes was given by mortgage, ("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.

## **POLICY ITEMS**

**9. Presentation: Minimum Floor Price on Cigarettes and Smokeless Tobacco in Ramsey County** [2021-602](#)

Sponsors: Public Health

None. For information and discussion only.

**10. Minimum Floor Price on Cigarettes and Smokeless Tobacco in Ramsey County** [2021-585](#)

Sponsors: Public Health

Support a minimum floor price on cigarettes and smokeless tobacco and ban the redemption of coupons and in-store discounts on all tobacco products in Ramsey County.

**11. Presentation: American Rescue Plan Act Funds for Violence Prevention Initiatives** [2021-596](#)

Sponsors: County Manager's Office, Health and Wellness Administration and Safety and

None. For information and discussion only.

## **COUNTY CONNECTIONS**

## **OUTSIDE BOARD AND COMMITTEE REPORTS**

## **BOARD CHAIR UPDATE**

## **ADJOURNMENT**

Following County Board Meeting:

10:30 a.m. (estimated): Closed meeting - re: Ramsey County Sheriff's Office Budget Appeal  
\*CLOSED TO PUBLIC\*

1:30 p.m. County Board Workshop: 2022 State and Federal Legislative Platforms - virtual meeting

Public access via Zoom:

<https://zoom.us/j/91686699374?pwd=a01keDFIVUlqVzZXWEQ4MGdZN1hkdz09>

Webinar ID: 916 8669 9374 | Passcode: 925411 | Phone: 651-372-8299

Advance Notice:

October 19, 2021 County board meeting – Council Chambers

October 26, 2021 County board meeting – Council Chambers

November 2, 2021 County board meeting – Council Chambers

November 9, 2021 County board meeting – Council Chambers



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2021-562

**Meeting Date:** 10/12/2021

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**Sponsor:** County Manager's Office

**Title**

Agenda of October 12, 2021 is Presented for Approval.

**Recommendation**

Approve the agenda of October 12, 2021.

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2021-574

**Meeting Date:** 10/12/2021

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**Sponsor:** County Manager's Office

**Title**

Minutes from October 5, 2021 are Presented for Approval

**Recommendation**

Approve the October 5, 2021 Minutes.

**Attachments**

1.October 5, 2021 Minutes

# Board of Commissioners Minutes

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**October 5, 2021 - 9 a.m.**

**Council Chambers - Courthouse Room 300**

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The Ramsey County Board of Commissioners met in regular session via Zoom 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 October 5, 2021 is Presented for Approval. [2021-591](#)

Sponsors: County Manager's Office

Approve the agenda of October 5, 2021.

Motion by McGuire, seconded by MatasCastillo. Motion passed.

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

2. Minutes from September 28, 2021 are Presented for Approval [2021-590](#)

Sponsors: County Manager's Office

Approve the September 28, 2021 Minutes.

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

## **PROCLAMATION**

3. Proclamation: Hispanic Heritage Month [2021-547](#)

Sponsors: County Manager's Office

Presented by Commissioner Frethem. Present to represent the proclamation were: Maria Sarabia - Social Services, David Herrera - Social Services, Luis Rosario - County Assessor, Kari Umanzor - Public Health, and Emiro Sangiovanni - RCAO. Discussion can be found on archived video.

## **COVID UPDATE**

Presented by County Manager Ryan O'Connor, Sara Hollie, Director - Public Health, Dr. Ogawa, Medical Director - Public Health, and Laura Andersen, Deputy Incident Commander - Public Health. Discussion can be found on archived video.

**ADMINISTRATIVE ITEMS**

Chair Carter announced that Minnesota Statutes Section 13D.03 requires the board to vote to hold a closed meeting to discuss labor negotiations, and asked for a motion to amend the agenda to add item # 8 - Hold a Closed Meeting: Strategy for Labor Negotiations. Motion by McDonough, second by MatasCastillo. Unanimously approved.

4. Grant Awards from the Metropolitan Council for Legacy Amendment Parks and Trails Fund Projects [2021-519](#)

Sponsors: Parks & Recreation

1. Ratify the submittal of the grant application to the Metropolitan Council for Parks and Trails Legacy Amendment funding for regional park projects for State Fiscal Years 2022 and 2023.
2. Accept grant awards from and approve grant agreements with the Metropolitan Council for Legacy Amendment Parks and Trails Fund projects for the periods of July 1, 2021 through June 31, 2025 in the total amounts of \$1,827,856 for State Fiscal Year 2022 and \$1,656,274 for State Fiscal Year 2023.
3. Authorize the Chair and Chief Clerk to execute the grant agreements.
4. Authorize the County Manager to enter into agreements and contracts and 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 make temporary cash loans, as needed, from the General Fund to the Parks and Recreation Department to implement these projects until funds are received, with repayment to be made when funds are available.

Motion by McDonough, seconded by Frethem. Motion passed.

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

Resolution: [B2021-212](#)

5. Access and Maintenance Agreement for Rice Creek Stormwater Treatment Ponds in the Rice Creek Regional Trail Corridor. [2021-520](#)

Sponsors: Parks & Recreation

1. Approve an Access and Maintenance Agreement with the city of Shoreview for the Rice Creek Stormwater Treatment Ponds in the Rice Creek Regional Trail Corridor.
2. Authorize the Chair and Chief Clerk to execute the agreement.

Motion by McDonough, seconded by Frethem. Motion passed.

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

Resolution: [B2021-213](#)

8. Hold a Closed Meeting: Strategy for Labor Negotiations [2021-595](#)

Sponsors: County Manager's Office

Hold a closed meeting under Minnesota Statutes Section 13D.03 to consider strategy for labor negotiations - pursuant to Minnesota Statutes Section 13D.021, the meeting will take place via Zoom at 1:30 p.m.

Motion by McDonough, seconded by Frethem. Motion passed.

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

Resolution: [B2021-214](#)

6. Funding Commitment for the Development Phase of the METRO Purple Line Bus Rapid Transit Project [2021-400](#)

Sponsors: Public Works

Approve the Ramsey County portion of the Ramsey County and Ramsey County Regional Railroad Authority joint financial commitment of \$39,900,000 for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project as follows:

- a. Financial commitment is contingent upon the following conditions being met or occurring:
  - i. No expenditures for right-of-way acquisition may be incurred or obligated prior to the completion of any necessary state and federal environmental review and findings and publication of the Environmental Decision Document in the Federal Registrar.
  - ii. Any expenditure of Ramsey County Parties' (Ramsey County and Ramsey County Regional Railroad Authority) funds pursuant to a Letter of No Prejudice issued by the Federal Transit Administration or pre-award authority is subject to the prior approval of the Ramsey County Parties.
  - iii. Ramsey County Parties must review and approve the METRO Purple Line Bus Rapid Transit Project scope, cost estimate and schedule at the completion of 30% design, 60% design, 90% design and 100% design.
  - iv. The METRO Purple Line Bus Rapid Transit Project contingency shall be managed in accordance with the procedures established by the Ramsey County Parties in the METRO Purple Line Capital Grant Agreement with the Metropolitan Council.
  - v. Funds may be only used for Federal Transit Administration Capital Investment Grants Program and federally eligible activities.
  - vi. In the event the Federal Transit Administration deems any METRO Purple Line Bus Rapid Transit Project expenditure as ineligible to qualify as part of the local match for the METRO Purple Line Bus Rapid Transit Project pursuant to a Full Funding Grant Agreement, the Metropolitan Council shall reimburse Ramsey County Parties for its proportional share of all ineligible expenditures.
  - vii. Fulfillment of the financial commitment for the Project Development Phase is subject to the availability and provision of sufficient funding from the process of taxes authorized by Minnesota Statutes Section 297A.993 and associated financing; payment of the funding commitment in any year is subject to appropriation by Ramsey County and Ramsey County Regional Railroad Authority; and execution and fulfillment of grant agreement(s) by the Metropolitan Council.

Discussion can be found on archived video.

Motion by Reinhardt, seconded by Ortega. Motion passed.

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

Resolution: [B2021-215](#)

7. Capital Grant Agreement with Metropolitan Council and Ramsey County for the Project Development Phase of the METRO Purple Line Bus Rapid Transit Project [2021-398](#)

Sponsors: Public Works

1. Approve the Capital Grant Agreement for the Project Development Phase by and among the Metropolitan Council, Ramsey County and the Ramsey County Regional Railroad Authority for the METRO Purple Line Bus Rapid Transit Project.
2. Authorize the Chair to execute the Agreement.
3. Authorize the County Manager to enter into agreements and contracts and execute



amendments to agreements and contracts, in accordance with procurement policies and procedures, provided the amounts are within the limits of funding.

Motion by Reinhardt, seconded by Frethem. Motion passed.

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

Resolution: B2021-216

## **LEGISLATIVE UPDATE**

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

## **COUNTY CONNECTIONS**

Presented by County Manager, Ryan O'Connor. 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.

## **ADJOURNMENT**

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

## **CLOSED MEETING**

Pursuant to Minnesota Statute § 13D.03, (Labor Negotiations Strategy) the County Board met in a closed meeting, which was not open to the public.

Re: Labor Negotiations Strategy.

The Closed Meeting was called to order at 1:32 p.m. with the following members present: Commissioners Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt and Chair Carter. Also present: Ryan O'Connor, County Manager; Sam Clark, Civil Division Director, Office of the Ramsey County Attorney. Also present: Sandi Blaeser, Deputy Director, Human Resources; Ann Feaman, Deputy Director; Human Resources; Allison Kelly, Labor Relations Manager, Human Resources; Alex Kotze, Chief Financial Officer, Finance; Susan Earle, Deputy Director, Finance; Renee Vought, Principal Financial Management Analyst, Finance; and Claire Heitman, Civil Division, Office of the Ramsey County Attorney.

The Ramsey County Board directed County Staff to proceed as discussed during the closed meeting.

The Closed Meeting was adjourned at 2:57 p.m.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2021-515

**Meeting Date:** 10/12/2021

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**Sponsor:** Social Services

**Title**

Proclamation: Licensed Family Child Care Provider Appreciation Day

**Attachments**

1. Proclamation

# Proclamation

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

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

WHEREAS, Licensed family child care providers are essential workers who provide a safe and healthy environment that fosters the physical, intellectual, emotional and social development of children; and

WHEREAS, Ramsey County has nearly 400 licensed family child care providers caring for 4,000 children; and

WHEREAS, Child care providers have been working even harder during the ongoing COVID-19 pandemic to support their communities, provide nurturing care to children during challenging times, help school-age children with remote learning, follow new health and safety guidelines and teach children how to stay physically distanced, all while facing the risk of exposure to the virus; and

WHEREAS, Licensed Family Child Care Providers were honored for the 44th Annual Recognition on October 7, 2021; and

WHEREAS, Ten providers received five year awards; four providers received ten year awards; six providers received fifteen year awards; ten providers received twenty year awards; eleven providers received twenty-five year awards; nine providers received thirty year awards; five providers received thirty- five year awards; and five providers received forty year awards; and

WHEREAS, Susan Kramer and Judy Pilz received forty-five year awards; Now, Therefore, Be It

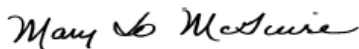
PROCLAIMED, The Ramsey County Board of Commissioners designates October 12, 2021 as Licensed Family Child Care Provider Appreciation Day.



Toni Carter, Board Chair, District 4



Nicole Frethem, Commissioner, District 1



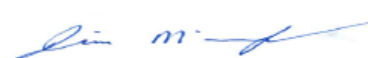
Mary Jo McGuire, Commissioner, District 2



Trista MatasCastillo, Commissioner, District 3



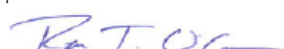
Rafael E. Ortega, Commissioner, District 5



Jim McDonough, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Ryan T. O'Connor, County Manager



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2021-514

**Meeting Date:** 10/12/2021

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**Sponsor:** Social Services

**Title**

Proclamation: Foster Care Provider Appreciation Day

**Attachments**

1. Proclamation

# Proclamation

WHEREAS, Ramsey County works with families to safety plan and keep children safe in their homes whenever possible, working diligently to locate family/kin to foster children when needed; and

WHEREAS, Ramsey County provides resources to support family/kin and has increased the percentage of foster care providers who are family/kin to 72% in 2020; and

WHEREAS, Foster care providers open their homes and hearts to those who are vulnerable and in need; and

WHEREAS, Ramsey County has approximately 390 licensed child foster care providers and 104 licensed adult foster care homes with over 550 children and over 300 adults in foster homes last year; and

WHEREAS, Foster care providers provide not only food and shelter, but also safe and healthy environments that cultivate the physical, intellectual, emotional, and social development of adults and children; and

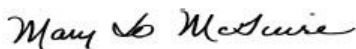
WHEREAS, Foster care providers need wisdom, patience, and humor to ensure that the children and adults they care for feel safe and loved because these children and adults are often scared, depressed, or have a hard time trusting others; and

WHEREAS, Foster care providers face even more challenges during the ongoing COVID-19 pandemic because many they care for have experienced adversity and trauma, and they are more vulnerable to the changes that come with school closings, lack of daily contact with friends and mentors, and other forms of social distancing; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners designates October 12, 2021 as Foster Care Provider Appreciation Day in Ramsey County.



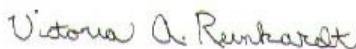
Toni Carter, Board Chair, District 4



Mary Jo McGuire, Commissioner, District 2



Rafael E. Ortega, Commissioner, District 5



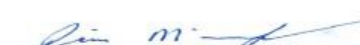
Victoria Reinhardt, Commissioner, District 7



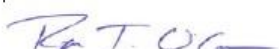
Nicole Frethem, Commissioner, District 1



Trista MatasCastillo, Commissioner, District 3



Jim McDonough, Commissioner, District 6



Ryan T. O'Connor, County Manager

# Board of Commissioners

## Request for Board Action

**Item Number:** 2021-518

**Meeting Date:** 10/12/2021

**Sponsor:** Human Resources

### Title

Single Source Agreement with Deloitte Consulting LLP for Employee and Retiree Benefit Consulting Services

### Recommendation

1. Approve the Single Source Agreement with Deloitte Consulting LLP, 4022 Sells Drive, Hermitage, TN 37076, for employee and retiree benefits consulting services for the period October 12, 2021 through July 9, 2024 at a cost not to exceed \$400,000
2. Authorize the Chair and Chief Clerk to execute the agreement.

### Background and Rationale

The county issued a Request for Proposals in February 2019 for employee and retiree benefit consulting services. From that evaluation process, a recommendation was made in July 2019 by Human Resources to enter into a 5-year agreement with Deloitte Consulting for those services. The original terms of the agreement with Deloitte Consulting provided an initial two-year term with the ability to renew the agreement for 3 additional twelve-month periods. However, due to an error in the tracking of that initial two-year term the ability to renew the agreement for the twelve-month period beginning July 2021 did not occur as required. Human Resources is requesting approval to enter into a new single source agreement with Deloitte Consulting to complete the original 5-year term.

Deloitte Consulting has over 20 years of continuous experience in providing benefits consulting services to Ramsey County. In early 2020, work had begun with Deloitte Consulting to engage county employees in a series of surveys to help develop a longer-term employee benefits strategy. Unfortunately, the impact of COVID resulted in a postponement of those surveys. Human Resources is hopeful to resume employee engagement work with Deloitte's assistance in late 2021 or early 2022. Deloitte Consulting has also provided an increasing presence in the county's Labor Management Committee on Insurance process, offering assistance to help committee members to better understand insurance options and market trends.

Deloitte Consulting has proposed to keep its hourly consulting rates for the first 12-months of this new agreement, as it was for the first two years of the original July 2019 agreement.

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

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

### Racial Equity Impact

Once approved, this action will further the county's efforts at providing a sustainable, long term benefits strategy that recognizes cultural differences and supports employee well-being. The county's employee workforce currently reflects a population where 40% are identified as racially and ethnically diverse. Diversity continues as a critical component of a comprehensive and well-balanced benefits program.

### Community Participation Level and Impact

This action is strictly operational and internal facing. The residents of Ramsey County do not participate in the

evaluation of or decisions regarding the county's employee benefits program.

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

Funding is included in the proposed 2022-2023 budget for this contract.

**County Manager Comments**

No additional comments.

**Last Previous Action**

On July 9, 2019, the Ramsey County Board approved up to a 5-year agreement with Deloitte Consulting LLP for employee and retiree benefit consulting services (Resolution B2019-162).

**Attachments**

1. Single Source Contract Request
2. Professional Services Agreement with Deloitte Consulting

## **\*\*Exceeds Contract Value Authority\*\***

### **Definitions**

Single Source: A direct purchase of professional or client services from one particular contractor even though other competitive sources may be available. Having a contractor provide additional services based on the experience and knowledge they have gained, along with their unique talents, allows the county to advance important county initiatives while saving the county time and money.

Sole Source: A situation created due to the inability to obtain competition. May result because only one contractor possesses the unique ability or capability to meet the particular requirements of the solicitation.

### **Department Section**

Department: HR

Requisition ID: 0000002815

Requestor: CHAY.DOANGPHOUXAY

Date: August 05, 2021

Procurement Description: Benefits Consulting

Contractor Name: Deloitte Consulting LLP

Contract Term (including renewals): October 12, 2021 through July 09, 2024

Anticipated Contract Value (including renewals): 400,000.00

**1.**

Is this a single or sole source request?

Single Source

**2.**

Select the good or service category:

Professional Services

**3.**

Will the purchase be made using grant, state and/or federal funding? No

**4.**

Describe in detail how this procurement meets either the single source or sole source definition:

Human Resources conducted a Request for Proposals in February 2019 for benefits consulting services in accordance with Procurement rules. After interviewing 4 finalists for the contract, the RFP evaluation committee recommended continuing with Deloitte Consulting. Deloitte has had over 20 years of consecutive experience in providing benefit consultation services to Ramsey County. Part of their proposal was the recommendation to conduct a survey of County employees to determine the satisfaction with and possible other benefit programs to offer its employees. Human Resources is in the early stages of implementing this survey tool after being delayed by the onset of COVID in 2020. HR anticipates resuming this survey project in early 2022 based upon work already completed by Deloitte in the first two years of the contract. Due to administrative error, the initial two-year term of the 5-year agreement expired before it was discovered that a renewal action was needed to continue the



agreement beyond July 9, 2021. Deloitte is proposing to keep all terms and conditions, including the hourly rate for services performed for the next 12- month period, the same as what was referenced in the initial two-year term.

**5.**

What other contractors and/or goods or services did you consider before you arrived at your conclusion? List all findings.

Having completed a full Request for Proposal process just 2 years previously and with a significant portion of that 2-year period being impacted by the COVID pandemic, it is believed the current contract should be continued for another 3 years to allow for the full development of Deloitte's proposal. Deloitte has developed a relationship with the Labor Management Committee on Insurance that will support the execution of the Rewards Optimization survey and assist the County in the development of a longer-term benefits strategy consistent with the County's Talent, Attraction, Retention and Promotion initiatives.

**6.**

List previous solicitations and/or contracts for these goods or services:

Requests for Proposals have been issued in 2014 and 2019 for Ramsey County benefit consulting services

**7.**

Explain how the contractor's cost is fair and reasonable.

As part of the request for proposal process in 2019, all respondents to the RFP provided either hourly rates or annual consulting fees for their proposed services. An evaluation committee considered the rate structures for each of the respondents and determined that Deloitte Consulting had the best combination of proposed services and professional rates. Deloitte Consulting will remain at those same hourly rates for its services during the next 12-month period.

**8.**

Are there any conflict of interest that you are aware of related to this proposed acquisition? No

**9.**

Single Source - Obtain documentation from the contractor to supports its claim that they are uniquely qualified for this particular service and any documentation stating the work to be performed, proposal, quote/invoice. Documentation may be attached and forwarded to the Procurement Specialist.

**10.**

Yes, I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: Greg Anderson

Date: August 10, 2021

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## Procurement Specialist Section

1. Is there a State Master contract available to CPV members for this purchase? ☐ Yes ☒ No
2. If yes, did the Department consider using the State Master contract? ☐ Yes ☒ No ☐ N/A
3. Is this a single source or sole source purchase?

☐ No Provide information about other available sources for the requested good or service (e.g., Master Agreement, names of contractors) and a solicitation recommendation.

☒ Yes State justification for single source or sole source classification: An RFP was performed, and the original contract has expired. However, additional work is still required. Since the contractor has provided these services previously, they have the experience and knowledge of the County along with unique talents to allow the County to advance important initiatives while saving time and money. I concur this single source request.

☒ Yes I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: Chay Douangphouxay  
Title: Procurement Specialist  
Date: August 16, 2021

## Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Human Resources, 121 7th Place East, Suite 2100, Saint Paul, MN 55101 ("County") and Deloitte Consulting LLP, 4022 Sells Drive, Hermitage, TN 37076, registered as a Partnership in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from October 12, 2021 through July 09, 2024 and may not be renewed.

### 2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

#### 2.1.

The Contractor shall provide general employee and retiree benefits consulting advisory services as requested by the County in Request for Proposal HR0000002031 issued on February 13, 2019 and contractor's response dated March 7, 2019 and April 25, 2019. The County reserves the right to request additional services as identified in the County's Request for Proposals and/or as proposed in the Contractors response, with rates in accordance with the hourly rates listed in Section 4.2 and not to exceed a contract maximum of \$400,000 for the life of the agreement.

All services will include advice and recommendations, but the Contractor will not make any decisions on behalf of the County in connection with the implementation of such advice and recommendations. All deliverables will be provided in English.

Services shall include but not be limited to:

- Ensuring compliance with federal, state and local regulations governing employee benefit obligations
- Making recommendations and supporting the implementation of benefit programming that will enhance the County's ability to attract and retain employees consistent with the feedback in the 2017 comprehensive assessment
- Providing on-going consultation on any new developments in employee benefit law that may impact the County's benefit programming
- Assisting the County in defining and documenting a benefits strategy to include both short and long-term goals
- Identifying analytical tools and measures to be used to describe the overall health of the employee population, identify disease or wellness trends, improve the focus and execution of wellness initiatives and facilitate more accurate budgeting and forecasting
- Providing actuarial analysis beyond the recommendations of the contracted health, life or disability carriers when evaluating benefit plan design alternatives and budgeting recommendations
- Meeting with various management and labor groups as needed on relevant benefit related topics

- Assist with drafting and evaluation of Request for Proposals for employee insurance programs

The following services are anticipated to occur during the course of this contract and will be provided at the hourly rates listed in section 4.2 or as modified through the life of the:

- Complete annual reviews of the County's medical insurance renewal from the County's insurance provider to confirm acceptable premium pricing for the quoted plans and to make any recommendations for alternative plans or plan design changes based on the County's claims experience.
- Include a high-level analysis for potential cost savings if the County were to implement a self-funded arrangement for medical and/or dental coverages based on renewal information presented by the County's insurance provider.
- On an annual basis, review the County's medical insurance plan offerings for its Retiree population and advise whether there are other plan options that may better serve the County in meeting this insurance obligation.
- Provide a Rewards Optimization analysis that includes the following service options
  - Workforce Insights Survey (Not-to-Exceed \$25,000)
  - Gap Analysis (includes the Insights Survey with a Not-to-Exceed of \$45,000)
  - Rewards Optimization (includes the Insights Survey with a Not-to-Exceed of \$105,000)
  - A combination of Rewards Optimization and Gap Analysis (Not-to-Exceed \$150,000)
  - As an alternative to the Optimization analysis above, provide a low-cost Rewards Optimization Analysis consisting of focus groups and recommendations (Not-to-Exceed \$30,000).

## **2.2.**

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

## **2.3.**

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

## **3. Schedule**

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

## **4. Cost**

### **4.1.**

The County shall pay the Contractor a not to exceed amount of \$ 400,000.00 over the life of the contract according to the agreed to rates.

### **4.2.**

The County shall pay the Contractor the following unit rates:

#### **Hourly Rates**

Principal - \$434/Hour

Director - \$361/Hour

Senior Manager - \$336/Hour

Manager - \$312/Hour  
Senior Consultant - \$272/Hour  
Consultant - \$232/Hour  
Analyst - \$209/Hour  
Clerical - \$65/Hour

## **5. Special Conditions**

### **5.1.**

Hourly Rate Increase – Hourly rates can increase once per 12-month period by no more than 3%. Hourly rate increase requests must be made in writing 30 days prior to the proposed increase and acknowledged by way of written amendment.

## **6. General Contract/Agreement Terms and Conditions**

### **6.1. Payment**

#### **6.1.1.**

No payment will be made until the invoice has been approved by the County.

#### **6.1.2.**

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

### **6.2. Application for Payments**

#### **6.2.1.**

The Contractor shall submit an invoice as mutually agreed upon by Contractor and the County.

#### **6.2.2.**

Invoices for any goods or services not identified in this Agreement will be disallowed.

#### **6.2.3.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

#### **6.2.4.**

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

#### **6.2.5.**

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

#### **6.2.6.**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The

Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

### **6.3. Independent Contractor**

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

### **6.4. Successors, Subcontracting and Assignment**

#### **6.4.1.**

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

#### **6.4.2.**

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the County. The County hereby consents to the Contractor subcontracting a portion of the services to any affiliate (which means any entity under common control with Deloitte LLP, the U.S. member firm of Deloitte Touche Tohmatsu Limited) located within the United States.

#### **6.4.3.**

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

#### **6.4.4.**

If while completing the Project, additional Subcontractors are required, the Contractor shall notify the County in writing of the Subcontractor's name, contact information and the specific Work to be performed prior to the start of the work to be completed by the Subcontractor.

#### **6.4.5.**

The Contractor is responsible to the County for the acts and omissions of Contractor's Subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of Contractor's employees.

#### **6.4.6.**

The Contract Documents shall not be construed as creating any contractual relations between the County or the County's Representative and any Subcontractor.

**6.4.7.**

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to the Subcontractor's Work.

**6.4.8.**

For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the County or County's Representative an arbitrator to establish limits to the contracts between the Contractor and Subcontractors.

**6.4.9.**

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the County may exercise over the Contractor under any provision of the Contract Documents.

**6.5. Compliance With Legal Requirements**

**6.5.1.**

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

**6.5.2.**

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

**6.6. Data Practices**

**6.6.1.**

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

**6.6.2.**

The Contractor designates Steven Wander as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

**6.6.3.**

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which data that is provided by or on behalf of the County to Contractor in its performance of the services under this agreement ("County data") is contained or

which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services are provided, all County data will be purged from the Contractor's computers and storage devices used for the project and the contractor shall give the County written confirmation that the data has been purged, provided, however, that the Contractor may retain County data in accordance with its data retention policy, for archival purposes to evidence the services, or if required by law or professional standards, subject to the data practices requirements set forth in this agreement.

## **6.7. Security**

### **6.7.1.**

While performing services at a County worksite or on County systems, the Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security, that are provided to Contractor in writing in advance of such performance, provided that such Policies do not violate any applicable state, local, or federal law or regulation, that such Policies do not expand the scope of the services, are not inconsistent with, or do not modify or amend the terms, conditions, or purposes of this agreement (without a corresponding modification agreed to by the parties), and that such Policies shall not apply to security controls on Contractor's computers, smartphones, or other information systems or networks and shall not require any modification of Contractor's own security policies and programs. With regards to Contractor's computers, smartphones, or other information systems or networks, Contractor will follow their information and security policies through requirements no less restrictive than the County's Data Practices and Security sections of this Agreement. Without limiting the generality of the foregoing, Contractor shall comply with the requirements set forth in the Information Security Statement set forth in Attachment D.

### **6.7.2.**

Contractors shall report to Ramsey County any confirmed or reasonably suspected privacy or security incident that adversely affects the confidentiality or security of County data under the control of Contractor of which it becomes aware. "Security Incident" means the successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of County data subject to the MGDPA or HIPAA ("protected information"), and incidents in which the confidentiality of the protected information maintained by it has been compromised. This report must be in writing and sent to the County not more than 7 days after confirming of such Privacy or Security Incident. Such a report will at least, to the extent known to Contractor: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for reimbursing the County for its cost notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.



**6.7.3.**

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by terms no less restrictive than the same restrictions and conditions that apply to it with respect to such information.

**6.7.4.**

The County retains the right to inspect and review, no more than once annually or promptly following a confirmed Privacy or Security Incident, the Contractor's operations for potential risks to County operations or data. The review shall be limited to (a) a review of the current version of the Type 2 service organization controls report with respect to the examination by a third party engaged by Contractor in accordance with AT Section 101 of the Statement on Standards for Attestation Engagements to report on controls at a Service Organization relevant to security and availability, established by the American Institute of Certified Public Accounts (the "SOC 2 Report") or a report prepared by a third party that is designed to provide similar information as a SOC 2 Report; provided that the County shall not disclose such reports or refer to any of such reports in any communication to any person or entity other than the County; (b) an inspection of documentation summarizing Contractor's information security program and disaster recovery plans, (c) a review of responses to a written information security questionnaire provided by the County to Contractor, and (d) discussions with appropriate personnel who Contractor shall make reasonably available to discuss its information security practices and procedures.

**6.7.5.**

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

**6.8. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, employees, and agents may hereafter sustain, incur or be required to pay, attributable to claims of third parties solely for bodily injury, death or damage to real or tangible personal property, to the extent proximately caused by the negligence or intentional misconduct of the Contractor, its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations under this Agreement; provided however, that if there also is fault on the part of the County or any entity or individual acting on the County's behalf, the foregoing indemnification shall be on a comparative fault basis.

As a condition to the indemnity obligations contained herein, the County shall provide the Contractor with prompt notice of any Claim for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with the Contractor in connection with any such Claim. The Contractor shall be entitled to control the handling of any such Claim and to defend or settle any such Claim, in its sole discretion, with counsel of its own choosing.

**6.9. Contractor's Insurance**

**6.9.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

**6.9.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

**6.9.3.**

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

**6.9.3.1.**

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

**6.9.3.2.**

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

**6.9.4.**

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

**6.9.4.1.**

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

**6.9.4.2.**

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

**6.9.5.**

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

**6.9.6.**

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

**6.9.7.**

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

**6.9.8.**

The Contractor waives all rights of subrogation against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employer's liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

**6.9.9.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. The parties agree that if the County is a party to a claim for which the Contractor's insurance may reasonably be applicable, then the Contractor will provide to County its insurance policies excluding lists of additional insureds, premium determination and related underwriting data, correspondence intended exclusively for the first Named Insured and statements of values.

**6.9.10.**

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

**6.9.11.**

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

**6.9.12.**

Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 60 days prior written notice has been given to the County. Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

**6.9.14.**

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

**6.10. Audit**

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

**6.11. Notices**

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or

address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

**County:**

Greg Anderson, Human Resources Department, 121 7th Place East, Suite 2100, Saint Paul, MN 55101

**Contractor:**

Steven Wander, Deloitte Consulting LLP, 50 South Sixth Street, Suite 2800, Minneapolis, MN 55402

**6.12. Non-Conforming Services**

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**6.13. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

**6.14. Conflict of Interest**

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement to the extent applicable to the Contractor in its performance of the services hereunder. The Contractor warrants that it is not now aware of any facts that create a conflict of interest with respect to the services to be provided hereunder. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest with respect to the services covered by this Agreement, it shall promptly make full written disclosure of such facts to the County, subject to any applicable confidentiality obligations to which the Contractor may be subject. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Contractor understands that failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement by the County.

**6.15. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

**6.16. Force Majeure**

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

### **6.17. Unavailability of Funding - Termination**

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

### **6.18. Termination**

#### **6.18.1.**

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

#### **6.18.2.**

If either party violates any material terms or conditions of this Agreement the non-breaching party will, without prejudice to any right or remedy, give the breaching party, and its surety, if any, fifteen (15) business days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the breaching party fails to cure the deficiency within the fifteen (15) business day cure period, this Agreement shall terminate upon expiration of the cure period.

#### **6.18.3.**

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

### **6.19. Interpretation of Agreement; Venue**

#### **6.19.1.**

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

#### **6.19.2.**

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

### **6.20. Warranty**

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement. The Contractor disclaims any other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

## 6.21. Infringement

### 6.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses, in each case attributable to the claims of third parties that the County's use or possession of any software, licenses, materials, reports, documents, data, or documentation delivered to the County under the terms of this Agreement ("Deliverables"), violates or infringes upon any third party patents, copyrights, trademarks, trade secrets, or other intellectual proprietary rights or information, except to the extent that such infringement or authorized use arise from, or could have been avoided except for (i) modification of such Deliverable other than by the Contractor or its subcontractors or use thereof in a manner not contemplated by this Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by the Contractor, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by the Contractor. As a condition to the indemnity obligation in this Section 6.21.1, the County will promptly notify the Contractor in writing of such claim and shall cooperate in all reasonable and customary respects with the Contractor in connection with any indemnity claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding in its sole discretion, with counsel of its own choosing. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

### 6.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any (or if the Contractor comes to believe such injunction imminent), the Contractor shall either (x) arrange for the County to continue using the Deliverable at no additional cost to the County, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non-infringing; provided that if (y) or (z) is the option chosen by the Contractor, that the replacement or modified Deliverable is capable of performing substantially the same function. If the Contractor cannot reasonably procure, replace or modify such Deliverable as required in the immediately preceding sentence, the Contractor shall remove the Deliverable and refund any professional fees paid by the County in conjunction with the Services giving rise to such Deliverables.

## 6.22. Debarment and Suspension

When Ramsey County is using federal funds for a purchase of \$25,000 or over, the federal government prohibits the County from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

## 6.23. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through [jobconnectmn@ramseycounty.us](mailto:jobconnectmn@ramseycounty.us) or call 651-266-6042.

#### **6.24. Alteration**

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

#### **6.25. Entire Agreement**

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

### **7. Special Contract Terms and Conditions**

#### **7.1.**

##### **Limitation of Liability**

Except as to death, bodily injury, or damage to real or tangible personal property, or to the extent resulting from the recklessness, bad faith or intentional misconduct of the Contractor or its subcontractors or their respective personnel, the Contractor, its subsidiaries, subcontractors, and their respective personnel shall not be liable to the County for any claims, liabilities, or expenses relating to this Agreement ("Claims") for an aggregate amount in excess of \$2,000,000. Except for any indemnification obligations contained herein, in no event shall either party, their officials, officers, principals, members, or employees be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs).

# Board of Commissioners

## Request for Board Action

**Item Number:** 2021-548

**Meeting Date:** 10/12/2021

**Sponsor:** Emergency Communications

**Title**

Ramsey County Emergency Communications Center Security Camera System Replacement.

**Recommendation**

1. Approve the use of the Emergency Communications Center Equipment Fund Balance to replace the security camera system at the Emergency Communications Center at the cost of \$90,000.
2. Authorize the County Manager to establish Emergency Communications Security Camera System Replacement Project and transfer \$90,000 from the Emergency Communications Center Equipment Fund Balance to this project.

**Background**

Emergency Communications department requests the usage of the Emergency Communications Center Equipment Fund balance to replace the security camera system and hardware for the Emergency Communications Center facility. The existing security camera system is the original Avigilon security system that was installed when the building was constructed in 2005. Several of the security system's critical functions are failing and pose a high security risk for the facility.

The server for the current system is outdated and is unable to be upgraded to meet the standards established by Ramsey County's Information Security department. The current cameras use analog technology which results in poor resolution and several of the cameras are failing due to their age. These failures have caused blind spots around the building which affects situational awareness and security for the Emergency Communications department. The new security system will fix these issues by replacing the server and all the cameras with new digital ones. The new security system will also include additional sensors and cameras to eliminate the blind spots. The Emergency Communications department anticipate the new security system install will be completed by December 31, 2021 pending product availability.

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

☒ Well-being      ☐ Prosperity      ☐ Opportunity      ☒ Accountability

**Racial Equity Impact**

There is no direct racial equity impact linked with this project. The security camera system replacement will protect the Emergency Communications staff which maintain 24 hours operations 365 days year. The system will also enhance the county's capabilities to respond to the public and provide additional protection for those who visit the campus.

**Community Participation Level and Impact**

This action is to inform the community of an update to the emergency communications system.

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**



The Emergency Communications Center Equipment Fund Balance was established to cover the cost of future replacement and upgrades to technology systems that support the Emergency Communications department. The current fund balance as of October 1, 2021 is \$4,937,522 which is sufficient and will fully cover the cost of \$90,000 for this project.

**County Manager Comments**

No additional comments.

**Last Previous Action**

None.

**Attachments**

None.

# Board of Commissioners

## Request for Board Action

**Item Number:** 2021-543

**Meeting Date:** 10/12/2021

**Sponsor:** Community & Economic Development

### Title

Termination of Abatement Agreement for the Land O' Lakes Expansion Project

### Recommendation

1. Terminate the property tax abatement agreement for the Land O' Lakes expansion project.
2. Authorize the County Manager to execute necessary documents to finalize the termination.

### Background and Rationale

In 2016, Land O' Lakes requested an abatement of new property taxes generated the expansion of its headquarters campus in Arden Hills.

On April 12, 2016, Land O' Lakes, the city of Arden Hills and Ramsey County entered into an abatement agreement for the tax increment on the new Land O'Lakes headquarters. The agreement was later amended on March 28, 2017 due to a numerical error.

Land O' Lakes is now requesting termination of the abatement agreement. Land O' Lakes indicated circumstances have changed for the company and the pandemic in particular had an impact on the level and pace of job creation. Job creation is a required metric for which the company was allowed to seek financial benefits under the abatement agreement. As a result, Land O' Lakes is no longer seeking the past or future benefits of the abatement agreement.

The abatement agreement was approved by Ramsey County Board resolution, then, absent some specific direction, agreement, delegation, or statutory exception, a board resolution is necessary to unwind or dissolve the agreement.

The Arden Hills City Council plans to take up a similar action at their October 25, 2021 meeting.

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

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

### Racial Equity Impact

There is no direct racial equity impact linked to the dissolution of the abatement agreement.

### Community Participation Level and Impact

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

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

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

### Fiscal Impact

With the dissolution of the abatement agreement collected taxes on the new value of the Land O' Lakes headquarters campus expansion by all taxing jurisdictions shall be retained.

The administrative oversight of the abatement was handled by the city of Arden Hills, which collected an up-front fee for legal documentation and other administrative activities. Ramsey County was not required to oversee the annual administrative work associated with the abatement as a result.

**County Manager Comments**

No additional comments.

**Last Previous Action**

On April 12, 2016, the County Board approved the property tax abatement resolution and contract for the Land O'Lakes expansion project (Resolution B2016-153).

On April 5, 2016, the County Board held a public hearing on the requested property tax abatement for the Land O'Lakes expansion project.

On March 15, 2016, the County Board voted to call for the public hearing for a tax abatement at the request of Land O'Lakes (Resolution B2016-073).

On January 12, 2016, the County Board approved the Job and Tax Base Financial Incentives Policy (Resolution B2016-018).

**Attachments**

1. Land O' Lakes Termination Notice

# LAND O'LAKES, INC.

4001 Lexington Avenue North  
Arden, Hills, MN 55126

Mailing: P.O. Box 64101  
St. Paul, MN 55164-0101

651.375.2222  
landolakesinc.com

DATE: October 6, 2021

**VIA EMAIL AND CERTIFIED MAIL**

Ramsey County  
Attn: County Manger, Ryan O'Connor  
Ramsey County Courthouse  
Suite 220  
15 W Kellogg Boulevard  
St. Paul, MN 55102

**RE: Termination of Tax Abatement Agreement Notice**

Dear County Manager:

In 2016, Land O'Lakes, Inc. ("**Land O'Lakes**") commenced plans to construct an office expansion at its headquarters location at 4001 Lexington Avenue North in Arden Hills, Minnesota. In support of this project, Land O'Lakes sought funding and tax abatement assistance from the Independent School District No. 621, the City of Arden Hills, Ramsey County, and the State of Minnesota.

Land O'Lakes, the City of Arden Hills, Minnesota ("**City**") and Ramsey County, Minnesota ("**County**") are parties to an Abatement Contract for Private Development dated April 2, 2016 ("**Abatement Agreement**"). Pursuant to Minnesota Statutes Section 469.1812 through 469.1815, the City Council of the City and the Board of Commissioners of the County each approved a resolution authorizing abatement of a portion of the property taxes at Land O'Lakes headquarters property. Pursuant to the Abatement Agreement, the City approved a tax abatement for up to 15 years in the maximum amount of \$650,000 commencing on August 1, 2020 and continuing through February 1, 2035 ("**City Abatement**") and the County approved a tax abatement for up to 15 years in the maximum amount of \$1,500,000 commencing on August 1, 2020 and continuing through February 1, 2035 ("**County Abatement**"). Under the terms of the Abatement Agreement, the City is responsible for paying Land O'Lakes the City Abatement and the County Abatement on each February 1 and August 1, commencing on August 1, 2020. The Abatement Agreement terminates on February 1, 2035.

Land O'Lakes' compliance date for its obligations under the Abatement Agreement expired on December 31, 2020. Circumstances have shifted considerably for our company; the pandemic in particular has impacted the level and pace of job creation for our company and many others. As a result, we are no longer seeking the benefits of the Abatement Agreement. We are grateful for the strong collaboration and partnership we gained with your agency during the process, however, and hope we can continue to foster that relationship in the years ahead. At no point during the term of the Abatement Agreement has Land O'Lakes requested or received any City Abatement and County Abatement amounts from the City or County related to the Abatement Agreement. For purposes of clarity the parties agree that Land O'Lakes is not in default under the Abatement Agreement and did not receive any City Abatement and County Abatement amounts from the City or County under the Abatement Agreement. Per Section 9.2(c) of the Abatement Agreement, the City and County are not entitled to make any claim against Land O'Lakes for any damages whatsoever. The parties also acknowledge and agree to release one another from any obligation under the Abatement Agreement.

# LAND O'LAKES, INC.

4001 Lexington Avenue North  
Arden, Hills, MN 55126

Mailing: P.O. Box 64101  
St. Paul, MN 55164-0101

651.375.2222  
landolakesinc.com

This letter hereby provides the County with formal notice of Land O'Lakes' intent not to pursue tax abatement funds detailed in the Abatement Agreement and confirm the parties agree the Abatement Agreement will terminate upon receipt of this notice.

Please indicate your acknowledgement and receipt of this notice by executing and returning a photocopy of this notice back to me. If Land O'Lakes has not heard from you in ten (10) business days, Land O'Lakes will assume that you acknowledge this notice of termination.

Regards,

DocuSigned by:  
  
4FC580E9A962482...  
SVP & General Counsel

## Acknowledged and Received:

\_\_\_\_\_  
Ryan O'Connor

## Approved as to form:

\_\_\_\_\_  
Amy K. L. Schmidt  
Assistant County Attorney

cc: Alexandra Kotze, County Chief Financial Officer  
Amy Schmidt, Assistant County Attorney  
Josh Olson, Deputy Director – Community and Economic Development

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2021-510

**Meeting Date:** 10/12/2021

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

**Title**

Repurchase of a Tax-forfeited Property Located at 1008 Carroll Avenue, Saint Paul, MN 55104-5414

**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 4  
PIN: 35-29-23-33-0051  
Property Address: 1008 Carroll Avenue, Saint Paul, MN 55104-5414  
Repurchase Amount Due to Date: \$ 18,670.91
2. Approve the repurchase of the above tax-forfeited property by Trinity Financial Services, LLC, an entity to whom the right to pay taxes was given by mortgage, ("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 1008 Carroll Avenue and is an occupied single-family house located in the Summit-University neighborhood of Saint Paul. The property is a rental property and currently occupied by former tenants of the fee owner at the time of forfeiture. Property taxes for 2014, 2015, 2016, 2017, 2018 and 2019 were unpaid and the property forfeited to the state on August 3, 2020.

The Ramsey County Board of Commissioners previously reviewed and approved repurchase application of David Goodlow Jr., fee owner at the time of forfeiture ("Original Applicant"), in Ramsey County Board Resolution No. B2021-032, dated February 9, 2021, conditioned upon Original Applicant providing payment-in-full of all back taxes, interest, penalties, recording fees and costs, and maintenance costs; executing a repurchase contract; providing an executed assignment and assumption of the repurchase contract by a third-party buyer; and continuing to maintain and keep the property in a secure and safe condition from the date of contract execution through the term of the repurchase contract or any city oversight, whichever is longer. Conditions were to be met within 120 days of approval of the resolution.

Original Applicant was unable to complete the repurchase in the required 120-day timeframe. The subject property was classified as non-homestead at the time of forfeiture and pursuant to Minnesota Statutes, Section 282.241, Subd. 1, repurchase applications for non-homestead property must be received within six (6) months of forfeiture. Due to the expiry of the statutory timeframe, Original Applicant is not able to make new repurchase application and no longer has the ability to repurchase the property.

Property Tax, Records & Election Services (PTRES) received a second timely repurchase application within the six-month statutory timeframe from Repurchaser, to avoid the potential loss of its lien in the event Original Applicant's repurchase was unsuccessful. PTRES has reviewed the repurchase application and supporting

documentation and finds Repurchaser is a valid interested party in the property, has the right to make repurchase application, and made application to repurchase in a timely manner as defined by statute.

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 on the condition the property be transferred from owner to a third party. PTRES finds that approving this repurchase will allow Repurchaser to begin foreclosure proceedings on the property, which will accomplish the city's third-party transfer recommendation.

Based on these findings, PTRES 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 not located in a targeted community, as defined by Minnesota Statutes, section 469.201, subd. 10. More than 51% of households in the Summit-University 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**

PTRES informed the city of Saint Paul about the property. The Saint Paul City Council passed a resolution recommending the Ramsey County Board approve the repurchase on the condition the property be transferred from owner to a third party.

☒ 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 Saint Paul School District and 20% to the city of Saint Paul on an annual basis.

**County Manager Comments**

No additional comments.

**Last Previous Action**

On February 9, 2021 the Ramsey County Board of Commissioners approved the repurchase of tax-forfeited property located at 1008 Carroll Avenue, Saint Paul, MN 55104 (Resolution B2021-032).

**Attachments**

1. City of Saint Paul Resolution
2. Map of property
3. Assignment of Mortgage
4. Corporate Assignment of Mortgage



# City of Saint Paul

## Certified Copy

**Resolution LH Other Appeal Type: RLH OA 20-9**

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

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**File Number: RLH OA 20-9**

Making recommendation to Ramsey County on the application of David Goodlow, Jr. for repurchase of tax forfeited property at 1008 CARROLL AVENUE.

WHEREAS, the Board of Ramsey County Commissioners has referred a repurchase application for property at 1008 Carroll Avenue 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 1008 Carroll Avenue is a municipal problem; therefore, be it

RESOLVED the City of Saint Paul recommends that the Board of Ramsey County Commissioners approves the repurchase application for the property at 1008 Carroll Avenue on the condition the property be transferred from owner to a third party; 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 20-9 as adopted by the City Council on 12/18/2020 and approved by the Mayor with the original thereof on file in my office.

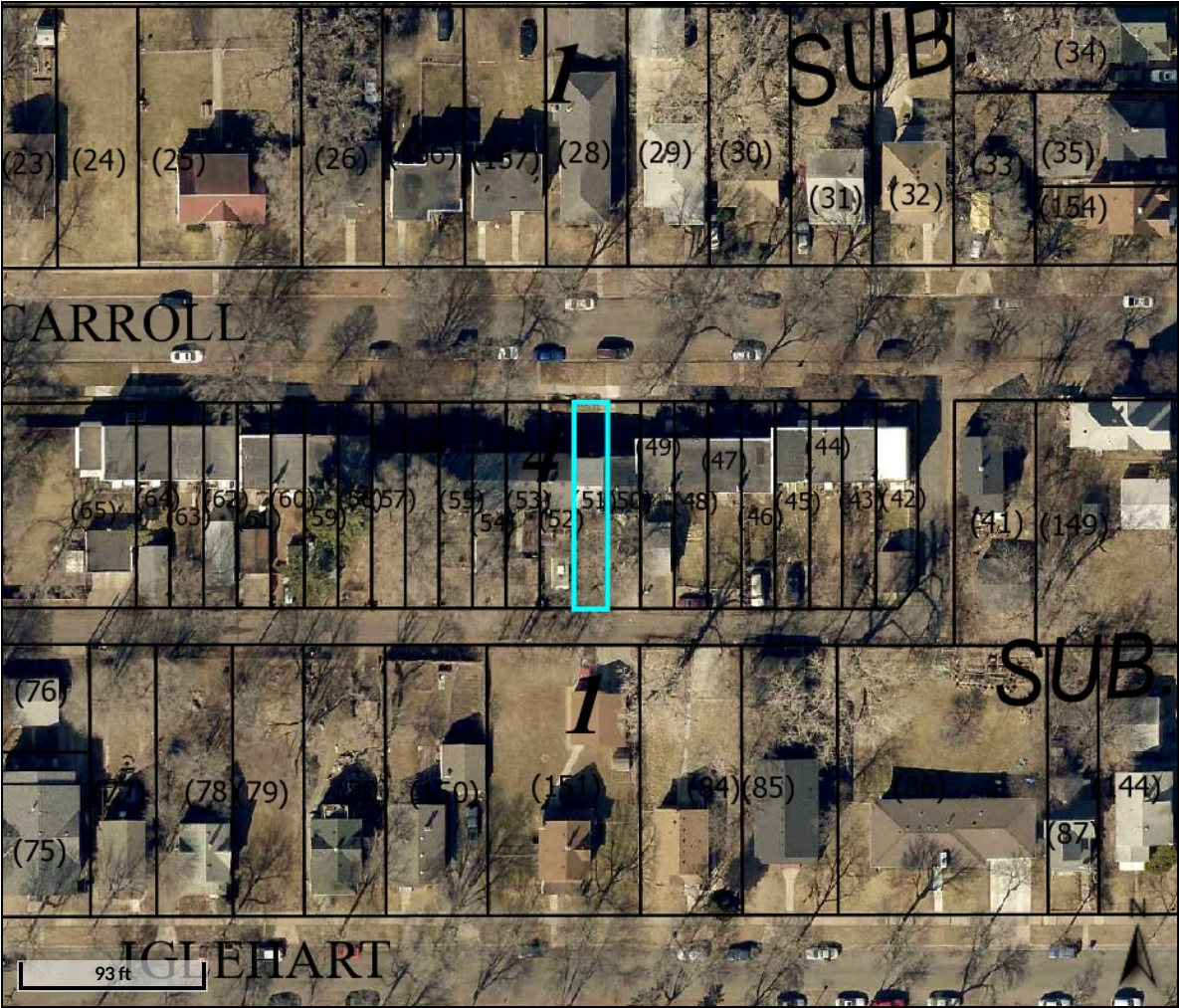
**Attest:**

**Shari Moore**

**December 23, 2020**

**Date Certified**









Overview



Legend

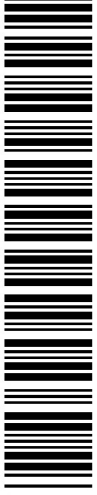
-  Tax Parcel
-  Ramsey County
-  Waterbody
-  Parcel Info

Parcel ID<	352923330051	Alternate ID	n/a	Owner	RAMSEY CO TAX FORF
Sec/Twp/Rng	35/029/023	Tax	4BB1-Residential Non-Homestead	Address	LAND
Property	1008 CARROLL	Classification	single unit		STATE OF MN TRUST
Address	AVE	Parcel Area	0.05		EXEMPT
	ST PAUL				PO BOX 64097
					ST PAUL MN 55164-0097

Tax Authority Group (TAG) ST PAUL 625 C  
Brief Tax Description Lot 8 Block 4 of G. V. BACON'S SUBDIVISION  
SUBJ TO ALLEY AND PARTY WALL AGRT THE W 16 5/10 FT OF E 27 FT OF LOT 8 BLK 4  
(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



Doc No **T02655904**

Certified, filed and/or recorded on  
Dec 26, 2019 1:04 PM

Office of the Registrar of Titles  
Ramsey County, Minnesota

Tara J Bach, Registrar of Titles

Christopher A. Samuel, County Auditor and Treasurer

Deputy 703

Pkg ID 1335858C

Document Recording Fee	Torrens	\$46.00
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<b>Document Total</b>		<b>\$46.00</b>
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Existing Certs  
601964

7/19/19



Doc No **A04733532**

Certified, filed and/or recorded on  
Nov 1, 2018 1:54 PM

Office of the County Recorder  
Ramsey County, Minnesota  
Susan R Roth, County Recorder  
Christopher A. Samuel, County Auditor and Treasurer  
Deputy 309

Pkg ID 1271981E

Document Recording Fee Abstract      \$46.00

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**Document Total**      \$46.00

This cover sheet is now a permanent part of the recorded document.

1-3

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PNC#: xxxxxx8762

Assignment of Mortgage

Recording District: RAMSEY

For value received, the undersigned, hereby grants, assigns and transfers to: US Mortgage Resolution LLC, located at: 351 East Conestoga Road, Suite 207, Wayne, PA 19087, all beneficial interest under that certain Mortgage executed by:

Borrower(s): FRANCES D GOODLOW AND DAVID L GOODLOW JR, WIFE AND HUSBAND

To NATIONAL CITY BANK, in the amount of: \$71,920.00, dated 03/10/2004, recorded 06/07/2004 as Instrument No.: 1820382 of the Official Records of RAMSEY County, Minnesota describing the land therein:

Property Address: 1008 CARROLL AVE, SAINT PAUL, MINNESOTA 55104

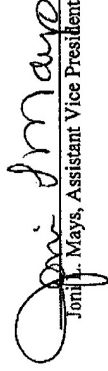
Together with the Note or Notes therein described or referenced to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

Dated: 10/16/18

PNC Bank, National Association, successor by merger to National City Bank

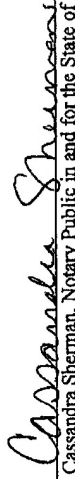
State of Ohio

County of Montgomery

  
Joni L. Mays, Assistant Vice President

On 10/16/18 before me, Cassandra Sherman the undersigned, a Notary Public in and for the State of Ohio, personally appeared Joni L. Mays, Assistant Vice President of PNC Bank, National Association, successor by merger to National City Bank personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that for her signature on the instrument the person, or the entity upon behalf of which she acted, executed the instrument.

This Instrument Prepared By, Recording  
Requested By and Return To:  
Lisa Meinert, 937-910-1759  
PNC Mortgage, a Division of PNC Bank, NA  
3232 Newmark Drive  
Miamisburg, Ohio 45342

  
Cassandra Sherman, Notary Public in and for the State of Ohio

My Commission Expires: 3/29/2023  
My County of Residence: Montgomery



Ramsey County  
Recorder, Minnesota, do hereby  
certify that the attached  
instrument consisting of  
2 pages is a true and  
correct copy of the original  
on file and of record in my  
office.

Dated this 26 day of DEC, 2019

RECORDER

By [Signature] Deputy





Doc No **T02659948**

Certified, filed and/or recorded on  
Feb 25, 2020 9:01 AM

Office of the Registrar of Titles  
Ramsey County, Minnesota

Tara J Bach, Registrar of Titles

Christopher A. Samuel, County Auditor and Treasurer

Deputy 203

Pkg ID 1345408E

Document Recording Fee Torrens      \$46.00

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***Document Total***      \$46.00

Existing Certs  
601964

This cover sheet is now a permanent part of the recorded document.

**CORPORATE ASSIGNMENT OF MORTGAGE**

Loan #: 7500818762 / TS Ref #: 0009130000007343  
MN/RAMSEY (LAND COURT)

Assignment Prepared on: July 26, 2019

**Assignor:** US MORTGAGE RESOLUTION LLC, at 351 E CONESTOGA ROAD, SUITE 207, WAYNE, PA, 19087

**Assignee:** Trinity Financial Services, LLC, at 2618 SAN MIGUEL DR., SUITE 303, NEWPORT BEACH, CA, 92660

For value received, the Assignor does hereby grant, sell, assign, transfer and convey, unto the above-named Assignee all interest under that certain Mortgage Dated: 3/10/2004, in the amount of \$71,920.00, executed by FRANCES D GOODLOW AND DAVID L GOODLOW JR, WIFE & HUSBAND to National City Bank and Recorded: 6/7/2004, Document #: 1820382 in RAMSEY (Land Court) County, State of Minnesota.  
CT#: 517408

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

US MORTGAGE RESOLUTION LLC

On: July 26, 2019

By: Michelle Barry

Name: Michelle Barry

Title: Assistant Vice President

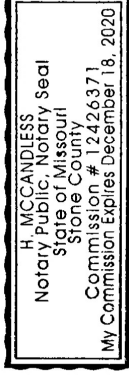
State of MISSOURI  
County of STONE

On July 26, 2019, before me, H. MCCANDLESS, a Notary Public in and for STONE County, in the State of MISSOURI, personally appeared Michelle Barry, Assistant Vice President, US MORTGAGE RESOLUTION LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

H. McCandless

H. MCCANDLESS  
Notary Expires: 12/18/2020 / #: 12426371



**Document Prepared by:** Kaleena Ogo, TRINITY FINANCIAL SERVICES, LLC, 610 NEWPORT CENTER DRIVE, SUITE 1150, NEWPORT BEACH, CA, 92660, (855) 818-6806  
**When Recorded Return To:** Kaleena Ogo, Trinity Financial Services, LLC, P.O. BOX 458, KIMBERLING CITY, MO, 65686  
MN/RAMSEY (Land Court)

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2021-602

**Meeting Date:** 10/12/2021

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**Sponsor:** Public Health

**Title**

Presentation: Minimum Floor Price on Cigarettes and Smokeless Tobacco in Ramsey County

**Recommendation**

None. For information and discussion only.

**Background and Rationale**

Ramsey County is committed to being a vibrant community where all are valued and thrive and seeks to strengthen individual, family and community health, safety and well-being through prevention and early intervention. Tobacco use is the single most preventable cause of disease and death, and Public Health, acting in the health interests of both the residents of the city of Saint Paul and Ramsey County, seeks to reduce tobacco use rates and tobacco-related disease prevalence among adults and youth. Long-term tobacco use is directly related to many illnesses, including lung, oral and pharyngeal cancer, heart disease, and lung diseases such as emphysema and bronchitis. People who receive price discounting coupons and promotions are more likely to start using tobacco and less likely to stop.

Increasing the price of tobacco products is important:

- In 2018, tobacco companies spent \$9.1 billion to reduce the price of cigarettes and smokeless tobacco for consumers (Federal Trade Commission, 2019).
- In Minnesota, adult smokers who redeemed cigarette coupons were less likely to quit smoking than those who didn't use coupons (Choi, et al., 2013; Choi & Forester, 2014; Slater, et al., 2007).
- Price is the most effective tool in reducing smoking in adults and preventing youth from starting.
- Studies have shown that a \$10 per pack retail price and regulating discounts could result in (Marynak, et al., 2016):
  - 637,270 fewer smokers aged 12-17 years
  - 4,186,954 fewer smokers aged 18-25 years
  - 7,722,460 fewer smokers aged 26 and older
- When prices are higher, tobacco use decreases, especially among youth and low-income smokers. It prevents youth from starting and helps people quit (U.S. Department of Health and Human Services, 2014; Institute of Medicine, 1998).

Prohibiting the redemption of coupons and promotions on all tobacco products is important:

- Tobacco companies use coupons and retail promotions to lower the price of products, making them much more appealing to youth and young adults.
- About 50 percent of Minnesota smokers have used tobacco coupons or promotions in the past year to save money on cigarettes and one-third of adult smokers use tobacco coupons or discounts every time they see one (Choi, et al., 2013; White, et al., 2006).
- Coupons also undermine smokers' attempts to quit. Minnesota adult smokers who redeemed cigarette coupons were less likely to quit smoking than those who didn't use coupons (Choi, et al., 2013; Choi & Forester, 2014; Slater, et al., 2007).



- Doing a complete ban on redemption of coupons and promotions would also apply to electronic cigarettes, which are known to be more commonly used among youth. Because there are so many electronic cigarette products available, banning the redemption of coupons and promotions would help keep the price of these products high.

The impacts to racially and ethnically diverse and other underrepresented communities because of price discounting are important:

- Price discounting is targeted at communities disproportionately impacted by the harms of tobacco: African Americans, lesbian, gay, bisexual, transgender, and queer (LGBTQ) individuals, women, youth, and low-income populations.
- Because of the harms caused by tobacco products, these communities experience tobacco-related illnesses at greater rates.
  - Lower-income populations have less access to health care, making it more likely that they are diagnosed at later stages of diseases and conditions (CDC, 2019).
  - LGBT individuals are less likely to have health insurance than straight individuals, which may negatively affect health as well as access to cessation treatments, including counseling and medication (CDC, 2019).
- Keeping tobacco prices low means people of color and low-income communities will continue to experience health disparities and inequities.

Between October 6 and 27, 2021, the Saint Paul City Council will review and vote on a proposed ordinance to ban tobacco price discounting in Saint Paul. This ordinance proposes that the city of Saint Paul require a minimum floor price on cigarettes and smokeless tobacco and ban the redemption of coupons on all tobacco products. A resolution from the Ramsey County Board of Commissioners would help advise and support this proposed ordinance and future Ramsey County cities and municipalities that wish to pass similar ordinances.

Public Health, in partnership with the Association for Non-Smokers Rights Minnesota, supports a minimum floor price on cigarettes and smokeless tobacco and a ban on the redemption of coupons and in-store discounts on all tobacco products. The Ramsey County Board of Commissioners has previously taken actions to regulate tobacco and smoking to promote public health and community well-being as additional data and information about the harmful effects of smoking have emerged. This includes adoption of the Ramsey County Clean Indoor Air Ordinance in 2015 and the support of municipal restrictions on menthol tobacco products to adult only access in 2017.

## **Attachments**

### **1.Presentation**



# Minimum Floor Price on Cigarettes and Smokeless Tobacco in Ramsey County

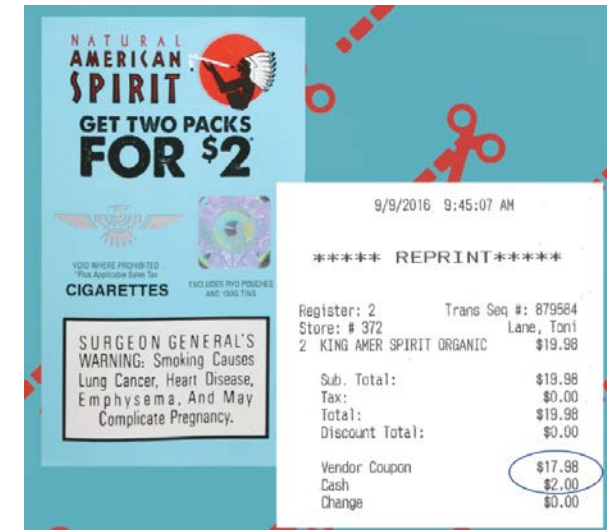
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Presented by Public Health:  
Sara Hollie, MPH, Director  
Selena Salfen, MPH, Health Educator

Price discounting occurs when tobacco companies target potential and current tobacco users with coupons and in-store discounts that lower the price of tobacco products.

Impact:

- Studies have shown that a \$10 per pack retail price and regulating discounts could result in:
  - 637,270 fewer smokers aged 12-17 years
  - 4,186,954 fewer smokers aged 18-25 years
  - 7,722,460 fewer smokers aged 26 and older
- 50% of Minnesota smokers have used tobacco coupons or promotions in the past year to save money on cigarettes
- One-third** of adult smokers use tobacco coupons or discounts every time they see one.
- Young adult nonsmokers who receive tobacco coupons are twice as likely to become smokers.





Saint Paul – Ramsey County Public Health is asking the Ramsey County Board of Commissioners to **support a minimum floor price on cigarettes and smokeless tobacco and ban the redemption of coupons and in-store discounts on all tobacco products.**

A resolution from the Board of Commissioners would help advise and support the proposed Saint Paul price discounting ordinance and future Ramsey County cities and municipalities that wish to pass similar ordinances.



Community partners and advocates supporting the Saint Paul Ordinance



## History and Community Involvement

- Menthol resolution (2017) → Minnesota Tobacco 21 (2019) → Price discounting work → Saint Paul Price Discounting Ordinance (vote October 27, 2021)
- Community engagement through the Ramsey Tobacco Coalition and the Association for Non-smokers Minnesota (ANSR)
  - Many community members received tobacco coupons, considered these coupons predatory and wanted to focus efforts to end this targeting.
  - Focus groups and key informant interviews (2018)
  - Community members involved in outreach, including meetings with decision makers.
- Proposed Saint Paul tobacco price discounting ordinance has the support of **over 40 local and statewide organizations, including mental health organizations, medical provider groups, faith-based organizations, cultural coalitions, youth organizations and three district councils:**



Price discounting targets communities disproportionately impacted by the harms of tobacco: **Culturally and ethnically diverse communities including African Americans and Indigenous people, women, youth, low-income populations, and lesbian, gay, bisexual, transgender and queer (LGBTQ) individuals.**

- **African Americans** are more likely to use tobacco coupons or promotions and people using these to discount tobacco products are more likely to start smoking and less likely to quit smoking.
- **LGBTQ** individuals are less likely to have health insurance than heterosexual, cisgender and gender binary individuals, which may negatively affect health as well as access to cessation treatments, including counseling and medication.
- **Lower-income populations** have less access to health care, making it more likely that they are diagnosed at later stages of tobacco-related diseases and conditions.



# Board of Commissioners

## Request for Board Action

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**Item Number:** 2021-585

**Meeting Date:** 10/12/2021

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**Sponsor:** Public Health

**Title**

Minimum Floor Price on Cigarettes and Smokeless Tobacco in Ramsey County

**Recommendation**

Support a minimum floor price on cigarettes and smokeless tobacco and ban the redemption of coupons and in-store discounts on all tobacco products in Ramsey County.

**Background and Rationale**

Ramsey County is committed to being a vibrant community where all are valued and thrive and seeks to strengthen individual, family and community health, safety and well-being through prevention and early intervention. Tobacco use is the single most preventable cause of disease and death, and Public Health, acting in the health interests of both the residents of the city of Saint Paul and Ramsey County, seeks to reduce tobacco use rates and tobacco-related disease prevalence among adults and youth. Long-term tobacco use is directly related to many illnesses, including lung, oral and pharyngeal cancer, heart disease, and lung diseases such as emphysema and bronchitis. People who receive price discounting coupons and promotions are more likely to start using tobacco and less likely to stop.

Increasing the price of tobacco products is important:

- In 2018, tobacco companies spent \$9.1 billion to reduce the price of cigarettes and smokeless tobacco for consumers (Federal Trade Commission, 2019).
- In Minnesota, adult smokers who redeemed cigarette coupons were less likely to quit smoking than those who didn't use coupons (Choi, et al., 2013; Choi & Forester, 2014; Slater, et al., 2007).
- Price is the most effective tool in reducing smoking in adults and preventing youth from starting.
- Studies have shown that a \$10 per pack retail price and regulating discounts could result in (Marynak, et al., 2016):
  - 637,270 fewer smokers aged 12-17 years
  - 4,186,954 fewer smokers aged 18-25 years
  - 7,722,460 fewer smokers aged 26 and older
- When prices are higher, tobacco use decreases, especially among youth and low-income smokers. It prevents youth from starting and helps people quit (U.S. Department of Health and Human Services, 2014; Institute of Medicine, 1998).

Prohibiting the redemption of coupons and promotions on all tobacco products is important:

- Tobacco companies use coupons and retail promotions to lower the price of products, making them much more appealing to youth and young adults.
- About 50 percent of Minnesota smokers have used tobacco coupons or promotions in the past year to save money on cigarettes and one-third of adult smokers use tobacco coupons or discounts every time they see one (Choi, et al., 2013; White, et al., 2006).
- Coupons also undermine smokers' attempts to quit. Minnesota adult smokers who redeemed cigarette coupons were less likely to quit smoking than those who didn't use coupons (Choi, et al., 2013; Choi &

Forester, 2014; Slater, et al., 2007).

- Doing a complete ban on redemption of coupons and promotions would also apply to electronic cigarettes, which are known to be more commonly used among youth. Because there are so many electronic cigarette products available, banning the redemption of coupons and promotions would help keep the price of these products high.

The impacts to racially and ethnically diverse and other underrepresented communities because of price discounting are important:

- Price discounting is targeted at communities disproportionately impacted by the harms of tobacco: African Americans, lesbian, gay, bisexual, transgender, and queer (LGBTQ) individuals, women, youth, and low-income populations.
- Because of the harms caused by tobacco products, these communities experience tobacco-related illnesses at greater rates.
  - Lower-income populations have less access to health care, making it more likely that they are diagnosed at later stages of diseases and conditions (CDC, 2019).
  - LGBT individuals are less likely to have health insurance than straight individuals, which may negatively affect health as well as access to cessation treatments, including counseling and medication (CDC, 2019).
- Keeping tobacco prices low means people of color and low-income communities will continue to experience health disparities and inequities.

Between October 6 and 27, 2021, the Saint Paul City Council will review and vote on a proposed ordinance to ban tobacco price discounting in Saint Paul. This ordinance proposes that the city of Saint Paul require a minimum floor price on cigarettes and smokeless tobacco and ban the redemption of coupons on all tobacco products. A resolution from the Ramsey County Board of Commissioners would help advise and support this proposed ordinance and future Ramsey County cities and municipalities that wish to pass similar ordinances.

Public Health, in partnership with the Association for Non-Smokers Rights Minnesota, supports a minimum floor price on cigarettes and smokeless tobacco and a ban on the redemption of coupons and in-store discounts on all tobacco products. The Ramsey County Board of Commissioners has previously taken actions to regulate tobacco and smoking to promote public health and community well-being as additional data and information about the harmful effects of smoking have emerged. This includes adoption of the Ramsey County Clean Indoor Air Ordinance in 2015 and the support of municipal restrictions on menthol tobacco products to adult only access in 2017.

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

☒ Well-being

☒ Prosperity

☐ Opportunity

☐ Accountability

**Racial Equity Impact**

Once approved, this action will help ensure tobacco discounting does not disproportionately affect racially and ethnically diverse communities in Ramsey County. African Americans are more likely to use tobacco coupons or promotions and people using these to discount tobacco products are more likely to start smoking and less likely to quit smoking. According to the Centers for Disease Control and Prevention, tobacco use is a major contributor to the three leading causes of death among African Americans: heart disease, cancer, and stroke (CDC, 2019).

**Community Participation Level and Impact**

The community was engaged in this action through the long-standing work of the Ramsey Tobacco Coalition. Representatives from Public Health's Statewide Health Improvement Partnership team regularly participate in Ramsey Tobacco Coalition meetings.



Community research and key informant interviews brought price discounting to the front of conversations. Many community partners were recipients of tobacco coupons and price promotions. Many community members considered these coupons and promotions predatory and wanted to focus efforts to end this targeting. Community members have been involved in outreach, including meetings with decision makers.

ANSR and community partners have led the initiative to engage with Saint Paul District Councils and Commissions to educate them on the problem of price discounting in Saint Paul using data and pictures collected from the city. ANSR has also continued to educate and engage community organizations across Saint Paul to get support for this ordinance over the last year and a half despite a pandemic. The proposed Saint Paul tobacco price discounting ordinance has the support of over 40 local and statewide organizations, the Human Rights and Equal Opportunity Commission, the Youth Commission, and three District Councils (North End, Saint Anthony Park, and Union Park).

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

This item has no fiscal impact.

**County Manager Comments**

No additional comments.

**Last Previous Action**

On September 12, 2017, the County Board approved a resolution which supported restrictions to the sales of mentholated tobacco products to adults only throughout all Ramsey County jurisdictions (Resolution B2017-211).

**Attachments**

1. None

## References:

1. Federal Trade Commission (2019). *Cigarette Report for 2018*; Federal Trade Commission (2019). *Smokeless Tobacco Report for 2018*.
2. Choi, et al. (2013). Receipt and redemption of cigarette coupons, perceptions of cigarette companies and smoking cessation. *Tobacco Control*; 22(6): 418-22.
3. Choi & Forster (2014). Frequency and Characteristics Associated with Exposure to Tobacco Direct Mail Marketing and Its Prospective Effect on Smoking Behaviors among Young Adults from the US Midwest. *American Journal of Public Health*; 104(11), 2179-2183.
4. Slater, et al. (2007). The impact of retail cigarette marketing practices on youth smoking uptake. *Archives of Pediatrics & Adolescent Medicine*; 161(5):440-45.
5. Marynak, et al. (2016). DOI: 10.1177/0033354916662211
6. U.S. Department of Health and Human Services (2014). *The Health Consequences of Smoking— 50 Years of Progress: A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health.
7. Institute of Medicine (1998). *Taking Action to Reduce Tobacco Use*. Washington, D.C.: National Academies Press.
8. White, et al. (2006). Cigarette promotional offers: Who takes advantage? *Am J Prev Med*; 30(3):225–231.
9. CDC (2019). *Cigarette Smoking and Tobacco Use Among People of Low Socioeconomic Status*.
10. CDC (2019). *Lesbian, Gay, Bisexual, and Transgender Persons and Tobacco Use*.
11. CDC (2019). *African Americans and Tobacco Use*.

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2021-596

**Meeting Date:** 10/12/2021

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**Sponsor:** County Manager's Office

**Title**

Presentation: American Rescue Plan Act Funds for Violence Prevention Initiatives

**Recommendation**

None. For information and discussion only.

**Background and Rationale**

The American Rescue Plan Act (ARPA) provides emergency funding for state, local, territorial, and Tribal governments. ARPA underscores a focus on responding to “disproportionately impacted low-income families and communities of color,” with specific emphasis on supporting community violence intervention programs to address health disparities and social determinants of health. In April 2021, the County Manager recognized violence prevention as a Tier 1 priority for ARPA resource allocation in Ramsey County.

The following initiatives offer community driven proactive wellness support that shifts the responsibility for violence prevention and safety from being primarily the responsibility of law enforcement to a partnership involving those who are most impacted by violence in the community. Investing in our communities in this way will have a direct and immediate impact on reducing violence and will also have long term benefits of communities being able to care for themselves, innovative funding partnerships, and shifting resources to support the expressed needs of our community.

**Investment Area 1- Appropriate Responses Initiative**

The Appropriate Responses Initiative (ARI) transforms 9-1-1 Emergency Communication Center (ECC) dispatch processes, public wellness systems (Social Services and Public Health), and community institutions to provide a wider range of options in responding to people in need. It recognizes that although in some cases a traditional response is most appropriate there are limitations of these responses to address certain types of requests for assistance.

This initiative will develop response policies and protocols that use three additional approaches to 9-1-1 call response options:

- Co-responder response - Including both wellness/community response and public safety system agencies. These will partner together to coordinate a response most appropriate to the information available at the time of dispatch and the needs of the individuals requesting service.
- Non-traditional response - Calls where wellness system and community institutions can respond without the need for dispatching public safety personnel.
- Community Response- Community only response that is both dispatched and preventative.

ARI establishes and expands wellness system response for the entire county, identifying and collaborating with key wellness departments to expand existing services or invest in new service models that can be deployed in response to requests that come into the 9-1-1 ECC or other contact points 24 hours a day, 365 days a year. It also expands and institutionalizes community-based emergency response, building partnerships with key community organizations and supporting community infrastructure. Additionally, ARI will

actively coordinate with public safety system partners across city and county government and engage the greater community ensuring this new structure is clearly communicated across all stakeholders.

**Priority A: Expanded Co-response Model**

The existing co-response model will be greatly expanded to include a countywide 24x7 public wellness system (Social Services and Public Health) response. The current co-response model has limited hours and is only deployed when requested directly by police officers assigned to the call. This expanded response capability will add mobile units that can be dispatched by the ECC to respond with law enforcement or emergency medical services. For certain types of calls, these mobile public wellness response resources could be dispatched without law enforcement or emergency medical system responders where that can be done without risk to the staff or the person(s) needing assistance. Public wellness responders could be combined with community responders in some situations. The optimal response protocols would be co-designed with community.

**Priority B: Creating Community Based Response Capability**

Investing in the creation of a community-based response model disrupts pathways to incarceration, invests money and resources directly into our Ramsey County community, and empowers community members to have a larger role in keeping their neighborhoods safe. For this capability to be successful, it needs to be co-designed with individual community members and community organizations who will have shared responsibility in design, implementation and monitoring. This innovative response capability will allow for community members to aid each other whether that be through connection to resources, assisting in de-escalating conflict, or addressing code violations. Due to the nature of co-design, the details of this response capability will be the result of a process that engages both system leadership and community members.

**Priority C: Emergency Communication Center Enhancements**

ECC training and operations protocols will be redesigned, working in partnership with community and systems stakeholders, to include expanded dispatching options to connect callers to the most appropriate response options. This will include social workers embedded in the ECC to collaboratively identify appropriate responses as well as make referrals in cases where an immediate response is not necessary. ECC staff will be trained on new protocols to support new response options, build trust, and to elevate recognition of wellness, equity and trauma for improved decision making. A small number of ECC call takers will need to be added to the staff compliment to account for additional call processing time that will be required by expanded call screening protocols. Community will be involved in the process of developing new protocols and training for ECC employees.

**Investment Area 2 Healing Streets Expansion**

Healing Streets is actively working to disrupt the cycle of violence by providing needed healing and wraparound services to communities and individuals who have been impacted by group and/or gun violence, including those who have caused harm. For this program to meet the needs in the community, expansions are required in both programming and staff support. The urgent areas of expansion include providing additional and intentional outreach to individuals who have caused harm, been harmed and their families, creating dedicated resource pool to be able to meet participants needs in the moment, implementing a fellowship program, creating a hospital-based program, and increasing staff roles dedicated to raising visibility and increasing impact.

**Priority A: Creating a Dedicated Resource Pool**

Healing Streets will continue to enhance and create partnerships with other programs across the county to connect participants into existing services. However, due to the nature of this work it is vital that Healing Street have the assets to develop services that can be offered in the time of need without qualification barriers. This would include, but not be limited to, providing first and last month's rent to move a community member into safe housing, clothing, transportation assistance, and other immediate needs.

**Priority B: Fellowship Program, Intentional Outreach, Hospital-Based Program**

A fellowship will be implemented for people who have caused harm which will include intensive training, and a paid stipend will allow individuals to develop new skills to lead a successful life. Intentional outreach to individuals who have caused harm will allow staff to build relationships with those individuals, understand their barriers to success and wellness, provide needed support, and give them alternatives to continuing to cause harm to the community. Critical to an effective outreach program will be the development of hospital programming designed to begin building relationships with people affected by gun violence shortly after the violent incident that resulted in their hospitalization.

**Priority C: Community Health Responders and Support Staff**

The new role of Community Health Responders will help clients access resources both in the community and within the Ramsey County services ecosystem. Additional staff is needed to help add planning capacity and providing behind the scenes support. Increasing staff capacity also allows for more community mediators to be hired, trained, and available to respond to violence in the community and also provides much needed job stability for community members hired into these roles.

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

In Ramsey County, Black and American Indian populations continue to be burdened by the most significant disparities across life outcomes. The pandemic only exacerbated those disparities, manifesting in circumstances, behaviors, and needs which have been approached with public safety system responses. More appropriate investments are required to support the development of systemically disinvested communities. These investments should support the wellness of communities, offer options that do not utilize harmful punishment mechanisms, and prevent engagement with the public safety system. The investment areas proposed as part of these violence prevention initiatives will divert people away from the criminal justice system by providing alternative responses to 9-1-1 calls for assistance and will also increase the capacity of Healing Streets to bring a public health approach to interrupting the cycle of group and gun violence.

**Community Participation Level and Impact**

Implementing alternative 9-1-1 responses will require co-design with community. Developing a community response capability can empower community to have a larger role in keeping neighborhoods safe. Healing Streets leverages relationships within communities and families that have the proximity to interrupt the cycle of violence.

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

Up to \$16 million through 2024 is being requested from the Ramsey County local government ARPA funds. The county has received over \$53 million in local ARP funds and at the April 20, 2021 board workshop, the County Manager highlighted five tiers for investment. This initiative is in Tier one and is an emergency response to the immediate needs in our community. Finance will provide regular reporting on ARPA funds.

**County Manager Comments**

Staff will follow up with a Board Workshop in November to share more program and budget details for each investment area.

**Last Previous Action**

None

**Attachments**

1. Presentation

# American Rescue Plan Act Funds for Violence Prevention Initiatives

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October 12, 2021

## Goals For Today

1. Introduce proposed American Rescue Plan Act (ARPA) investments in violence prevention
2. Lay foundation for future evaluation and discussion



## Why These Initiatives?

1. The current system lacks enough tools/responses to be effective for many of the call types that are handle by the Emergency Communications Center (ECC).
2. Transforming Systems Together (TST) and Community First Public Safety Commission have paved the way for creative solutions to meet needs in the community.
3. A disproportionate number of Black and American Indian individuals are engaged with criminal justice. These initiatives divert people from entering the criminal justice system and provide prevention programming, thereby reducing risk of harm and long-term collateral consequences.

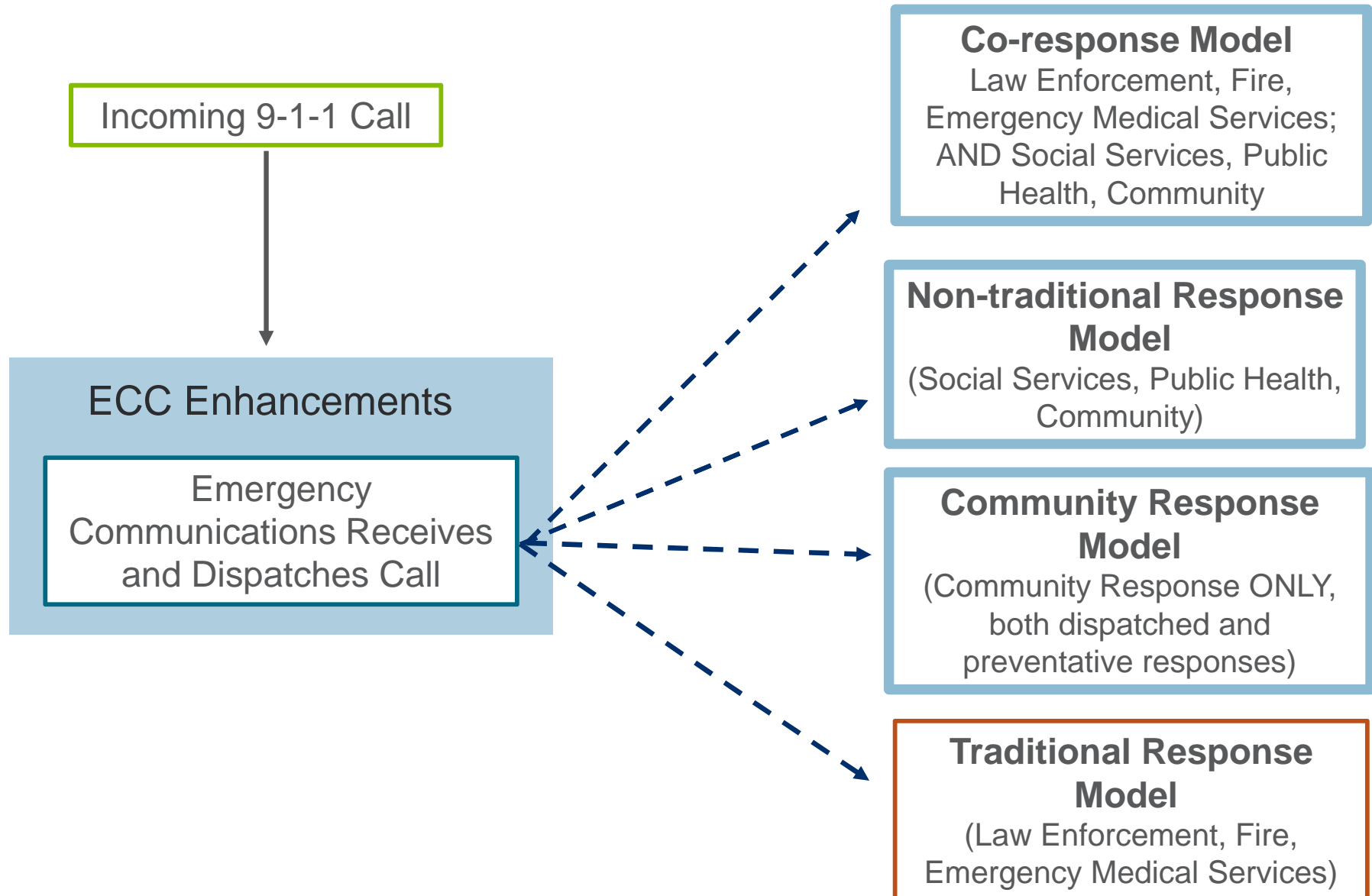
# Violence Prevention Priority Projects

- 1) Appropriate Responses- development of new response types and enhancements to dispatch countywide resources
  - Expanding Social Services and Public Health responses
  - Creating Community Based response capability
  - Enhancing 9-1-1 protocols so new response options can be fully and appropriately utilized
- 2) Healing Streets- Community-centered healing-based approach to Violence Prevention
  - Creating a dedicated resource pool to meet participant needs in the moment
  - Additional and intentional outreach to individuals who have caused harm

## New Response Types

- 1) Co-Responder Response- Law Enforcement, Fire, Emergency Medical Services; AND Social Services, Public Health, Community
- 2) Nontraditional Responses- Social Services, Public Health, Community
- 3) Community Response- Community response ONLY (both dispatched and preventative/referral responses)

## Appropriate Responses Initiative



## ECC Enhancements

- Embed social workers with ECC staff to help support expanded call processing protocols for complex calls/situations and to help connect callers with resources/services when an immediate response is not needed.
- Training for current staff to support expanded response options, build trust and elevate recognition of wellness, equity and trauma for improved decision making.
- Engage communities and systems for input and guidance around training and support for staff.
- Develop best practices for call processing and dispatch of non-traditional services.
- Support for wellness of ECC staff.

## Healing Streets

Community-centered Healing based approach to Violence Prevention, Intervention, & Healing group/gun violence in Ramsey County. Centered in the narratives and lived experiences of those most impacted by group/gun violence.

Reduce group/gun violence through 4 key direct service areas of

- Community Based Violence Prevention and Intervention
- Healing/Grief Services for Survivors of Group/gun Violence
- Hospital-based Violence Prevention
- School Based intervention and Impacted Peer Advocacy

# Healing Streets

## Referral Sources

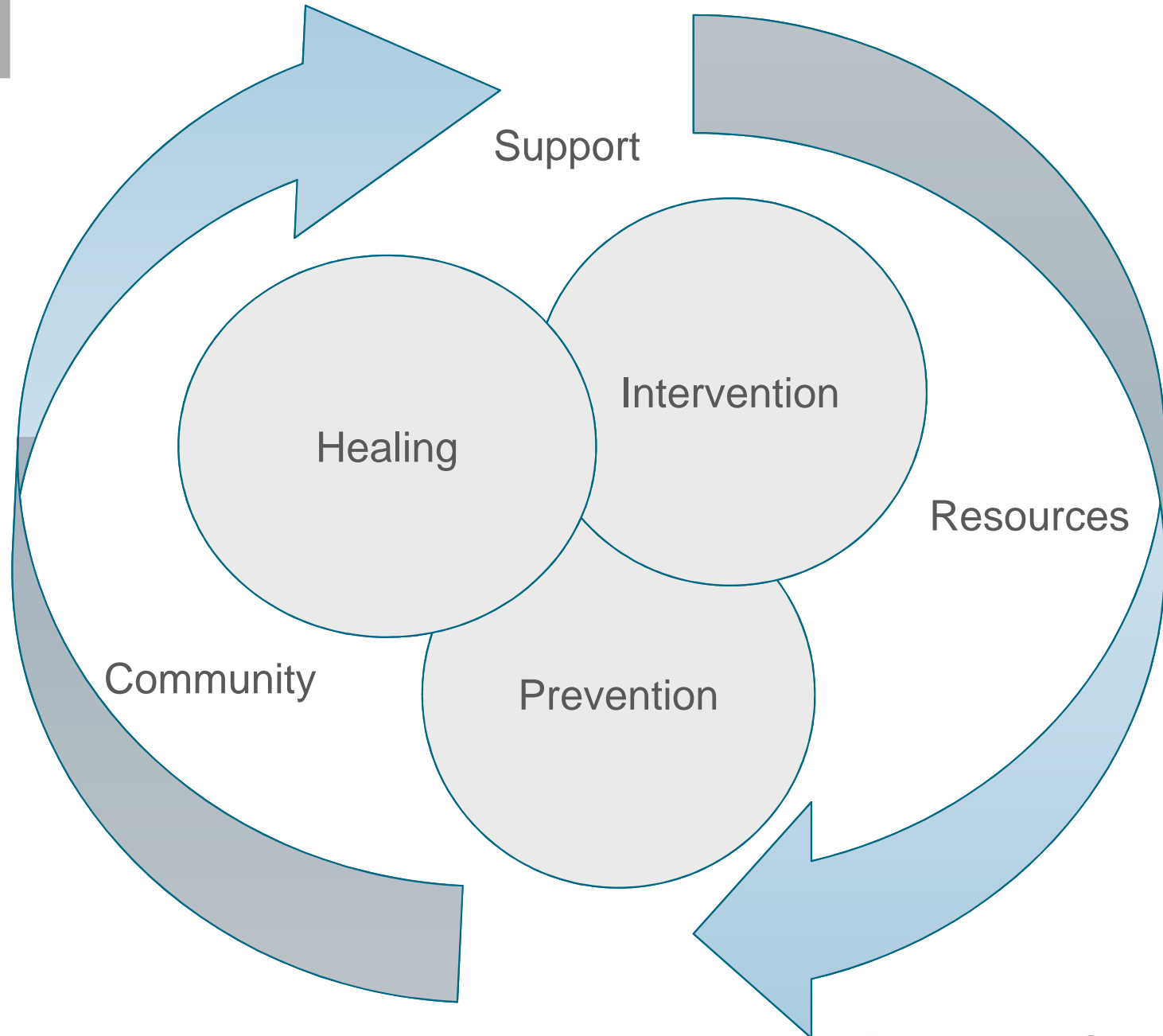
Community

SPPD

Hospitals

Corrections/  
Supervised Release

Redwing



## Funding

Anticipate ARPA funding request for up to \$16 million  
(through 2024)

### Key Considerations:

- Sustainability beyond ARPA
- Systems transformations
- Partnerships with other jurisdictions



## Discussion & Questions