



Board of Commissioners

Agenda - Final-revised

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

August 2, 2022 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of August 2, 2022 is Presented for Approval** [2022-322](#)

Sponsors: County Manager's Office

Approve the agenda of August 2, 2022.

2. **Minutes from July 19, 2022 are Presented for Approval** [2022-323](#)

Sponsors: County Manager's Office

Approve the July 19, 2022 Minutes.

ADMINISTRATIVE ITEMS

3. **First Amendment to the Agreement with Gallagher Benefit Services for Modernization of Personnel Rules, Job Classifications and Compensation Plans** [2022-406](#)

Sponsors: County Manager's Office

1. Approve the first amendment to the agreement with Gallagher Benefit Services for modernization of the personnel rules, job classifications and compensation plans for the period of August 3, 2022 through February 4, 2024 in an amount not to exceed \$135,000 and a total amount not to exceed \$1,115,000.
2. Authorize the Chair and Chief Clerk to execute the amendment.

4. **Second Amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board** [2022-407](#)

Sponsors: Public Health

1. Approve the Second Amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board.
2. Authorize the Chair and Chief Clerk to execute the Second Amendment.

5. **Grant Award from the Minnesota Department of Human Services for Housing Support Infrastructure** [2022-403](#)

Sponsors: Housing Stability

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services Housing and Support Services Division, Community Living Infrastructure Program in the amount of \$429,126 for capacity building and administration of the Housing Support Program.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Human Services for Housing Support Program infrastructure for the period of August 2, 2022 through March 31, 2024, in the amount of \$429,126.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

6. Revenue Agreement with Saint Paul Public Schools for Earn as You Learn Program [2022-395](#)

Sponsors: Workforce Solutions

1. Authorize the County Manager to approve and execute a revenue agreement with Saint Paul Public Schools for Earn as You Learn Program for a total sum not to exceed \$64,800, in a form approved by the County Attorney's Office.
2. Authorize the County Manager to approve and execute amendments to renew the term of the agreement, increase funds or expand services, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

7. Funding for County Priorities [2022-396](#)

Sponsors: Finance

1. Approve funding and related transfers of \$5,150,000 for the following county priorities
 - a. \$1,000,000 in a project for investigations budgeted in the Compliance and Ethics division of the County Manager's Office.
 - b. \$500,000 to replenish capital funds reallocated for operating expenses in 2021.
 - c. \$150,000 for critical county systems in Information Services.
 - d. \$500,000 for tax system software maintenance in Property Tax, Records, and Election Services.
 - e. \$2,000,000 for the Information Technology Portfolio and the Technology Governance Committee in Information Services.
 - f. \$1,000,000 to support space consolidation efforts in Community Corrections.
2. Authorize the County Manager to account for the investigations funding listed above as a project budget in the Compliance and Ethics division of the County Manager's Office.
3. Authorize the County Manager to enter into agreements, execute change orders and amendments to agreements in accordance with the county's procurement policies, provided the amounts are within the limits of funding.

ORDINANCE PROCEDURES

8. Proposed Property Management Department Ordinance [2022-401](#)

Sponsors: Economic Growth and Community Investment

Adopt the Proposed Property Management Department Ordinance.

PRESENTATION**9. Presentation: RiversEdge Update**[2022-408](#)

Sponsors: Community & Economic Development

None. For information and discussion only.

COUNTY CONNECTIONS**OUTSIDE BOARD AND COMMITTEE REPORTS****BOARD CHAIR UPDATE****ADJOURNMENT**

Following County Board Meeting:

10:15 a.m. (estimated): Closed Meeting - ****CLOSED TO PUBLIC****

Re: To Consider/Develop an Offer/Counteroffer for Sale of County-Owned Real Property on Kellogg Boulevard in St. Paul (former Ramsey County Adult Detention Center and Ramsey County West Building sites)

Courthouse - Room 220, large conference room

Advance Notice:

August 9, 2022 County board meeting – Council Chambers

August 16, 2022 County board meeting – Council Chambers

August 23, 2022 County board meeting – Council Chambers

August 30, 2022 No county board meeting – 5th Tuesday



Board of Commissioners

Request for Board Action

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

Item Number: 2022-322

Meeting Date: 8/2/2022

Sponsor: County Manager's Office

Title

Agenda of August 2, 2022 is Presented for Approval

Recommendation

Approve the agenda of August 2, 2022.



Board of Commissioners

Request for Board Action

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

Item Number: 2022-323

Meeting Date: 8/2/2022

Sponsor: County Manager's Office

Title

Minutes from July 19, 2022 are Presented for Approval

Recommendation

Approve the July 19, 2022 Minutes.

Attachments

1. July 19, 2022 Minutes

Board of Commissioners

Minutes

July 19, 2022 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9 a.m. with the following members present: Carter, Frethem, McDonough, McGuire, Ortega and Chair MatasCastillo. Absent: Reinhardt. 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, and Ortega
Absent: Reinhardt

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner McDonough.

Every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history that led to this moment. Some were brought here against their will, some were drawn to leave their distant homes in hope of a better life, and some have lived on this land since time immemorial. Truth and acknowledgment are critical to building mutual respect and connection across all barriers of heritage and difference.

We are standing on the ancestral lands of the Dakota People. We want to acknowledge the Ojibwe, the Ho Chunk and the other nations of people who also called this place home. We pay respects to their elders past and present. Please take a moment to consider the treaties made by the tribal nations that entitle non-Native people to live and work on traditional Native lands. Consider the many legacies of violence, displacement, migration, and settlement that bring.

1. Agenda of July 19, 2022 is Presented for Approval [2022-313](#)

Sponsors: County Manager's Office

Approve the agenda of July 19, 2022.

Motion by Carter, seconded by McGuire. Motion passed.

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

2. Minutes from July 12, 2022 are Presented for Approval [2022-314](#)

Sponsors: County Manager's Office

Approve the July 12, 2022 Minutes.

Motion by Carter, seconded by McDonough. Motion passed.

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

PROCLAMATION

3. Proclamation: Pretrial, Probation and Parole Week in Ramsey County [2022-324](#)

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

ORDINANCE PROCEDURES

4. Proposed Property Management Department Ordinance - Waive the Second Reading and Hold the Public Hearing [2022-384](#)

Sponsors: Economic Growth and Community Investment

1. Waive the Second Reading of the proposed Property Management Department Ordinance.
2. Hold the Public Hearing for the proposed Property Management Department Ordinance.

Chair MatasCastillo opened the public hearing at 9:13 a.m. One Ramsey County resident of Saint Paul, MN was present to provide testimony. No one was present remotely. The Chair called three times for additional testimony. Hearing none, the chair closed the public hearing at 9:15 a.m.

Motion by McDonough, seconded by McGuire. Motion passed.

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

Absent: Reinhardt

Resolution: B2022-175

ADMINISTRATIVE ITEMS

5. Terms of Collective Bargaining Agreement with American Federation of State, County and Municipal Employees, Council 5, Local 8 - Public Defenders for the fiscal years 2021 and 2022, effective July 1, 2021 through June 30, 2023 [2022-388](#)

Sponsors: Human Resources

1. Approve the terms of collective bargaining agreement with American Federation of State, County and Municipal Employees, Council 5, Local 8 - Public Defenders for the fiscal years 2021 and 2022, effective July 1, 2021 through June 30, 2023.
2. Authorize the Chair and the County Manager to execute the agreement incorporating the terms and conditions.

Motion by McDonough, seconded by Carter. Motion passed.

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

Absent: Reinhardt

Resolution: B2022-176

6. First Amendment to Agreement with Intech Software Solutions, Inc. for an Election Judge Management System [2022-367](#)

Sponsors: Property Tax, Records & Election Services

1. Approve the amendment to the agreement with Intech Software Solutions, Inc. for an election judge management system.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to change the contract fee structure for the agreement

- from “not to exceed” to “rate setting.”
4. Authorize the County Manager to execute amendments to the agreement in accordance with the county’s procurement policies and procedures provided the amounts are within the limits of funding.

Motion by McDonough, seconded by Carter. Motion passed.

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

Absent: Reinhardt

Resolution: B2022-177

7. Cooperative Agreements for Temporary Employment Service Providers [2022-349](#)

Sponsors: Workforce Solutions

1. Approve the selection of and the cooperative agreements for Temporary Employment Services for the period of July 20, 2022 through July 19, 2027 for a five-year period in accordance with the rates established in the agreements with the following agencies:
 - a. Advanced Practice Solutions, 2882 Middle Street, Saint Paul, MN 55117
 - b. BuzzClan, 5757 Alpha Rd, Suite 340, Dallas, TX 75240
 - c. Cogent Infotech, 1035 Boyce Rd, Suite 108, Pittsburgh, PA, 15241
 - d. Howroyd-Wright Employment Agency DBA AppleOne Employment Services, 327 West Broadway, Glendale, CA 91204
 - e. Kortech Consulting, 3503 High Point Drive North, Building 3, Suite 200, Oakdale, MN 55128
 - f. LanceSoft, 13454 Sunrise Valley Drive, Suite 120, Herndon, VA 20171
 - g. Midtown Personnel, 1130 Connecticut Ave NW, Suite 1101, Washington DC, 20036
 - h. Robert Half, 30 East 7th Street, Suite 3150, Saint Paul, MN 55101
 - i. Tryfacta, 4637 Chabot, Suite 100, Pleasanton, CA 94588
2. Authorize the Chair and Chief Clerk to execute the contracts.
3. Authorize the County Manager to enter into agreements and execute change orders and amendments to agreements in accordance with the county’s procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by McDonough, seconded by Carter. Motion passed.

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

Absent: Reinhardt

Resolution: B2022-178

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 MatasCastillo. Discussion can be found on archived video.

ADJOURNMENT

Chair MatasCastillo declared the meeting adjourned at 9:43 a.m.

Board of Commissioners

Request for Board Action

Item Number: 2022-406

Meeting Date: 8/2/2022

Sponsor: County Manager's Office

Title

First Amendment to the Agreement with Gallagher Benefit Services for Modernization of Personnel Rules, Job Classifications and Compensation Plans

Recommendation

1. Approve the first amendment to the agreement with Gallagher Benefit Services for modernization of the personnel rules, job classifications and compensation plans for the period of August 3, 2022 through February 4, 2024 in an amount not to exceed \$135,000 and a total amount not to exceed \$1,115,000.
2. Authorize the Chair and Chief Clerk to execute the amendment.

Background and Rationale

Ramsey County's 2022 Strategic Plan includes the Talent Priority (also known as Talent, Attraction, Retention and Promotion) to ensure that the county is recognized as the premier public sector employer of choice within the Twin Cities region. The Talent Priority is an enterprise-wide, strategic initiative to build an inclusive, valued and thriving workforce. Weaving the county's core values into the workplace is the first step in positioning Ramsey County as an employer of choice within the communities it serves. Through this initiative, employees and talented job seekers will recognize the county as a place to learn, grow and succeed in their careers.

On February 26, 2019, the Ramsey County Board approved an agreement with Gallagher Benefit Services for \$980,000 to provide services to modernize the personnel rules, job classifications and compensation plans. A countywide classification structure was developed and delivered during the initial scope of the agreement.

This amendment includes Gallagher's review of the classification structure incorporating Human Resources' and departmental experience over the last 18 months. The structures will also be reviewed with all county department heads or designated departmental management to ensure organizational updates are incorporated into the final structure. An internal equity review will also be conducted with county department management and updated as appropriate. Ongoing training for Human Resources staff is embedded as part of each project phase. This additional scope of work will not exceed \$135,000.

County Goals (Check those advanced by Action)

☐ Well-being ☒ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

This initiative is important to ensure job classifications, compensation and personnel rules effectively address the needs of Ramsey County's diverse existing and future workforce. Current and prospective staff are impacted by structural changes to the county classification system. While advancing this work, internal staff teams will apply a racial equity lens to deconstruct and reconstruct internal systems to achieve intergenerational financial prosperity within the community. Current and trend information about Ramsey County employees will continue to be reported annually on the Ramsey County website at:

<https://www.ramseycounty.us/your-government/departments/strategic-team/human-resources/workforce-statistics>

Community Participation Level and Impact

The group most impacted by this initiative is current and prospective county employees. During the initial phase, all staff were invited to participate in shaping the new classification structure through the use of surveys and focus groups. The final classification structure lays the foundation for a total compensation package that attracts diverse applicants. Information about this initiative is provided on the Ramsey County website at:

[<https://www.ramseycounty.us/2022-strategic-plan/aligning-talent-attraction-retention-promotion>](https://www.ramseycounty.us/2022-strategic-plan/aligning-talent-attraction-retention-promotion).

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Strategic priority funds are available for this amendment.

Last Previous Action

On February 26, 2019, the Ramsey County Board approved a correction of a ministerial error from the February 5, 2019 resolution (Resolution B2019-055).

On February 5, 2019, the Ramsey County Board approved the agreement with Gallagher Benefit Services to provide services to modernize the Personnel rules, job classifications and compensation plans (Resolution B2019-040).

Attachments

1. Amendment to Agreement

Amendment to COMGR000049

This is an Amendment to the Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the County Manager, 15 W Kellogg Blvd, Suite 250, Saint Paul, MN 55102 ("County") and Gallagher Benefit Services, 2850 Golf Road, Rolling Meadows, IL 60008, registered as a Corporation in the State of Minnesota ("Contractor") for Talent Attraction, Retention and Promotion: Modernization of Personnel Rules and the Modernization of Job Classifications and Compensation Plans during the period of February 05, 2019 through February 04, 2024 is hereby amended as follows:

In this Amendment, deleted terms will be struck out and added terms will be underlined and bolded, except where described otherwise.

Sections 1, 2, 4, and 7 of the Agreement are amended as follows:

Revision 1, Term Section 1.1. is amended as follows:

1. The parties agree to amend the Agreement as follows:

In this Amendment, deleted terms will be struck out and added terms will be underlined and bolded, except where described otherwise.

Sections 2, and 4 of the Agreement are amended as follows:

Revision 1, Term Section 2. Scope of Service is amended as follows:

In addition to the original Scope of Services, the County is requesting a review and update of the services as noted below.

Additional Services

A. Project Initiation & Administration – Month 1

Kick off meetings to ensure the scope, project tasks, review approach, deliverables and execution timeline are agreed upon by the County project steering committee and the Contractor's team.

Deliverable:

1) Collect updated organization and salary material

Due: At project kick-off to establish specific deadlines and throughout project as needed to assure schedule is monitored

2) Conduct joint Human Resource working sessions on:

Schedule three to four working sessions (in-person or virtual) with Human Resource Team

--Classification specifications and structure and County's experience over last 18 months

--Decision Band Method© (DBM©) structure and title review and County's "experience over last 18 months

--Planning sessions to develop a preliminary work plan, a standard approach to working with departments, etc.

Due: Occurs over the first four to eight weeks depending on schedule and appropriate time for developing the kick-off presentation and other written communications documents.

3) Kick-off event jointly developed and presented with Human Resource team

Schedule a County-wide management staff presentation to explain project, steps, and

involvement of County leadership and department heads.

Due: Scheduled at conclusion of review with Human Resources.

B. Classification Review & Update – Month 2

Review the original structure with the County HR team, then gain insight from the department/functional leadership and update as appropriate. The final version will be provided to the County leadership for final approval. Contractor will update the classification structure, write new classification specifications as needed. There will only be one opportunity for review from department management to meet agreed upon timeline.

1) Review of Classification Structure with Human Resources

Conduct discussion with Human Resources Business Partners supporting separate functions or departments to understand levels. Anticipate 6-8 individual meetings scheduled within two-week period, estimating 24 hours.

Due: Within one month after Project Kickoff

2) Contractor to update the classification structure as appropriate based on feedback.

Due: With two to four weeks based on quantity of feedback and necessary updates.

3) Review classification structures with County department management.

Distribute appropriate classification structures to department or functional management for review and hold individual conversations as necessary based on requests from Human Resources or department management.

4) Contractor to update or write new classification specifications as necessary based on feedback.

Due: By end of the project timeline.

C. Internal Equity Review & Update – Month 3

Upon completion of updated classification structure, Contractor and Human Resources team will review the DBM© ratings and update as necessary. Review will include additional training for the Human Resources team. Ratings will be reviewed with the Department management teams to ensure internal equity appropriately reflects the reality of the function and career paths. Contractor to provide a working knowledge of the method, and appropriate internal equity. Human Resources is responsible for the County-wide ratings, and Department leadership will provide input on the functions under their responsibility, but not on comparison to other functions. There will be only one opportunity for review from department management to meet agreed upon timeline.

1) Training on Decision Band Method©

Contractor to provide training on the methodology for Human Resources in two sessions over two weeks.

Due: Combined with project kick-off meetings (approximate 4-6 hours)

2) Review of internal equity ratings with Human Resources

Conduct discussions with Human Resources Partners and Class & Compensation team to review internal equity (approximately 2-3 reviews).

Due: After project kick-off meetings (approximately 6-10 hours)

3) Contractor to update ratings as appropriate, based on feedback.

Due: One to two weeks after above review (approximately 1-2 weeks, 8-12 hours)

4) Review classification structures with County department management (may be combined with classification review to streamline cost and timeline)

Distribute appropriate classification structures to department or functional management for review of internal equity ratings, hold individual conversations as necessary based on request from Human Resources or department management.

Due: Two to three weeks for feedback and conducting meetings (appropriate 1 hour per department or function for 25 to 30 hours).

D. Allocation Review & Project Finalization – Month 4

This focus is on the appropriate placement of individual employees into the classification structure based on the work performed or expected to be performed. Department management will review the allocation of their staff to ensure accuracy and potentially limit the number of appeals necessary. Contractor will also provide a final report and presentation deliverable to conclude the steps of the project related to updating the classification structure.

1) Individual allocation of County staff reviewed by Human Resources and department/functional management.

Contractor to provide updated allocation to Human Resources for review in conjunction with department/function management. Goal is to ensure appropriate allocation and reduce the number of appeals.

Due: Approximately 2 weeks for review between Human Resources and department/functional management. Limited feedback from Contractor since no other documentation available to compare recommendations (approximately 8 to 12 hours)

2) Develop draft report documents and finalize based on feedback

Contractor to provide draft report to Human Resources for review and County leadership as necessary.

Due: Approximately 2 to 3 weeks for review and updates.

3) Final presentation to County

Contractor to partner with Human Resources to present final recommendations to appropriate stakeholders.

Due: Approximately 1 to 2 days as necessary for final presentation (approximately 8 to 16 hours)

4) Review of administrative policies for ongoing Human Resources management of system.

Contractor to work with Human Resources to review the recommended policies and compare with current to update as appropriate.

Due: Upon completion of the project, 1 to 2 weeks for review and updates over 2 to 3 meetings (approximately 12 to 16 hours)

E. Appeals and Ongoing Training, Support – Month 5 and ongoing

This will be scheduled after the conclusion of the project and timing will depend on the finalization. Contractor will provide support for the appeals process and perform appeals as necessary (comprehensive employee appeal, minor appeal, non-appealable appeal). Contractor will work with County Human Resources to schedule ongoing support through additional training sessions, classification reviews, and market studies as needed upon request.

Due: Ongoing

Revision 2, Term Section 4. Cost is amended as follows:

4. Cost

4.1.

The County shall pay the Contractor a not to exceed amount of \$ ~~1,115,000.00~~980,000.00 over the life of the contract according to the agreed to rates.

4.2.

The County shall pay the Contractor the following unit rates:

Project Associate Consultant - \$200.00 per hour
Project Consultant - \$350.00 per hour
Project Manager/Principal - \$485.00 per hour

4.3

The County shall pay the Contractor the following rates for the completion of the following project milestones:

<u>Project Initiation & Administration</u>	<u>\$ 35,000.00</u>
<u>Classification Structure Review</u>	<u>\$ 50,000.00</u>
<u>Job Evaluation Study</u>	<u>\$ 20,000.00</u>
<u>Allocation Review</u>	<u>\$ 30,000.00</u>
<u>Ongoing Training for Human Resources</u>	<u>Included above</u>
<u>Total</u>	<u>\$135,000.00</u>

5. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

Board of Commissioners

Request for Board Action

Item Number: 2022-407

Meeting Date: 8/2/2022

Sponsor: Public Health

Title

Second Amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board

Recommendation

1. Approve the Second Amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board.
2. Authorize the Chair and Chief Clerk to execute the Second Amendment.

Background and Rationale

The Ramsey/Washington Recycling and Energy (R&E) Board is recommending changes to the Joint Powers Agreement (JPA) between Ramsey and Washington counties to legally change the Principal Place of Business for the R&E Board, change the membership of the Joint Leadership Team and define the role of the Ramsey/Washington Financial Advisory Work Group as it relates to R&E financial matters.

An amendment to R&E Board's legal mailing address is required to change the mailing address for government agencies such as the Internal Revenue Service and Minnesota Pollution Control Agency on the Solid Waste Facility Permit. Currently, all correspondence is being mailed to the Ramsey County Environmental Health office in Maplewood and must be forwarded. This amendment would allow all R&E business-related U.S. mail to be sent to the Recycling & Energy Center at 100 Red Rock Road, Newport, MN 55055.

Currently, the Joint Leadership Team (JLT) membership is comprised of one staff member each from Washington County Public Health and Environment department, Saint Paul - Ramsey County Public Health and the Ramsey County Finance department. The Ramsey County Finance JLT staff member role has been as a liaison between the JLT and Ramsey County on finance matters. The current structure does not allow for direct involvement in financial matters from Washington County. In an effort to have direct input on financial matters from both Ramsey and Washington counties, JLT has created the Ramsey/Washington Financial Advisory Work Group designated to advise the JLT and consult on Ramsey/Washington Recycling & Energy financial matters.

On May 26, 2022, the R&E Board approved Resolution B2022-11 recommending approval of the second amendment to the JPA. Washington County passed the JPA amendment at their full board meeting on July 26, 2022.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The racial equity impact of adopting these amendments will increase accountability for both county boards regarding financial decisions.

Community Participation Level and Impact

This amendment to the JPA will allow the R&E Board to better serve residents, businesses, and the community by more promptly receiving and responding to the U.S. Mail sent to R&E Board. Further, by establishing the Ramsey/Washington Financial Advisory Work group, it increases input opportunities from both Ramsey and Washington counties on R&E financial matters. This, in turn, increases accountability to both counties and their constituents.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

There is no fiscal impact to this request. This shall provide additional county-specific input on financial matters before the R&E Board.

Last Previous Action

On November 19, 2019, the Ramsey County Board approved the first amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board (Resolution B2019-266).

On September 22, 2015, the Ramsey County Board approved the amended and restated Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board (Resolution B2015-296).

Attachments

1. Redlined Second Amended and Restated Joint Powers Agreement
2. Second Amended and Restated Joint Powers Agreement
3. R&E Board Resolution

**AMENDMENT #2 AND RESTATED
RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD
JOINT POWERS AGREEMENT**

Adopted September 22, 2015

Amended November 19, 2019

Amended (date), 2022

This Amended and Restated Joint Powers Agreement (the “Agreement”), amends and restates in its entirety the Joint Powers Agreement for the Resource Recovery Project dated December 2006. This Agreement is entered into by and between Ramsey County and Washington County (each a “County” or collectively, the “Counties”) pursuant to Minnesota Statutes § 471.59, and is effective upon the date of approval by both Counties.

WHEREAS, the Counties have committed to continue to protect and ensure the public health, safety, welfare and environment of each County’s residents and businesses through sound management of solid and hazardous waste generated in each County;

WHEREAS, Ramsey and Washington Counties have in place County Solid Waste Management Master Plans (“Master Plans”) consistent with the Metropolitan Solid Waste Management Policy Plan (“Policy Plan”) and approved by the Commissioner of the Minnesota Pollution Control Agency;

WHEREAS, the Master Plans have a goal of maintaining and improving an integrated system of solid waste management that supports Minnesota’s hierarchy of solid waste management, with an emphasis on waste reduction, reuse, recycling and composting before the remaining solid waste is managed through resource recovery;

WHEREAS, the Master Plans also include policies that affirm the processing of waste, for the purpose of recovering energy and recyclables, and other beneficially usable materials, as the preferred method to manage solid waste that is not reduced, reused or recycled;

WHEREAS, the Counties have agreed to jointly acquire, own, and operate the Ramsey/Washington County Resource Recovery Facility located in Newport, Minnesota (the “Facility”);

WHEREAS, the Counties recognize clear environmental, financial and policy benefits to public ownership and operation of the Facility and desire to amend and restate their Joint Powers Agreement for the purpose of owning, operating and improving the Facility; advancing recycling and other waste management goals of the Counties; and overseeing other joint waste management activities.

2022-05-26 - Proposed amendment to 2019-11-19 Amended & Restated R&EB JPA

NOW, THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59, and the county solid and hazardous waste management authority provided in Minnesota Statutes Chapters 115A, 116, 473, and other Minnesota Statutes, Ramsey and Washington Counties hereby enter into this Amended and Restated Joint Powers Agreement under the terms and conditions set forth below.

I. Introduction

A. Definitions

1. Board means the Ramsey/Washington Recycling and Energy Joint Powers Board established by this Agreement.
2. Bylaws shall mean the bylaws adopted by the Board as provided in Section IV.C.
3. County or Counties shall mean Ramsey and/or Washington County as the context may require.
4. Facility shall mean the Recycling & Energy Center ~~Ramsey/Washington Resource Recovery Facility~~ located at 100 Red Rock Road, Newport, MN.
5. Facility Budget shall mean the annual operating budget for the Facility.
6. Fiscal Agent shall mean the Fiscal Agent provided for in Section VI.C of this Agreement.
7. Hauler shall mean any person who owns, operates, or leases vehicles for the purpose of collection and transportation of any type of solid waste.
8. Hauler Rebate shall mean a payment to a hauler for delivery of solid waste by a hauler to the Facility.
9. Joint Activities shall mean joint waste management activities, including the activities listed in Section V.B.9.
10. Joint Activities Budget shall mean the annual budget to be approved by the respective County Boards for the Board to administer and carry out joint waste management activities.
11. Mixed Municipal Solid Waste shall have the meaning given in Minnesota Statutes Section 115A.02.
12. Project means the Ramsey/Washington Resource Recovery Project.
13. Solid Waste shall have the meaning given in Minnesota Statutes Section 115A.02.
14. Waste shall have the meaning given in Minnesota Statutes Section 115A.02.

- B. Name.** The entity created by this Joint Powers Agreement shall be called the Ramsey/Washington Recycling and Energy Board (the "Board").

- II. Purpose of this Agreement.** A key purpose of this Agreement is to create a structure for joint ownership and operation of the Facility by the Board and to define the rights, obligations, and responsibilities of each County with respect to the Board and Facility. In addition, the purpose of this Agreement is to accomplish the Vision Statement adopted by the Project in 2013, which calls for significant advancements in waste reduction, recycling, organics management, and recovery of resources from Waste, promoting economic development through enhanced resource recovery, and accomplishing the goals and requirements of Minnesota Statutes Section 473.803, all as amended from time to time, along with other joint waste management activities, as agreed to by the Board.
- III. Term.** This Agreement shall take effect on the date of approval by both Counties and will continue until terminated or dissolved in accordance with section IX.B.3 of this Agreement. However, in no event shall this Agreement be terminated prior to the payment in full of all bonds and other indebtedness of the Board incurred to acquire or improve the Facility. The Counties agree not to terminate or dissolve the Board if termination or dissolution would conflict with or violate the terms or conditions of any debt instruments by or on behalf of the Board.
- IV. Governing Body.** For the purpose of managing this Agreement, the joint powers board created pursuant to Minn. Stat. § 471.59, which was called the Ramsey/Washington Resource Recovery Project Board and referred to herein as the “Project,” is continued as the Ramsey/Washington Recycling and Energy Board pursuant to the terms of this amended and restated Agreement. It is the intention of the Counties that the Board has all powers necessary to fulfill the purpose of this Agreement and all the powers granted to it by law now or hereafter.

A. Joint Powers Board

1. Composition. The governing body of the Board shall consist of four commissioners from Washington County and five commissioners from Ramsey County. The commissioners will be appointed by the respective County Boards. Each County may appoint an alternate commissioner.
2. Ex Officio Members of the Board. The Board may appoint a representative from the City of Newport, Minnesota to serve as a non-voting, ex officio member of the governing body of the Board. The Bylaws may provide for appointing one or more additional ex-officio members.
3. Officers. The Board shall provide for the election of officers in the Bylaws.
4. Board Meetings and Voting. The governing body of the Board shall meet on an as needed basis and provide adequate public notice. The presence of five (5) Board members at a meeting shall constitute a quorum. Board actions shall be determined by a majority of the Board. A County-designated alternate Board member may vote in place of an absent Board

member from that County. Additional requirements or procedures for Board meetings may be provided for in the Bylaws.

- B. Board Committees. The Board shall provide for the establishment of an Executive Committee and other standing or ad hoc committees as it deems appropriate through the Bylaws.
- C. Bylaws. The Board shall adopt Bylaws by a two-thirds (2/3) majority of the Board to govern its operations. The Bylaws shall be consistent with this Agreement and all applicable laws. The Bylaws may be amended from time to time by a two-thirds (2/3) majority of the Board after notice in accordance with the Bylaws.
- D. Records. The books and records, including minutes of the Board, shall be subject to Chapter 13 of the Minnesota Statutes. The records shall be maintained at a location determined by the Board.
- E. Principal Place of Business. The initial principal place of business of the Board shall be located at ~~100 Red Rock Road, Newport, MN 55055.2785 White Bear Avenue, Suite 350, Maplewood, MN.~~

V. Scope and Authority.

- A. General Powers. The Board is hereby authorized to exercise the authority and powers as is necessary and convenient to carry out the mandates and purposes set forth in this Agreement without individual County Board approval unless otherwise specified in this Agreement. The Board has all powers granted to joint exercise of powers agencies under Minnesota law as well as all powers necessary to the exercise of the powers, duties and obligations of this Agreement.
- B. Specific Powers. The Board shall administer operation of the Facility and other joint waste management activities. Specific powers delegated to the Board include, but shall not be limited to:
 - 1. Property. Authority to acquire, improve, own, lease and hold real and personal property, as may be required to accomplish the purposes of this Agreement and, upon termination of this Agreement, make distribution of the property as provided under this Agreement.
 - 2. Facility Management. Authority to manage and oversee the operation, maintenance, and improvement of the Facility and take actions necessary to ensure efficient operation of the Facility. The Board, in its sole discretion, may determine to accept Waste at the Facility generated from outside the Counties.
 - 3. Contracts and Procurement. Authority to negotiate, enter, and enforce contracts relating to the Facility and its operations, Joint Activities, and as otherwise necessary and convenient to carry out the purposes of this

Agreement, provided however that contracts let and purchases made under this Agreement must conform to the requirements applicable to contracts and purchases of either County, as the Board determines appropriate.

4. Employees. Authority to employ agents or employees and authority to engage in labor negotiations or collective bargaining, in accordance with applicable law. Such employees shall be employees of the Board, regardless of whether the Board provides its own human resources services or contracts with one of the Counties to provide such services.
5. Grants. Authority to apply for, accept, receive, and disburse grants, loans, donations and other assistance from the federal government, state of Minnesota, or any other agency or organization.
6. Debt. Authority to incur and discharge debts, liabilities and obligations, including the authority to issue bonds pursuant to Minnesota and federal law. Any issuance of debt must be approved by a two-thirds (2/3) majority of the Board. In addition to the foregoing powers of the Board:
 - a. Each County upon approval by both County boards (by majority vote or as required by law), is hereby authorized to issue bonds or obligations on behalf of itself and the other County, under any law by which such County may independently issue bonds or obligations, and may use the proceeds of the bonds or obligations to carry out the purposes of the law under which the bonds or obligations are issued, including but not limited to loaning the proceeds thereof to the Board to finance a portion of the cost of the acquisition of the Facility; provided that such loans, bonds or obligations shall be issued only in connection with the Facility and only with the express consent of each County board as to any issue or series of bonds or obligations; and
 - b. To further secure any bonds or obligations issued by a County (the “Issuer County”) on behalf of the other County (the “Non-Issuer County”), each such Non-Issuer County shall agree with the Issuer County, subject to applicable law, to pay its proportionate share of the principal and interest on such bonds under this Agreement.
7. Power to Sue and be Sued. Authority to sue and be sued in the Board's name.
8. Annual Budgets. Authority to establish rates and fees associated with the Facility, and to hold and receive revenue, in accordance with the Board-approved budget and the joint activities budget approved by the County Boards.

9. Joint Activities. In addition to the responsibilities associated with ownership and operation of the Facility, the Board shall administer joint solid waste management activities, which shall include but not be limited to:
 - a. Administering a Hauler Rebate program as determined necessary by the Board.
 - b. Conducting waste education and outreach related to reduction, recycling, waste processing and other waste management messages.
 - c. Engaging in educational activities with schools, including Facility tours and other efforts.
 - d. Administering non-residential recycling programs, including BizRecycling and related programs.
 - e. Making plans and conducting research in furtherance of the goals of this Agreement.
 - f. Initiating or administering other joint solid waste management projects on behalf of the Counties, as determined by the Board.

VI. Board Staff, Consultants and Support

- A. Joint Leadership Team. For the purpose of facilitating this Agreement and carrying out the various functions of the Board, the Joint Leadership Team is created, which shall be comprised of one staff member from each of the following: the Washington County Department of Public Health, and Environment, Saint Paul - Ramsey County Public Health. ~~and the Ramsey County Finance Department. The Ramsey County Finance Department staff role shall be as a liaison between the Joint Leadership Team and Ramsey County on financial matters.~~ The Joint Leadership Team shall perform its duties under the general direction and supervision of the Board. The Joint Leadership Team shall have such powers and duties as further set out in this Agreement below, and the Bylaws.
- B. Ramsey/Washington Financial Advisory Work Group. ~~The Ramsey/Washington Financial Advisory Work Group is hereby designated to advise the Joint Leadership Team and consult on Ramsey/Washington Recycling & Energy financial matters. The Ramsey/Washington Financial Advisory Work Group shall be comprised of one staff member from each of the following: Ramsey County Finance Department and Washington County Accounting & Finance Department and additional representation designated by the Joint Leadership Team.~~
- C. Staff. The Board may be supported by a combination of Board staff, County staff, and consultants. As directed by the Board, the Joint Leadership Team will hire and supervise Board employees and consultants. Additional direction on staffing, project

administration and reimbursement for staffing and other services provided by the Counties may be provided for in the Bylaws.

- D. Fiscal Agent. The Ramsey County Finance Department shall act as the Fiscal Agent on behalf of the Board, performing functions determined appropriate by the Board and subject to the terms of a Fiscal Agent Agreement to be entered by and between Ramsey County and the Board.
- E. Legal Representation. The Ramsey County Attorney's Office and the Washington County Attorney's Office are hereby designated as the attorneys for the Board. Any special legal counsel shall be designated and chosen with the advice of the Ramsey and Washington County Attorney's Offices. County attorneys will be reimbursed for the services provided at the rate established from time to time by each county attorney's office.
- F. Reimbursement for Services. Staffing and other services provided by the Counties to the Board shall be reimbursed at as provided in the Board's Facility Budget and/or Joint Activities Budget.
- G. Changes to Administrative Structure. The Counties hereby recognize that changes or additions to the administrative structure created by this Agreement may be necessary during the term of the Agreement.

VII. Obligations and Rights of the Counties

- A. Ordinances. Each County agrees to use its best efforts to enforce its respective solid and hazardous waste ordinances.
- B. Waste Haulers. Each County shall properly license waste haulers as required by their respective solid waste ordinances.
- C. Waste Management Service Charges. Each County shall maintain and implement its ordinance requirements that impose on all waste generators a waste management service charge, currently called the County Environmental Charge.
- D. Waste Supply.
 - 1. Delivery Agreements. The Board is authorized to enter into waste delivery agreements for the Facility and may seek to use such agreements to secure waste deliveries.
 - 2. Waste Designation. The Counties agree to coordinate with each other and the Board to amend county Solid Waste Master Plans as necessary to accomplish the goals of this Agreement and prepare a joint Waste Designation Plan pursuant to Minnesota Statutes §§ 115A.80 to 115A.893. Each County agrees to adopt, implement, maintain and enforce waste designation ordinances. From time to time, each County may seek

to amend its waste designation ordinances to respond to changing conditions, capture opportunities to manage waste higher on the State of Minnesota's hierarchy of waste management (as established by Minnesota Statutes § 115A.02), and/or seek to designate additional waste that is allowable but was not initially designated. Such amendments will be coordinated by the Counties.

E. Joint Activities. The Board is authorized to administer the joint solid waste activities set forth in Section V.B.9 and approve an annual joint activities budget that includes funding for such activities during the term of this Agreement.

F. Budgets

1. Facility Budget. A Facility Budget shall be established for the operation and administration of the Facility by the Board. Other than initial contributions from the Counties set forth in Article VIII, it is anticipated that funds for the Facility operations and maintenance will be derived from revenue collected in the normal course of operation of the Facility, including collection of tipping fees. The Board shall establish procedures and policies for managing the Facility Budget in the Bylaws. Costs that shall be included in the Facility Budget include, but are not limited to, operating funds, any operating reserve fund, capital improvements and repairs, administrative costs, and debt service payments.
2. Joint Activities Budget. Project funds existing at the time of the execution of this Agreement, shall be retained by the Board and accounted for in a Joint Activities Budget. The Joint Activities Budget will be drawn upon for Board activities, including the Joint Activities set forth in Section V.B.9. The Counties' fiscal responsibility will be in proportion to the following percentages: 73% from Ramsey County and 27% from Washington County. It is the intention of the Counties to continue their respective County Environmental Charges for purposes of making their respective contributions to the Joint Activities Budget.
3. Accounting and Audits. All Board funds shall be accounted for according to generally accepted accounting principles and any other applicable laws. The Board shall further develop accounting and auditing procedures and requirements in the Bylaws.

VIII. Facility Acquisition. As of the effective date of this Agreement, the Counties are in the process of purchasing the Facility. The Counties agree to undertake certain actions and authorize the Board to take certain actions to facilitate acquisition of the Facility, and transitioning the Facility to public ownership and operation, including, but not limited to, the following:

- A. Facility Purchase. The Board is authorized to take necessary actions to close on purchasing the Facility. The Counties agree to cooperate, execute documents, and perform other acts as reasonably necessary to complete the acquisition.
- B. Facility Financing. To finance acquisition of the Facility by the Board, the Counties agree to the following financing plan:
 - 1. Each County will make a loan to the Board sufficient to cover its share of the Facility acquisition as determined by the final Asset Purchase Agreement. Ramsey County will contribute 73% (“Ramsey Facility Loan”) and Washington County will contribute 27% (“Washington Facility Loan”) of the funds necessary to complete the purchase of the Facility in sufficient time to effect the transaction.
 - 2. The Board is hereby authorized to use the proceeds of the Ramsey Facility Loan and the Washington Facility Loan to acquire the Facility.
 - 3. Each County shall decide the manner by that it will fund its respective Facility Loan, which may include, but not be limited to, the use of existing cash reserves, the issuance of bonds and use of the bond sale proceeds, or a combination thereof. For the avoidance of doubt, a combination may include a cash payment that is replaced with the proceeds from a bond sale taking place after the acquisition of the Facility.
 - 4. The Board shall be obligated to repay the County Facility Loans on terms and conditions that match, or are otherwise consistent with, any terms and conditions of any bonding Ramsey County may elect to use to fund its Facility Loan. Repayment by the Board will be made on a pro-rata basis to each County based on its respective Facility Loan percentages described above. Payments will be made from and included in the Facility Budget.
- C. Capital Contributions. The Counties agree to make contributions to the Board for initial Facility capital expenditures in an amount to be determined by the Board. The total capital contribution will be 73% by Ramsey County and 27% by Washington County for this purpose. The Counties agree to make their respective capital contributions within thirty (30) days of receiving notice from the Board of its determination of the amount of the capital contribution.
- D. Operating Reserve Fund. As part of the Facility Budget, the Board shall create an operating reserve fund to at least maintain essential Facility operations, second to make any required debt or obligations payments to third parties, and third to make any debt or obligations payments required to Ramsey or Washington Counties. The Bylaws shall outline the scope and size of the operating reserve fund. Upon recommendation by the Board to the Counties, each County agrees to commit or hold sufficient funding for the operating reserve fund. The Counties’ respective contributions to establish the operating reserve fund shall be 73% from Ramsey County and 27% from Washington County. The Bylaws shall also

provide a process to release the Counties from the obligation to hold funding for the operating reserve fund, and to pay back any operating reserve funds transferred to the Board, as an enterprise reserve fund is created and funded.

- E. Enterprise Reserve Fund. As part of the Facility Budget, the Board shall create an Enterprise Reserve Fund that will replace the Operating Reserve Fund over a time period specified in the Bylaws. The purpose of the Enterprise Reserve Fund is, first, to at least maintain essential Facility operations; second, to make any required debt or obligations payments to third parties; and, third, to make any debt or obligations payments required to Ramsey or Washington Counties. The Bylaws shall outline the scope and size of the Enterprise Reserve Fund.

IX. Other Provisions

A. Liability and Insurance

1. Separate Public Entity. The Board shall be considered a separate and distinct public entity to which the Counties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
2. Insurance. The Board shall obtain and maintain such insurance as will protect the Board against risk of loss or damage to the Facility and against claims that may arise or result from the maintenance and use of the Facility, and which will support indemnification of the Counties as provided in this Agreement and as determined by the Board. Such insurance may include as applicable workers' compensation insurance, general liability insurance, environmental liability insurance, automobile insurance for vehicles and general liability insurance for bodily injury, personal injury and property damage to the Board and County officials, employees and agents in the performance of duties arising from the Agreement, errors and omissions insurance, and such other insurance as the Board deems appropriate.
3. Indemnification and Liability of Board.
 - a. The Board will indemnify, defend and hold harmless the Counties, their agents, commissioners and employees from all claims, damages, losses, demands, actions or causes of action, lawsuits, liabilities, costs and expenses, including reasonable attorney's fees and expenses, whatsoever arising out of any act or omission on the part of the Board or its contractors, subcontractors, partners, agents, or employees in relation to operation and management of the Facility.

- b. Any claims settled or judgments rendered against the Board subsequent to termination of this Agreement, and not otherwise covered by insurance, shall be apportioned between the Counties according to the percentages outlined in Section VII.F.2 of this Agreement, including but not limited to worker's compensation claims, unemployment insurance claims, tort claims, contract claims or civil rights actions.

B. Counties' Relationship

1. Other Agreements. Upon the Effective Date, this Agreement shall supersede all former joint powers agreements related to the Project between the Counties and all prior joint powers agreements shall be terminated.
2. Amendment. This Agreement may be amended upon agreement in writing of the two County Boards.
3. Termination. This Agreement may be terminated by mutual agreement of both Counties. Upon termination of this Agreement:
 - a. any remaining financial obligations shall continue until discharged by law, this Agreement, or any other agreement;
 - b. the Board shall immediately commence winding up its affairs;
 - c. the Board shall arrange to sell, transfer, or otherwise dispose of the Facility and related assets held by the Board for fair market value;
 - d. any proceeds from the sale of the Facility and related assets shall be distributed in the following order:
 - (1) first to repay any outstanding debt due by the Board to third parties;
 - (2) second as pro-rata payments to each County until each county's Facility Loan is repaid in full; and
 - (3) third to each County in the proportions set forth in VII.F.2.
 - e. all remaining property of the Board shall be returned to the County providing the property or distributed to the Counties in the proportions set forth in VII.F.2. of this Agreement; and
 - f. following disposal of the Facility, any remaining liabilities shall be distributed in the proportions set forth in set forth in VII.F.2. of this Agreement.

C. Dispute Resolution. In the event of a dispute arising under this Agreement, the Counties agree to attempt to resolve their dispute by following the process described below:

1. A County shall provide written notice to the other County describing the perceived conflict, positions, and underlying reasons.

2. The other County shall provide written response to the notice within seven (7) days of receipt of the notice.
 3. The Counties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Collaboration and Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
 4. At the first meeting, the neutral facilitator will assist the Counties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Counties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
 5. In developing the process, the Counties will be guided by the following principles:
 - a. The parties will attempt in good faith to reach a negotiated settlement.
 - b. The parties agree that there must be fair representation of the parties directly involved in the dispute.
 - c. The parties will use legal proceedings as a last resort.
 - d. In the event the parties are unable to resolve the dispute, each party retains all rights, remedies or defenses it had prior to entering the process.
- D. Notices. All notices or other communication required or permitted herein shall be in writing and shall be delivered personally or sent by express, registered or certified mail, return receipt requested. Notices delivered personally or by express mail shall be considered given when received. Notices sent by registered or certified mail shall be considered given two (2) business days after deposit in the United States mail, postage prepaid, addressed to the person to receive such notice. Notices shall be addressed to:

Ramsey County:

Ramsey County Board Chair
220 Court House
15 West Kellogg Blvd.
St. Paul, MN 55102

with a copy to the Ramsey County
Attorney

Washington County:

Washington County Board Chair

with a copy to the Washington County

Washington County Government
Center
14949 62nd Street North
Stillwater, MN 55082

Attorney

Board:

Ramsey/Washington Recycling and
Energy Board Chair
White Bear Avenue, Suite 350,
Maplewood, MN 55109

with a copy to the Ramsey County
Attorney and the Washington County
Attorney

- E. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- F. Counterparts. This Agreement may be executed in counterparts, each of which shall have the effect of and be considered as an original of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the dates below.

**APPROVED:
RAMSEY COUNTY**

BY: _____

Chair, County Board

DATE: _____

BY: _____

Chief Clerk, County Board

Date: _____

Resolution No. _____

**APPROVED AS TO FORM:
RAMSEY COUNTY**

BY: _____

Assistant County Attorney

DATE: _____

**APPROVED:
WASHINGTON COUNTY**

BY: _____

Chair, County Board

DATE: _____

BY: _____

County Administrator

Date: _____

**APPROVED AS TO FORM:
WASHINGTON COUNTY**

BY: _____

Assistant County Attorney

DATE: _____

December 2006. Joint Powers Agreement (JPA) for Resource Recovery Project adopted.

September 22, 2015. Amended and Restated Ramsey/Washington Recycling and Energy Board JPA adopted.

November 19, 2019. Amendment #1 to JPA approved by Washington County Board of Commissioners and by Ramsey County Board of Commissioners (Resolution B2019-266). Amendment changed Section VIII, part D – Release obligation to hold Operating Reserve Fund and added Section VIII, part E – Create Enterprise Reserve Fund.

**AMENDMENT #2 AND RESTATED
RAMSEY/WASHINGTON RECYCLING AND ENERGY BOARD
JOINT POWERS AGREEMENT**

Adopted September 22, 2015

Amended November 19, 2019

Amended August 02, 2022

This Amended and Restated Joint Powers Agreement (the “Agreement”), amends and restates in its entirety the Joint Powers Agreement for the Resource Recovery Project dated December 2006. This Agreement is entered into by and between Ramsey County and Washington County (each a “County” or collectively, the “Counties”) pursuant to Minnesota Statutes § 471.59, and is effective upon the date of approval by both Counties.

WHEREAS, the Counties have committed to continue to protect and ensure the public health, safety, welfare and environment of each County’s residents and businesses through sound management of solid and hazardous waste generated in each County;

WHEREAS, Ramsey and Washington Counties have in place County Solid Waste Management Master Plans (“Master Plans”) consistent with the Metropolitan Solid Waste Management Policy Plan (“Policy Plan”) and approved by the Commissioner of the Minnesota Pollution Control Agency;

WHEREAS, the Master Plans have a goal of maintaining and improving an integrated system of solid waste management that supports Minnesota’s hierarchy of solid waste management, with an emphasis on waste reduction, reuse, recycling and composting before the remaining solid waste is managed through resource recovery;

WHEREAS, the Master Plans also include policies that affirm the processing of waste, for the purpose of recovering energy and recyclables, and other beneficially usable materials, as the preferred method to manage solid waste that is not reduced, reused or recycled;

WHEREAS, the Counties have agreed to jointly acquire, own, and operate the Ramsey/Washington County Resource Recovery Facility located in Newport, Minnesota (the “Facility”);

WHEREAS, the Counties recognize clear environmental, financial and policy benefits to public ownership and operation of the Facility and desire to amend and restate their Joint Powers Agreement for the purpose of owning, operating and improving the Facility; advancing recycling and other waste management goals of the Counties; and overseeing other joint waste management activities.

NOW, THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59, and the county solid and hazardous waste management authority provided in Minnesota Statutes Chapters 115A, 116, 473, and other Minnesota Statutes, Ramsey and Washington Counties hereby enter into this Amended and Restated Joint Powers Agreement under the terms and conditions set forth below.

Introduction

A. Definitions

1. Board means the Ramsey/Washington Recycling and Energy Joint Powers Board established by this Agreement.
2. Bylaws shall mean the bylaws adopted by the Board as provided in Section IV.C.
3. County or Counties shall mean Ramsey and/or Washington County as the context may require.
4. Facility shall mean the Recycling & Energy Center located at 100 Red Rock Road, Newport, MN.
5. Facility Budget shall mean the annual operating budget for the Facility.
6. Fiscal Agent shall mean the Fiscal Agent provided for in Section VI.C of this Agreement.
7. Hauler shall mean any person who owns, operates, or leases vehicles for the purpose of collection and transportation of any type of solid waste.
8. Hauler Rebate shall mean a payment to a hauler for delivery of solid waste by a hauler to the Facility.
9. Joint Activities shall mean joint waste management activities, including the activities listed in Section V.B.9.
10. Joint Activities Budget shall mean the annual budget to be approved by the respective County Boards for the Board to administer and carry out joint waste management activities.
11. Mixed Municipal Solid Waste shall have the meaning given in Minnesota Statutes Section 115A.02.
12. Project means the Ramsey/Washington Resource Recovery Project.
13. Solid Waste shall have the meaning given in Minnesota Statutes Section 115A.02.
14. Waste shall have the meaning given in Minnesota Statutes Section 115A.02.

- B. Name. The entity created by this Joint Powers Agreement shall be called the Ramsey/Washington Recycling and Energy Board (the "Board").

- II. Purpose of this Agreement.** A key purpose of this Agreement is to create a structure for joint ownership and operation of the Facility by the Board and to define the rights, obligations, and responsibilities of each County with respect to the Board and Facility. In addition, the purpose of this Agreement is to accomplish the Vision Statement adopted by the Project in 2013, which calls for significant advancements in waste reduction, recycling, organics management, and recovery of resources from Waste, promoting economic development through enhanced resource recovery, and accomplishing the goals and requirements of Minnesota Statutes Section 473.803, all as amended from time to time, along with other joint waste management activities, as agreed to by the Board.
- III. Term.** This Agreement shall take effect on the date of approval by both Counties and will continue until terminated or dissolved in accordance with section IX.B.3 of this Agreement. However, in no event shall this Agreement be terminated prior to the payment in full of all bonds and other indebtedness of the Board incurred to acquire or improve the Facility. The Counties agree not to terminate or dissolve the Board if termination or dissolution would conflict with or violate the terms or conditions of any debt instruments by or on behalf of the Board.
- IV. Governing Body.** For the purpose of managing this Agreement, the joint powers board created pursuant to Minn. Stat. § 471.59, which was called the Ramsey/Washington Resource Recovery Project Board and referred to herein as the “Project,” is continued as the Ramsey/Washington Recycling and Energy Board pursuant to the terms of this amended and restated Agreement. It is the intention of the Counties that the Board has all powers necessary to fulfill the purpose of this Agreement and all the powers granted to it by law now or hereafter.

A. Joint Powers Board

1. Composition. The governing body of the Board shall consist of four commissioners from Washington County and five commissioners from Ramsey County. The commissioners will be appointed by the respective County Boards. Each County may appoint an alternate commissioner.
2. Ex Officio Members of the Board. The Board may appoint a representative from the City of Newport, Minnesota to serve as a non-voting, ex officio member of the governing body of the Board. The Bylaws may provide for appointing one or more additional ex-officio members.
3. Officers. The Board shall provide for the election of officers in the Bylaws.
4. Board Meetings and Voting. The governing body of the Board shall meet on an as needed basis and provide adequate public notice. The presence of five (5) Board members at a meeting shall constitute a quorum. Board actions shall be determined by a majority of the Board. A County-designated alternate Board member may vote in place of an absent Board

member from that County. Additional requirements or procedures for Board meetings may be provided for in the Bylaws.

- B. Board Committees. The Board shall provide for the establishment of an Executive Committee and other standing or ad hoc committees as it deems appropriate through the Bylaws.
- C. Bylaws. The Board shall adopt Bylaws by a two-thirds (2/3) majority of the Board to govern its operations. The Bylaws shall be consistent with this Agreement and all applicable laws. The Bylaws may be amended from time to time by a two-thirds (2/3) majority of the Board after notice in accordance with the Bylaws.
- D. Records. The books and records, including minutes of the Board, shall be subject to Chapter 13 of the Minnesota Statutes. The records shall be maintained at a location determined by the Board.
- E. Principal Place of Business. The initial principal place of business of the Board shall be located at 100 Red Rock Road, Newport, MN 55055.

V. Scope and Authority.

- A. General Powers. The Board is hereby authorized to exercise the authority and powers as is necessary and convenient to carry out the mandates and purposes set forth in this Agreement without individual County Board approval unless otherwise specified in this Agreement. The Board has all powers granted to joint exercise of powers agencies under Minnesota law as well as all powers necessary to the exercise of the powers, duties and obligations of this Agreement.
- B. Specific Powers. The Board shall administer operation of the Facility and other joint waste management activities. Specific powers delegated to the Board include, but shall not be limited to:
 - 1. Property. Authority to acquire, improve, own, lease and hold real and personal property, as may be required to accomplish the purposes of this Agreement and, upon termination of this Agreement, make distribution of the property as provided under this Agreement.
 - 2. Facility Management. Authority to manage and oversee the operation, maintenance, and improvement of the Facility and take actions necessary to ensure efficient operation of the Facility. The Board, in its sole discretion, may determine to accept Waste at the Facility generated from outside the Counties.
 - 3. Contracts and Procurement. Authority to negotiate, enter, and enforce contracts relating to the Facility and its operations, Joint Activities, and as otherwise necessary and convenient to carry out the purposes of this

Agreement, provided however that contracts let and purchases made under this Agreement must conform to the requirements applicable to contracts and purchases of either County, as the Board determines appropriate.

4. Employees. Authority to employ agents or employees and authority to engage in labor negotiations or collective bargaining, in accordance with applicable law. Such employees shall be employees of the Board, regardless of whether the Board provides its own human resources services or contracts with one of the Counties to provide such services.
5. Grants. Authority to apply for, accept, receive, and disburse grants, loans, donations and other assistance from the federal government, state of Minnesota, or any other agency or organization.
6. Debt. Authority to incur and discharge debts, liabilities and obligations, including the authority to issue bonds pursuant to Minnesota and federal law. Any issuance of debt must be approved by a two-thirds (2/3) majority of the Board. In addition to the foregoing powers of the Board:
 - a. Each County upon approval by both County boards (by majority vote or as required by law), is hereby authorized to issue bonds or obligations on behalf of itself and the other County, under any law by which such County may independently issue bonds or obligations, and may use the proceeds of the bonds or obligations to carry out the purposes of the law under which the bonds or obligations are issued, including but not limited to loaning the proceeds thereof to the Board to finance a portion of the cost of the acquisition of the Facility; provided that such loans, bonds or obligations shall be issued only in connection with the Facility and only with the express consent of each County board as to any issue or series of bonds or obligations; and
 - b. To further secure any bonds or obligations issued by a County (the "Issuer County") on behalf of the other County (the "Non-Issuer County"), each such Non-Issuer County shall agree with the Issuer County, subject to applicable law, to pay its proportionate share of the principal and interest on such bonds under this Agreement.
7. Power to Sue and be Sued. Authority to sue and be sued in the Board's name.
8. Annual Budgets. Authority to establish rates and fees associated with the Facility, and to hold and receive revenue, in accordance with the Board-approved budget and the joint activities budget approved by the County Boards.

9. Joint Activities. In addition to the responsibilities associated with ownership and operation of the Facility, the Board shall administer joint solid waste management activities, which shall include but not be limited to:
 - a. Administering a Hauler Rebate program as determined necessary by the Board.
 - b. Conducting waste education and outreach related to reduction, recycling, waste processing and other waste management messages.
 - c. Engaging in educational activities with schools, including Facility tours and other efforts.
 - d. Administering non-residential recycling programs, including BizRecycling and related programs.
 - e. Making plans and conducting research in furtherance of the goals of this Agreement.
 - f. Initiating or administering other joint solid waste management projects on behalf of the Counties, as determined by the Board.

VI. Board Staff, Consultants and Support

- A. Joint Leadership Team. For the purpose of facilitating this Agreement and carrying out the various functions of the Board, the Joint Leadership Team is created, which shall be comprised of one staff member from each of the following: the Washington County Department of Public Health, and Environment, Saint Paul - Ramsey County Public Health. The Joint Leadership Team shall perform its duties under the general direction and supervision of the Board. The Joint Leadership Team shall have such powers and duties as further set out in this Agreement below, and the Bylaws.
- B. Ramsey/Washington Financial Advisory Work Group. The Ramsey/Washington Financial Advisory Work Group is hereby designated to advise the Joint Leadership Team and consult on Ramsey/Washington Recycling & Energy financial matters. The Ramsey/Washington Financial Advisory Work Group shall be comprised of one staff member from each of the following: Ramsey County Finance Department and Washington County Accounting & Finance Department and additional representation designated by the Joint Leadership Team.
- C. Staff. The Board may be supported by a combination of Board staff, County staff, and consultants. As directed by the Board, the Joint Leadership Team will hire and supervise Board employees and consultants. Additional direction on staffing, project

administration and reimbursement for staffing and other services provided by the Counties may be provided for in the Bylaws.

- D. Fiscal Agent. The Ramsey County Finance Department shall act as the Fiscal Agent on behalf of the Board, performing functions determined appropriate by the Board and subject to the terms of a Fiscal Agent Agreement to be entered by and between Ramsey County and the Board.
- E. Legal Representation. The Ramsey County Attorney's Office and the Washington County Attorney's Office are hereby designated as the attorneys for the Board. Any special legal counsel shall be designated and chosen with the advice of the Ramsey and Washington County Attorney's Offices. County attorneys will be reimbursed for the services provided at the rate established from time to time by each county attorney's office.
- F. Reimbursement for Services. Staffing and other services provided by the Counties to the Board shall be reimbursed at as provided in the Board's Facility Budget and/or Joint Activities Budget.
- G. Changes to Administrative Structure. The Counties hereby recognize that changes or additions to the administrative structure created by this Agreement may be necessary during the term of the Agreement.

VII. Obligations and Rights of the Counties

- A. Ordinances. Each County agrees to use its best efforts to enforce its respective solid and hazardous waste ordinances.
- B. Waste Haulers. Each County shall properly license waste haulers as required by their respective solid waste ordinances.
- C. Waste Management Service Charges. Each County shall maintain and implement its ordinance requirements that impose on all waste generators a waste management service charge, currently called the County Environmental Charge.
- D. Waste Supply.
 - 1. Delivery Agreements. The Board is authorized to enter into waste delivery agreements for the Facility and may seek to use such agreements to secure waste deliveries.
 - 2. Waste Designation. The Counties agree to coordinate with each other and the Board to amend county Solid Waste Master Plans as necessary to accomplish the goals of this Agreement and prepare a joint Waste Designation Plan pursuant to Minnesota Statutes §§ 115A.80 to 115A.893. Each County agrees to adopt, implement, maintain and enforce waste designation ordinances. From time to time, each County may seek

to amend its waste designation ordinances to respond to changing conditions, capture opportunities to manage waste higher on the State of Minnesota's hierarchy of waste management (as established by Minnesota Statutes § 115A.02), and/or seek to designate additional waste that is allowable but was not initially designated. Such amendments will be coordinated by the Counties.

E. Joint Activities. The Board is authorized to administer the joint solid waste activities set forth in Section V.B.9 and approve an annual joint activities budget that includes funding for such activities during the term of this Agreement.

F. Budgets

1. Facility Budget. A Facility Budget shall be established for the operation and administration of the Facility by the Board. Other than initial contributions from the Counties set forth in Article VIII, it is anticipated that funds for the Facility operations and maintenance will be derived from revenue collected in the normal course of operation of the Facility, including collection of tipping fees. The Board shall establish procedures and policies for managing the Facility Budget in the Bylaws. Costs that shall be included in the Facility Budget include, but are not limited to, operating funds, any operating reserve fund, capital improvements and repairs, administrative costs, and debt service payments.
2. Joint Activities Budget. Project funds existing at the time of the execution of this Agreement, shall be retained by the Board and accounted for in a Joint Activities Budget. The Joint Activities Budget will be drawn upon for Board activities, including the Joint Activities set forth in Section V.B.9. The Counties' fiscal responsibility will be in proportion to the following percentages: 73% from Ramsey County and 27% from Washington County. It is the intention of the Counties to continue their respective County Environmental Charges for purposes of making their respective contributions to the Joint Activities Budget.
3. Accounting and Audits. All Board funds shall be accounted for according to generally accepted accounting principles and any other applicable laws. The Board shall further develop accounting and auditing procedures and requirements in the Bylaws.

VIII. Facility Acquisition. As of the effective date of this Agreement, the Counties are in the process of purchasing the Facility. The Counties agree to undertake certain actions and authorize the Board to take certain actions to facilitate acquisition of the Facility, and transitioning the Facility to public ownership and operation, including, but not limited to, the following:

- A. Facility Purchase. The Board is authorized to take necessary actions to close on purchasing the Facility. The Counties agree to cooperate, execute documents, and perform other acts as reasonably necessary to complete the acquisition.
- B. Facility Financing. To finance acquisition of the Facility by the Board, the Counties agree to the following financing plan:
1. Each County will make a loan to the Board sufficient to cover its share of the Facility acquisition as determined by the final Asset Purchase Agreement. Ramsey County will contribute 73% (“Ramsey Facility Loan”) and Washington County will contribute 27% (“Washington Facility Loan”) of the funds necessary to complete the purchase of the Facility in sufficient time to effect the transaction.
 2. The Board is hereby authorized to use the proceeds of the Ramsey Facility Loan and the Washington Facility Loan to acquire the Facility.
 3. Each County shall decide the manner by that it will fund its respective Facility Loan, which may include, but not be limited to, the use of existing cash reserves, the issuance of bonds and use of the bond sale proceeds, or a combination thereof. For the avoidance of doubt, a combination may include a cash payment that is replaced with the proceeds from a bond sale taking place after the acquisition of the Facility.
 4. The Board shall be obligated to repay the County Facility Loans on terms and conditions that match, or are otherwise consistent with, any terms and conditions of any bonding Ramsey County may elect to use to fund its Facility Loan. Repayment by the Board will be made on a pro-rata basis to each County based on its respective Facility Loan percentages described above. Payments will be made from and included in the Facility Budget.
- C. Capital Contributions. The Counties agree to make contributions to the Board for initial Facility capital expenditures in an amount to be determined by the Board. The total capital contribution will be 73% by Ramsey County and 27% by Washington County for this purpose. The Counties agree to make their respective capital contributions within thirty (30) days of receiving notice from the Board of its determination of the amount of the capital contribution.
- D. Operating Reserve Fund. As part of the Facility Budget, the Board shall create an operating reserve fund to at least maintain essential Facility operations, second to make any required debt or obligations payments to third parties, and third to make any debt or obligations payments required to Ramsey or Washington Counties. The Bylaws shall outline the scope and size of the operating reserve fund. Upon recommendation by the Board to the Counties, each County agrees to commit or hold sufficient funding for the operating reserve fund. The Counties’ respective contributions to establish the operating reserve fund shall be 73% from Ramsey County and 27% from Washington County. The Bylaws shall also

provide a process to release the Counties from the obligation to hold funding for the operating reserve fund, and to pay back any operating reserve funds transferred to the Board, as an enterprise reserve fund is created and funded.

- E. Enterprise Reserve Fund. As part of the Facility Budget, the Board shall create an Enterprise Reserve Fund that will replace the Operating Reserve Fund over a time period specified in the Bylaws. The purpose of the Enterprise Reserve Fund is, first, to at least maintain essential Facility operations; second, to make any required debt or obligations payments to third parties; and, third, to make any debt or obligations payments required to Ramsey or Washington Counties. The Bylaws shall outline the scope and size of the Enterprise Reserve Fund.

IX. Other Provisions

A. Liability and Insurance

1. Separate Public Entity. The Board shall be considered a separate and distinct public entity to which the Counties have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466.
2. Insurance. The Board shall obtain and maintain such insurance as will protect the Board against risk of loss or damage to the Facility and against claims that may arise or result from the maintenance and use of the Facility, and which will support indemnification of the Counties as provided in this Agreement and as determined by the Board. Such insurance may include as applicable workers' compensation insurance, general liability insurance, environmental liability insurance, automobile insurance for vehicles and general liability insurance for bodily injury, personal injury and property damage to the Board and County officials, employees and agents in the performance of duties arising from the Agreement, errors and omissions insurance, and such other insurance as the Board deems appropriate.
3. Indemnification and Liability of Board.
 - a. The Board will indemnify, defend and hold harmless the Counties, their agents, commissioners and employees from all claims, damages, losses, demands, actions or causes of action, lawsuits, liabilities, costs and expenses, including reasonable attorney's fees and expenses, whatsoever arising out of any act or omission on the part of the Board or its contractors, subcontractors, partners, agents, or employees in relation to operation and management of the Facility.

- b. Any claims settled or judgments rendered against the Board subsequent to termination of this Agreement, and not otherwise covered by insurance, shall be apportioned between the Counties according to the percentages outlined in Section VII.F.2 of this Agreement, including but not limited to worker's compensation claims, unemployment insurance claims, tort claims, contract claims or civil rights actions.

B. Counties' Relationship

1. Other Agreements. Upon the Effective Date, this Agreement shall supersede all former joint powers agreements related to the Project between the Counties and all prior joint powers agreements shall be terminated.
2. Amendment. This Agreement may be amended upon agreement in writing of the two County Boards.
3. Termination. This Agreement may be terminated by mutual agreement of both Counties. Upon termination of this Agreement:
 - a. any remaining financial obligations shall continue until discharged by law, this Agreement, or any other agreement;
 - b. the Board shall immediately commence winding up its affairs;
 - c. the Board shall arrange to sell, transfer, or otherwise dispose of the Facility and related assets held by the Board for fair market value;
 - d. any proceeds from the sale of the Facility and related assets shall be distributed in the following order:
 - (1) first to repay any outstanding debt due by the Board to third parties;
 - (2) second as pro-rata payments to each County until each county's Facility Loan is repaid in full; and
 - (3) third to each County in the proportions set forth in VII.F.2.
 - e. all remaining property of the Board shall be returned to the County providing the property or distributed to the Counties in the proportions set forth in VII.F.2. of this Agreement; and
 - f. following disposal of the Facility, any remaining liabilities shall be distributed in the proportions set forth in set forth in VII.F.2. of this Agreement.

C. Dispute Resolution. In the event of a dispute arising under this Agreement, the Counties agree to attempt to resolve their dispute by following the process described below:

1. A County shall provide written notice to the other County describing the perceived conflict, positions, and underlying reasons.

2. The other County shall provide written response to the notice within seven (7) days of receipt of the notice.
 3. The Counties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Collaboration and Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
 4. At the first meeting, the neutral facilitator will assist the Counties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The Counties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
 5. In developing the process, the Counties will be guided by the following principles:
 - a. The parties will attempt in good faith to reach a negotiated settlement.
 - b. The parties agree that there must be fair representation of the parties directly involved in the dispute.
 - c. The parties will use legal proceedings as a last resort.
 - d. In the event the parties are unable to resolve the dispute, each party retains all rights, remedies or defenses it had prior to entering the process.
- D. Notices. All notices or other communication required or permitted herein shall be in writing and shall be delivered personally or sent by express, registered or certified mail, return receipt requested. Notices delivered personally or by express mail shall be considered given when received. Notices sent by registered or certified mail shall be considered given two (2) business days after deposit in the United States mail, postage prepaid, addressed to the person to receive such notice. Notices shall be addressed to:

Ramsey County:

Ramsey County Board Chair
 220 Court House
 15 West Kellogg Blvd.
 St. Paul, MN 55102

with a copy to the Ramsey County
 Attorney

Washington County:

Washington County Board Chair

with a copy to the Washington County

Washington County Government
Center
14949 62nd Street North
Stillwater, MN 55082

Attorney

Board:

Ramsey/Washington Recycling and
Energy Board Chair
White Bear Avenue, Suite 350,
Maplewood, MN 55109

with a copy to the Ramsey County
Attorney and the Washington County
Attorney

- E. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.
- F. Counterparts. This Agreement may be executed in counterparts, each of which shall have the effect of and be considered as an original of this Agreement.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the dates below.

Ramsey County

Chair
Ramsey County Board Commissioners
Date

Chief Clerk
Ramsey County Board of Commissioners
Date



Public Health Director
Date 7/21/2022

Approved to form:



Assistant County Attorney
Date 7/21/2022

December 2006. Joint Powers Agreement (JPA) for Resource Recovery Project adopted.

September 22, 2015. Amended and Restated Ramsey/Washington Recycling and Energy Board JPA adopted.

November 19, 2019. Amendment #1 to JPA approved by Washington County Board of Commissioners and by Ramsey County Board of Commissioners (Resolution B2019-266). Amendment changed Section VIII, part D – Release obligation to hold Operating Reserve Fund and added Section VIII, part E – Create Enterprise Reserve Fund.

August 02, 2022. Amendment #2 to JPA approved by Washington County Board of Commissioners and by Ramsey County Board of Commissioners.



Resolution R&EB-2022-11

WHEREAS, Ramsey and Washington Counties (the “Counties”) have committed to continue to protect and ensure the public health, safety, welfare and environment of each County’s residents and businesses through sound management of solid and hazardous waste generated in each County; and

WHEREAS, it is the stated policy of the State of Minnesota, under the Waste Management Act, to manage solid waste in an environmentally sound manner; and

WHEREAS, Ramsey and Washington Counties have in place County Solid Waste Management Master Plans (“Master Plans”) approved by the Commissioner of the Minnesota Pollution Control Agency (“MPCA”); and

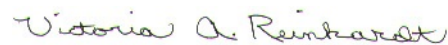
WHEREAS, the Counties have entered into the Amended and Restated Ramsey/Washington Recycling & Energy (“R&E”) Joint Powers Agreement (“JPA”), dated November 2019; and

WHEREAS, the Recycling & Energy Board (“R&E Board”) no longer has offices at the Maplewood Environmental Health office; and

WHEREAS, the JPA must be amended to change the legal business address for R&E; and

WHEREAS, the Ramsey/Washington Financial Advisory Work Group will allow for direct involvement in R&E financial matters from both Ramsey and Washington counties.

NOW, THEREFORE, BE IT RESOLVED, The R&E Board hereby recommends that the Ramsey and Washington County Boards of Commissioners approve and authorize execution of the Second Amended and Restated Ramsey/Washington Recycling & Energy Board (R&E Board) Joint Powers Agreement (JPA).



Victoria Reinhardt, Board Chair
May 26, 2022



Attest
May 26, 2022

Board of Commissioners

Request for Board Action

Item Number: 2022-403

Meeting Date: 8/2/2022

Sponsor: Housing Stability

Title

Grant Award from the Minnesota Department of Human Services for Housing Support Infrastructure

Recommendation

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services Housing and Support Services Division, Community Living Infrastructure Program in the amount of \$429,126 for capacity building and administration of the Housing Support Program.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Human Services for Housing Support Program infrastructure for the period of August 2, 2022 through March 31, 2024, in the amount of \$429,126.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

In 2017, the Minnesota Legislature passed a comprehensive housing package, adding language to the Minnesota Housing Support Act (Chapter 256I), to increase Housing Support Program infrastructure for counties and tribes to support people with disabling conditions to live in the community. The Housing Support Program (formerly known as Group Residential Housing) pays for room and board to approved vendors on behalf of seniors and adults with disabilities who have low income. The Housing Support Program aims to reduce and prevent people from living in institutions or becoming homeless. Counties are responsible for approving vendors, creating program models and priorities based on local need and develop a monitoring program to review vendor performance.

In 2018, Ramsey County was awarded funding under the Minnesota Department of Human Services (DHS) Housing Support grant, Community Living Infrastructure to:

- Increase housing support programming capacity.
- Provide technical assistance to new and culturally specific providers.
- Build infrastructure to develop a monitoring program.
- Improve the county response time to individuals who are struggling to navigate pathways to housing.

By 2019, the county hired two staff for the Community Living Infrastructure Program: a Housing Resource Specialist and a Planning Specialist. Staff developed new housing support projects and settings by prioritizing culturally specific/minority owned providers.

In 2021, the Community Living Infrastructure grant played a vital role in the county's homeless COVID response efforts. The Housing Stability department facilitated the development of wrap-around services and housing support for individuals in the COVID emergency hotel shelter programs. Due to this work, DHS awarded Ramsey County funding for current positions, a Planning Specialist and a Housing Resource Specialist and approved a new Housing Resource Specialist position.

For this current grant, DHS received temporary COVID-relief federal funds during the 2021 legislative session and released a Request for Proposal in April 2022. The Housing Stability department applied and was awarded bonus infrastructure development funds that will be used to support one temporary Planning Specialist, one temporary Outreach Worker and applied toward supervision costs. The temporary infrastructure development positions will operate from the period of August 2, 2022, to March 31, 2024.

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

Additional Community Living Infrastructure program staff will support Housing Support Program participants, current providers, and expand options for culturally specific programs for those exiting out of shelter and those impacted by the end of the COVID eviction moratorium. The additional funding will help to address systematic racial inequities in our community. The new Planning Specialist will identify exits to Housing Support Programs from Ramsey County operated shelters. This work will inform the Housing Stability department regarding issues with accessing the program and system improvements including identifying the locations and types of housing and providers needed in the community. The Outreach Worker will connect with individuals directly in local shelters and the Saint Paul Opportunity Center - assisting them with applying for state and federal benefits, increasing their income and access to housing with supports. The Supervisor will monitor who is being served by the program and will increase partnerships of culturally specific providers and landlords. This information will help track issues and highlight disparities that are impacting under-represented communities, thus initiating the 2021-2023 Program goal to update best practice and develop race and health equity-based policies.

Community Participation Level and Impact

In 2019, the Ramsey County Community Living Infrastructure Program completed an engagement survey and several interviews with both recipients of the program and providers. When surveyed, Long Term Homeless Housing Support vendors expressed "relief and gratitude" that Ramsey County is working on housing support process issues. The group recommended that Ramsey County continue to build relationships among providers and participants by creating integrated working groups and pursue process improvements to make the system work smoother for everyone. A work group was developed with the following goals:

- Current and prospective providers understand Housing Support Program requirements.
- Continue to build understanding of housing issues through community engagement and public communication.
- Needs and gaps in housing services are identified and targeted through Community Living Infrastructure Program efforts.

In 2020, 49 individuals were interviewed about their stay in the Ramsey County COVID emergency hotel shelter program and below are findings about the wrap-around services and housing support programs that were supported by the Community Living Infrastructure Program:

- 90% were very satisfied with the services.
- Over 450 individuals found housing.
- "I learned about housing vouchers and staff help connect the dots with people that could help me."

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

This funding will provide revenue for temporary staffing costs, including training, travel, equipment, and office space. These funds will increase the revenue and expense budget for 2022. The spending will occur from 2022-2024.

Last Previous Action

On July 20, 2021, the Ramsey County Board approved a Community Living Infrastructure agreement in the amount of \$1,004,920 (Resolution B2021-163).

Attachments

1. Community Living Infrastructure 2022 Grant Application
2. Minnesota Department of Human Services County Grant Contract

**COMMUNITY LIVING INFRASTRUCTURE
GRANT PROGRAM
2022 Grant Application**

1) GENERAL CONTACT INFORMATION:

Grant Applicant (county, tribe, or collaborative):	Ramsey County
Contact Person:	Amy Blair
Contact Title:	Planning Specialist II
Mailing Address (include street address):	121 7 th Place East, Suite 2500, St. Paul MN, 55101
Phone:	651-266-4843
Email address:	amy.blair@co.ramsey.mn.us
SWIFT Vendor Number:	000196508-001

2) PROPOSAL REQUIREMENTS:**A) Executive Summary (limit one page)**

- Describe overall design of the project in response to achieving tasks/deliverables.
- If you are an existing grantee, please discuss how this additional funding will support ongoing tasks/deliverables or new activities.

In 2021, Ramsey County Housing Stability Department was awarded Minnesota Department of Human Services Community Living Infrastructure (CLI) funds to: increase Housing Support capacity, provide technical assistance to new and culturally specific providers, and improve the County response time to individuals who are struggling to navigate pathways to housing. The grant funded two Housing Resource Specialist positions and a Planning Specialist II.

From our COVID emergency response work, we have a lot of positive outcomes and support from the surveyed residents. What we heard, was that we need to bring more services into the emergency shelters and help people to connected to services and benefits as the transition out of shelter and into permanent housing. As we continue to transition through the emergency response, we are also building our new “Supportive Housing Programs” unit. As part of that effort, we’re re-aligning existing and attracting new resources. For this current grant application, we are requesting an Outreach Financial Worker, a Planning Specialist I, and supervision costs to increase benefits and housing options so we can be more responsive to those in County operated COVID emergency shelter programs and other local emergency homeless shelters. This proposal will include three elements: outreach to those experiencing homelessness, expand Supportive Housing programs, and build capacity and streamline Housing Support administration.

From 2020 to present, the County opened COVID emergency shelter hotel programs to lower density in shelters for single adults and provide assistance with public benefits and housing referrals. Currently, we are operating three emergency shelters (serving up to 300 participants)

with plans to open a short-term transition program by May 2022. We have seen a drastic increase in shelter users in the county as of January 2022, our shelters have served over 1,800 persons, of which 58% listed locations other than Ramsey County as their last permanent address. Our Supportive Housing programs, which includes CLI staff, are serving not just Ramsey County residents, but those experiencing homelessness from across the state.

Limited staffing capacity has impacted our ability to meet and sustain current Housing Support goals. CLI staff have taken on more projects and caseloads than projected due to COVID-19. Additional staff is needed to support and increase housing options to prevent those in our programs from entering emergency shelter or encampments. Currently, we are at a breaking point with available staff capacity and resources and need more assistance to transition clients to housing stability. One solution to shorter stays and a rapid response, is to expand and create a more efficient Housing Support and outreach program. We would use the next three years, with CLI emergency funding, as a chance to build our department to ensure stability of those exiting our shelter systems. A Financial Worker, Planner, and additional administration dollars will be very beneficial to our shelter to housing continuum.

The following is needed to support the transition of our COVID-19 programs and build the ongoing Supportive Housing Programs area, of which we anticipate will be needed for the entire grant period:

- 1) outreach to increase access of benefits and housing for individuals who are in emergency shelter settings and the new housing readiness transitions program;
- 2) increase and strengthen the network of Housing Support providers in Ramsey County to increase referrals from emergency shelter programs. This will include recruitment of new and diverse providers and landlords; and
- 3) supervision to sustain and create more staffing positions, complete reporting requirements, and develop programs to leverage CLI funding; leadership needed to grow the overall Housing Support program.

For this grant, the Ramsey County Housing Stability Department is requesting \$429,126 for the Grant period beginning 07/1/2022 and ending 03/31/2024. Ramsey County anticipates reapplying for the CLI grant in 2023. Ramsey County will be looking at opportunities to bring in additional revenue to leverage current CLI Housing Resources Specialist positions, which could include Housing Stabilization Services.

B) Description of Applicant Agency (limit two pages)

- Describe the programs and activities of the agency or collaboration, geographic area served and/or programmatic accomplishments.
- Describe why the agency or collaboration is capable of effectively completing the services outlined in the RFP.
- Provide a description of prior experience in providing the services as outlined in the RFP.
- Designate a project manager, identify any lead staff and describe their experience relative to this RFP.

- Describe any experience you have in quickly standing up a program like this, including rapid disbursement of direct assistance funds.

Ramsey County is an urban center that has the second largest county population in Minnesota and the smallest land area. With an estimated population of nearly 550,000 (v2021) it is the most fully developed and densely populated county in the state, as well as one of the most diverse. Saint Paul is the county seat and the capital city of Minnesota. About 56% county residents reside in Saint Paul. Of those, 21.9% of residents ages five years and older live in homes where a language other than English is spoken.

Ramsey County is governed by a seven-member Board of Commissioners, with responsibility for operations management delegated to the County Manager. Ramsey County's operational departments are organized into four service teams (Health and Wellness, Safety and Justice, Economic Growth and Community Investment, and Information and Public Records) and a Strategic Team. Within the Economic Growth and Community Investment Service Team, a new Housing Stability Department was established February 2021. The County's goal is to consolidate all County housing stability and homelessness client services (demand side) and the housing infrastructure functions (supply side). The CLI Grant funded positions are in the Housing Stability Department. Staff will work side by side with Coordinated Entry and Continuum of Care funded programs. This change enables residents who need housing assistance and other stability supports such as Emergency Assistance (EA), Supplemental Nutrition Assistance Program (SNAP), waivers, etc. to have a streamlined one door access point.

Ramsey County has seen and increase with the total persons experiencing homelessness since the start of the pandemic. From October 2020-September 2021, there was a 14% increase of single adults who are accessing shelter. There was also a 70% increase in the number of families accessing shelters in our community. As a response, Ramsey County opened eight emergency shelters/hotels throughout the pandemic which has provided an additional 500 shelter beds in our community serving residents from across the metro. Over 1900 individuals came inside to take advantage of the increased shelter beds and wraparound services and 54% are defined as "chronically homeless."

In 2021, the Housing Stability Department served 3,215 residents with the Housing Support program in group and community settings. Of those, 1,070 participants are in Supportive Housing programs. This is a 14% increase from 2020, which can be mostly contributed to referrals from our COVID-19 emergency shelters. CLI staff have been working across systems and departments to help increase access, vendors and setting types for those utilizing emergency shelters. Additional CLI community supports include coordinating mental health subsidies, Housing Stabilization Services technical assistance, and participating in Housing Court.

With additional funding, Ramsey County will expand on the wrap-around service programs we developed as a response to COVID-19, as well as the follow-up needed after the pandemic. In 2020, with Minnesota Department of Human Services (DHS) support, we created a Housing Support and wrap-around services program for five emergency shelter and hotel settings. Housing Support was used in two distinct ways in the hotel shelter program. It was used to help pay for room and board while the client was in the hotel, and it was one of the housing programs people used to pay for rent when they exited. To provide in-person services, the County trained

contracted housing navigators and AmeriCorps staff on how to complete Housing Support applications. The wrap-around service model was successful, that client surveys and Continuum of Care future-state recommendations indicated we need not lose this approach as the COVID-19 resources dwindle and the county shifts to right-sizing to its pre-pandemic status.

Due to the success of the wrap-around services program, from June 2020 to July 2021, the county received over \$800,000 in Housing Support revenue for hotel room and board costs. Connecting to Housing Support in the hotels also helped participants connect to other benefit programs, such as SNAP and General Assistance (GA). The Ramsey County Research and Evaluation unit reported in their 2021 CARES review, that by February 2021, 275 participants were approved for Housing Support. Of the 275, 115 gained SNAP and 139 gained General Assistance. To help participants increase income, Ramsey County partnered with DHS Social Security Advocacy team to help assist Housing Support participants at the hotels apply for the benefit.

As of April 2022, over 200 of our entries to housing from our shelter programs were accepted into community Housing Support programs. Participants targeted for the program met the definition of Long-term Homelessness, had no income or GA, and had completed Coordinated Entry assessments. A key to success was direct referrals from Coordinated Entry to Housing Support Providers immediately after assessments were completed. The intentional emergency-based referral model helped housing case managers start the engagement and housing search process right away. With the success of this model, we're confident we could serve even more participants in our programs with additional staff to help coordinate between county staff, community housing providers, and landlords.

Community Living Infrastructure 2020-2022 results:

- In 2020, Ramsey County CLI and DHS contracted staff partnered and developed a wrap-around services program utilizing Housing Support for shelter costs and referrals to Supportive Housing. This program was created within one month of our partnership.
- Added new Supportive Housing projects by prioritizing culturally specific/minority owned providers. Ramsey County approved and onboarded two new Supportive Housing programs to increase referrals from emergency shelters and hotel. We also increased slots for two current culturally specific/minority owned providers. As a result, Ramsey County CLI added 160 slots for Supportive Housing programs.
- Hosted three housing tabling events of which our Housing Support Board and Lodges, Board and Care and Supportive Housing Providers attended. Group setting providers reported that individuals have been connecting with them due to the housing events. Many of these Providers have had a low census throughout the pandemic, negatively impacting their budgets.
- As of March 2022, 520 individuals found housing at exit from Ramsey County emergency shelters. Of those, over 200 utilized Housing Support to pay for rent in the community.
- New to our CLI program, is our participation in Housing Court, preventing many from eviction by connecting them to Ramsey County Emergency Rental Assistance (ERA) program. Another example of the CLI teams' ability to respond quickly to the COVID-19 pandemic.

In just two years, the county has invested more than \$20 million toward serving people who are

experiencing homelessness in our community. This has resulted in more than 500 beds being added to the shelter system. During this time, the county has set up seven different shelter locations, hosted over 50 AmeriCorps members, contracted with over 20 providers including six housing navigation providers (four of which are minority owned) and helped over 500 individuals find housing. Following the end of CARES funds with the success of the housing navigation model, the County was able to supplement resources by bringing in Emergency Rental Assistance (ERA) funds to support the navigators. All in total, \$14 million dollars of ERA direct assistance as well as housing stability and special projects have been braided into the overall COVID emergency response. The Housing Stability Department has proven experience withstanding up homeless programs quickly and with positive results.

Because of the exponential growth in the past two years and due to the need to create more formal leadership oversight of Housing Support and AmeriCorps teams as well as the contracted navigators, we are attempting to attract more resources to position a permanent Supportive Housing Programs unit of the department. Amy Blair serves as Interim Supervisor of the emerging Supportive Housing Programs unit and will be project lead for all future funding opportunities such as we seek through this proposal. Amy oversees the planning, coordination, and reporting requirements of the Housing Support program for Ramsey County. She regularly attends monthly Regional Metro Committee (RMC) meetings, hosts weekly shelter meetings, monthly Supportive Housing meetings, and quarterly Group Housing Support meetings. Amy has over ten years' experience working with state and federally funded homeless and service programs.

C) Identify which RFP Activities are included in this proposal (select which activity or activities are included in the proposed project):

Click in the box to the left of the activity to make your selection(s).

☒ **Outreach:**

- Locate and engage people who are homeless, unstably housed, or who want to relocate from hospitals, treatment centers, corrections, or other facilities into their own home in the community.
- Screen for basic needs and assist with referral services to community living resources to meet an individual's needs and choices.

☐ **Housing Resource Specialist:**

- Integrate housing resource specialists in the county or tribal human service delivery system to provide technical assistance and consultation on housing and related support service resources for people with disabilities and low income.

☒ **Administration and Monitoring of the Minnesota Housing Support Program:**

<ul style="list-style-type: none"> Streamline the administration and monitoring of Minnesota’s Housing Support program in county or tribal human service delivery systems such as vendor management, compliance monitoring, training, and eligibility and payment determinations.
<input type="checkbox"/> Direct Assistance: <ul style="list-style-type: none"> Support individuals to access and maintain housing in community settings through direct assistance, limited to the following activities: 1) lease or rent deposits; 2) security deposits; 3) utilities setup costs, including telephone and Internet services; 4) essential furnishings and supplies; and 5) costs related to expungement, including filing fees and attorney fees.

<p>D) Project Goals and Desired Results for Each Funding Area (suggested limit 3 pages)</p> <ul style="list-style-type: none"> Describe project goals, specific results and outcomes that will be used to demonstrate the program’s effectiveness using an equity lens. Describe at least two practices or methods your organization will utilize to increase access for people who are disparately impacted by homelessness or housing instability due to inequities. If services are provided through a partnering service provider, share one additional practice or method specific to that organization(s). Discuss how the program provides culturally and linguistically appropriate services; explain how the program will serve any person regardless of their spoken or written language, or literacy skills in their language. Describe how your project is currently, or plans to, address housing inequities in the target population to be served. Please give at least one example. Discuss why the expected results would not be possible without funding from the Community Living Infrastructure Grant. Describe how this project will support getting people connected to mainstream benefits, including, but not limited to MA Housing Stabilization Services. <p>For each relevant area (as identified in Section C), address the bulleted questions above in the blank box below each activity selected:</p>
<input checked="" type="checkbox"/> Outreach:
<p>Ramsey County Housing Stability Department is requesting funding for one full time equivalent</p>

(1.0 FTE) Financial Worker who will outreach to emergency shelter settings and the new short-term COVID-19 hotel transitions program. If approved, we will post internally, requesting an experienced worker so that outreach can begin as soon as possible. The Financial Worker will:

- Process and renew benefits and complete interviews in person to help increase approvals for General Assistance, SNAP, Minnesota Supplemental Aid, and Emergency Assistance.
- Refer to housing and supportive resources, such as Housing Support and Housing Stabilization Services.
- Staff will track benefit applications, denials/approvals, and demographics.
- Track resources shared and any gaps and barriers, or additional resources needed to meet goals. The Financial Worker will be available to respond to question about benefits and concerns from participants and case managers regardless of entry point.

Providing services on-site has been an effective model in our emergency shelter and hotel programs. It increases the chances of approvals and allows clients to ask questions and feel comfortable with the application process. However, there continues to be gaps in our system, in early 2021 very few were on Medical Assistance (MA) at the time of entry (35) and only nine became newly eligible after their first entry into the emergency shelter/hotel program. Recent data (April 2022) shows that of the 271 clients using emergency shelter programs, 61 do not have benefits or have unknown/no income. Some of this is due to earned income, high social security income amounts, or citizenship barriers, but well over the majority are not accessing benefits due to missing paperwork or missing interviews with financial workers, even though they seem to be income eligible. An on-site Financial Worker could help to ease the burden that many face when applying for benefits. The Worker would also look up Medical Assistance status and give direction as to how to apply and documentation needed. We will explore with Financial Assistance Services if it is possible for the worker to also process MA applications.

We have seen short-term success with contracted navigators assisting with paperwork and submitting to outreach workers in Financial Assistance Services. Ramsey County was awarded a temporary grant from the Office of Economic Opportunity during 2020-21 for two Outreach Financial Workers. Contracted navigators assisted clients with completing the benefit application and collecting documentation. Together, the Outreach Financial Workers, who were on-site, then processed the paperwork (or renewed), interviewed the client, and approved benefits within that week. The workers had a 70% success rate with benefit approvals utilizing this model. Another benefit is that workers were able to approve Emergency Assistance quickly, which is necessary for those who have been approved for housing.

One takeaway from the in-person Navigation/Financial Worker model (with processing on-site), is that being hands on with benefits programs has been a key to successful application, regardless of literacy skills. The benefit process is complicated and confusing, especially to those who are in crisis and/or have limited access to phones and documentation. To make the process more seamless, the worker will have a laptop and access to a scanner to help upload documentation on-site. The worker will also utilize language line and in-person interpretation services provided by the county.

In Ramsey County, those who identify as American Indian are 14 times more likely to

experience homelessness and those who identify as African American are eight times more likely. Racial equity is at the heart of community engagement work. Specific outreach to communities of color and other traditionally under-represented communities is vital to helping ensure that equity remains a central focus. One of the Ramsey County's current strategic priorities is focused on Advancing Racial and Health Equity and Shared Community Power. Through the future Housing Stability Department work, Housing Support strategies will be developed in partnership with groups like the County's community-led [Equity Action Circle](#) (EAC) Housing Committee and the [Heading Home Ramsey](#) (HHR) Collaborative. The [EAC Housing Committee](#) recommends County prioritize strong community partnerships including to our navigation providers. To address systematic racial inequities in our community, staff will track and identify (with assistance from the Research and Evaluation Unit) demographics and benefit approvals/denials.

During 2020, CLI staff quickly responded by developing a wrap-around service model in our hotel shelter programs (currently the sites). The coordination of the program would not have been possible without our current funding. The model has successfully helped participants with accessing services and housing. To prepare for when COVID-19 programs ramp down in the next few years, we are working hard to ensure that people are leaving shelters with benefits, housing, and services.

One of our performance measure goals is "increase in benefits for all supported by our department." During COVID we really made significant headway toward that goal and will continue to leverage these emergency funds to build upon those outcomes, particularly by building stronger ties to the Financial Workers. The County will be unable to improve benefit and income outcomes for those in our COVID-19 programs without the new CLI grant. Our contracted navigators have struggled to keep up with needs and track benefit status. They do not have access to MAXIS, so do not have the ability to see what is needed for a successful application. A dedicated experienced outreach Financial Worker could help ease this barrier (and improve outcomes) so that our navigators and clients can focus on housing and service referrals.

☐ **Housing Resource Specialist:**

N/A

☒ **Administration and Monitoring of the Minnesota Housing Support Program:**

Ramsey County is requesting funding a full time equivalent (1.0 FTE) Planning Specialist position and additional dollars associated with supervising the growing Supportive Housing programing. Additional staff and supervision are needed for capacity building for a currently understaffed Housing Support unit compared to the size and needs of our population. A Planning Specialist can help follow-up with residents and programs to see if there were any returns to homelessness and why. Additional funding will also help build our provider and landlord network and improve oversight of the program.

To address needs and gaps in housing services, the Planning Specialist will grow a strong group of Housing Support providers and landlords in Ramsey County to better serve participants and to

meet the needs of cultural communities/other sub-populations who have traditionally underutilized the Housing Support Program. The following results will be tracked:

- Increase the number of Housing Support opportunities available for Ramsey County residents by 30% with approved vendors.
- Add at least 10 new, culturally specific Supportive Housing vendors during the grant period.
- Track housing status for Housing Support participants who utilized the program at exit from our shelter programs to inform program improvements/successes.

To help increase access to the Housing Support program. The Planning Specialist will, with support of the Supportive Housing team:

- Host a yearly meeting for community organizations and individuals who are interested in becoming a Housing Support vendor in Ramsey County.
- Post a Housing Support manual, helpful links and contact information to our website to inform residents, landlords, and current vendors about the program and housing resources.
- Leverage Ramsey County's Trusted Messengers, the Equity Action Circle and American Indian Capacity Building Specialist in community healing and rapport building.

Ramsey County is also requesting funding for (0.5) Supervisor:

- Oversight of the Housing Support Agreement process and vendor reviews. Supervise Supportive Housing staff, which will include Housing Resource Specialist, Planning Specialist, and administrative staff.
- When applicable to programing, apply for additional revenue resources to leverage with CLI funding before next grant period.
- Improve process in which participants can communicate with county staff regarding complaints, service gaps, and any other resources needed.
- Create a monitoring process specific to Housing Support to improve and maintain the quality of services provided.
- Develop survey to vendors and landlords regarding success/gaps with in permanent supportive housing.
- Be a liaison between county and state departments and community partners.
- Responsible for all CLI reporting. Measure efforts to advance equity in the Housing Support program using the Ramsey County [Advancing Racial Equity policy](#).

Ramsey County will serve less residents and have limited resources to build capacity without funding from the Community Living Infrastructure Grant. Currently, Ramsey County has one Planner who is responsible for all administrative Housing Support functions, monitoring all group and community settings, and developing new and sustaining current projects (including wrap-around services in our shelters). The lack of staff, in addition to COVID-19 programs, has limited the number of new providers that Ramsey County can on-board. It has also prevented program improvements, which is very much needed at a time when over 200 shelter clients have accessed the Housing Support program in the last two years.

☐ **Direct Assistance:**

N/A

E) Project Activities and Work Plan (suggested limit 3 pages)

- Describe activities that will advance the project's goals and fulfill the expected outcomes and desired results described above.
- Detail who will be involved, what resources are required, target dates for project activities and the timeframe for the work plan.
- Would you be able to submit the due diligence items and have the contract executed within 30 days? If not, by what date would you be able to have these items completed and submitted?

For each relevant area (as identified in C), address the bulleted questions above in the blank box below each activity:

☒ **Outreach:**

The Financial Worker (Outreach) will help at least 300 clients directly each year with benefit assistance. The Financial Worker will be knowledgeable of all benefit programs, including Housing Support and Medical Assistance. The Financial Worker will work on-site in Ramsey County operated emergency shelters and hotel programs. Staff will also transition to other local emergency shelters if county shelters were to reduce capacity. They will work closely with shelter staff and contracted navigators by having regular on-site office hours so they can help process benefits and complete interviews.

The Financial Worker will be required to attend training related to housing, benefit updates/policy changes, and working with those who are experiencing homelessness. They will attend internal and external housing meetings, so that they can build relationships with Corrections, Workforce Solutions and Housing Stabilization Services providers. Staff will track meetings and workgroups attended and report quarterly on any successes and/or barriers that participants are experiencing. Ramsey County plans to hire an experienced Financial Worker internally, so if approved, the position could begin within two months of the start of a signed contract.

Staff will work closely with our two Housing Resource Specialists, Mike Zamow and Diana Vang. Mike Zamow works closely with congregate setting providers and has centralized the Ramsey County mental health subsidy application process and coordinates directly with mental health case management and housing authorities when there is an opening. He can provide support to the Financial Worker when they interact with someone who is looking for alternative housing options or needing more resources for mental health supports.

Diana Vang is currently our Housing Resource Specialist liaison at Housing Court, helping to prevent people from eviction. She has experience with the Coordinated Entry program and can help coordinate referrals from Coordinated Entry, LTH Housing Support, and Public Housing vouchers between housing providers and clients. The Financial Worker will coordinate with

Diana and other providers embedded in our shelter programs, including Catholic Charities Homeless Elders program, homeless outreach providers, contracted housing navigators, AmeriCorps members and SOAR agencies.

Both Housing Resource Specialists will provide technical assistance to the Financial Worker regarding Housing Stabilization Services (HSS). This includes information about who is eligible and where the worker can find information about the application process. They are also Qualified Professionals for Ramsey County to help streamline signatures needed for the Professional Statement of Need. The Financial Worker will support the Housing Resource Specialists by being available to answer benefit questions and give benefit printouts for housing.

Resources needed to help meet outcomes:

- MAXIS access for processing benefits.
- Trainings regarding housing and homelessness.
- Attend external and internal meetings, including those regarding benefit policy/procedures.
- DHS Housing Support sharing best practices.

Depending on the amount awarded and the required Board Approval thresholds (i.e., over \$100,000), we can sign the contract within 30 days. If over threshold, then within 45 days.

☐ **Housing Resource Specialist:**

N/A

☒ **Administration and Monitoring of the Minnesota Housing Support Program:**

Amy Blair, our current Interim Supervisor, and the new requested Planning Specialist will hold regular meetings with Supportive Housing (monthly) and Group (quarterly) housing support vendors, so they can learn from their peers, and be informed about best practices. Planners will also monitor housing and services provided to participants by reviewing case notes, HMIS and MAXIS data. This process will be captured and detailed in Ramsey County's new monitoring process that will be specific to Housing Support providers. Staff will identify (and develop improvement plans) for Housing Support providers who are exiting participants into homelessness within the first year of the grant. The new Planner will specifically look at those who exited into Housing Support from our shelter system to determine gaps/successes of the program.

Planners will recruit, engage, and provide individualized technical assistance to culturally specific and targeted Housing Support providers. Staff will host at least three meetings with potential providers explaining the program and county priorities to meet our goal of adding at least ten new culturally specific providers. Once a vendor is approved, Planners will help to on-board and review documents and requirements alongside Financial Assistance Services.

Funding for administration is needed to provide oversight, management, and increase capacity of the Housing Support program. They will represent the unit in Housing Stability Department and external meetings. The Supervisor will meet weekly with staff to provide guidance and evaluate work performance. They will analyze data and outcomes as reported by all CLI positions. The

lead for vendor and landlord survey regarding permanent supportive housing opportunities and gaps.

The Supervisor will be responsible for quarterly reporting for two CLI grants and oversight of all Housing Support Agreements. The Supervisor will be responsible for the quality assurance of Housing Support documentation and ensure that programs are meeting standards. During this grant period, the Supervisor will look for ways to braid all internal resources such as Ramsey County Service Center (resource hubs in the community) and leverage the Housing Resource Specialists positions, this could include applying as an enrolled provider for the Housing Stabilization Service, applying to be a grantee for the SOAR program, and hosting the AmeriCorps program. Having access to additional dollars for Supervision is a timely opportunity to build capacity and stability for the Housing Stability Department and Housing Support program.

Ramsey County will increase the number of Housing Support opportunities available for residents by 30% by creating a targeted approach based on needs and gaps. This will include an expansion of both Long-Term Homeless programs and Housing Support Rate 1. Ramsey County will post for both a Supervisor and Planner Specialist internally, so if approved, the positions could begin within two months of the start of a signed contract.

Resources needed to help meet outcomes:

- MAXIS and HMIS access for both Planner and Supervisor. Start the training and licensing process within 6 months.
- Access to HMIS and MAXIS data to help identify who is experiencing homelessness and establishing priorities for those who are exiting into exits homelessness from both congregate and community housing support settings.
- DHS continue to provide Housing Support 101 trainings to interested providers.
- DHS shares best practices for monitoring providers.

Depending on the amount awarded and the required Board Approval thresholds (i.e., over \$100,000), we can sign the contract within 30 days. If over threshold, then within 45 days.

☐ **Direct Assistance:**

N/A

F) Evaluation Plan (limit 2 pages)

- Describe methods you will use to measure results you want to achieve, based on your answer in Section D.

The project evaluation consists of the following stated project goals including a) direct services b) increase Housing Support vendors and landlords and c) capacity building. The sources of data that will be used for the evaluation of this work are:

- DHS Annual Agreement data
- Housing Support Outcome Tracking Spreadsheet

- HMIS and MAXIS data
 - Ramsey County Data Portal
 - Surveys of providers and other stakeholders
1. The Outreach worker will process or renew 300 clients benefits during the grant period. Outcomes will be tracked utilizing a housing support spreadsheet. MAXIS will also inform staff if participants have successfully gained benefits.
 2. Outreach worker will also track the numbers of housing and other resources shared with client. This could include Coordinated Entry, food shelves, and Housing Resource Stabilization staff.
 3. Increase the number of Housing Support opportunities available for Ramsey County residents by 20%. Housing Support tracking sheet and the Ramsey County Data Portal (information pulled from MAXIS) will help to income this outcome.
 4. Ramsey County will add at least 10 new, culturally specific Housing Support Providers per year. Planners will also host at least three meeting for community organizations and individuals who are interested in becoming a Housing Support vendor in Ramsey County. DHS Housing Support Agreement tracking tool will measure outcome. Planners will report number of meetings hosted and any technical assistance provided to new vendors.
 5. Continue to build understanding of housing issues through community engagement and public communication. Planners will report number of meetings hosted and any technical assistance provided to new vendors. The Supervisor will create and send a survey out stakeholders asking if they need more support or resources.
 6. Planners will begin site reviews with Supportive Housing providers and respond with performance improvements. Supervisor will sign off on all plans and may include additional steps for programs who are not meeting standards.
 7. Supervisor will apply for additional funding for the Supportive Housing unit to leverage CLI funding before the next Community Living Infrastructure grant in 2023.

G) Budget Proposal

For each relevant activity area (as identified in C), complete the budget as outlined below

For Outreach, Housing Resource Specialist, and Administration and Monitoring of the Minnesota Housing Support activities, eligible expenses include:

Programmatic costs:

- Salaries (program staff and direct supervision of program staff)
- Fringe/benefits
- Training
- Work-related travel
- Application fees for rental housing applications
- Other (describe)

Non-programmatic administrative costs:

- Office space
- Office equipment
- Other (describe)

For Direct Assistance activities, eligible expenses are limited to:

- Lease or rent deposits
- Security deposits
- Utilities setup costs, including telephone and Internet services
- Essential furnishings and supplies
- Costs related to expungement, including filing fees and attorney fees

Note:

- In the Salaries line item, list the title and FTE amount of each title that is included in the budget amount being requested (ex. Housing Resource Specialist, 1 FTE).
- In the “Other” line item, identify just to the right of “Other” in the same box of what expense you are requesting beyond the line items listed in each activity. Additional lines can be added as needed.
- Further explanation should be provided in the Budget Narrative box just to the right of the line item listed below.

**FY23-24 Budget Request
(July 1, 2022 through March 31, 2024)**

☒ **OUTREACH EXPENSES:**

Line Item	Budget Amount	Budget Narrative
Salaries including fringe/benefits (list staff title and FTE amounts):	\$119,375	Outreach, Financial Worker 1FTE @ \$119,375 over 21 months. Includes fringes.
Training:	\$1,000	Staff Training: 1FTE @ \$500 per year = \$1,000
Work related travel:	\$1,583	30 miles per week @ 0.58 per mile = \$1,583 over 21 months (1FTE)
Application Fees:		N/A
Office Space:	\$6,615	\$315 per 1FTE per month = \$6,615 over 21 months
Office Equipment:	\$2,100	\$1,200 per 1FTE per year = \$2100 over 21 months Includes phones, computers, software licenses.
Other:		
Budget subtotal:		\$130,673

☐ **HOUSING RESOURCE SPECIALIST EXPENSES:**

Line Item	Budget Amount	Budget Narrative
Salaries including fringe/benefits (list staff title and FTE amounts, including administration of direct assistance):		
Training:		
Work related travel:		
Transportation:		
Office Space:		
Office Equipment:		

Other:		
Budget subtotal:		
<input checked="" type="checkbox"/> ADMINISTRATION AND MONITORING OF THE MINNESOTA HOUSING SUPPORT PROGRAM EXPENSES:		
Line Item	Budget Amount	Budget Narrative
Salaries including fringe/benefits. List staff title and FTE amounts):	\$286,705	Supervision .5 FTE @ \$117,335 over 21 months. Includes fringes. Planning Specialist 1FTE @ \$169,370 over 21 months. Includes fringes.
Training:	\$1,000	Staff Training: 1 FTE @ \$500 per year = \$1,000
Work related travel:	\$1,583	30 miles per week @ 0.58 per mile = \$1,583 over 21 months (1 FTE)
Transportation:		N/A
Application Fees:		N/A
Office Space:	\$6,615	\$315 per 1FTE per month = \$6,615 over 21 months
Office Equipment:	\$2,100	\$1,200 per 1FTE per year = \$2,100 over 21 months Includes phones, computers, software licenses.
Other:	\$450	HMIS license 1FTE @ \$225 per year = \$450
Budget subtotal:	\$298,453	
Total Project Budget Request:	\$429,126	
<input type="checkbox"/> DIRECT ASSISTANCE:		
Line Item	Budget Amount	Budget Narrative
Direct Assistance:		
Budget subtotal:		

H) Professional Responsibility and Data Privacy

- Provide any information concerning any complaints filed with or by professional and/or state or federal licensing/regulatory organizations within the past 6 years against your organization or its employees relating to the provision of services.
- If complaints exist, please include the date of complaint(s), the nature of the complaint(s), and the resolution/status of the complaint(s), including any disciplinary actions taken.
- Include any information about pending litigation and/or litigation resolved within the last two years that relates to the provisions of services by your organization and/or its employees. If litigation exists, include date of the lawsuit, nature of lawsuit and the dollar amount being requested as damages and if resolved what resolution was settled and how settled.
- Response can include any awards, certification and/or professional memberships relevant to this proposal.
- Provide a description of any breach of personal, financial, or other private/confidential data your organization has suffered in the past five years. Include details on steps taken to address the issue and prevent it from happening again

The Housing Support program is in the Ramsey County Housing Stability Department and the Department is not aware of any complaints. We are also unaware of any litigation involving these services.

In 2018 Ramsey County experienced a phishing attack that resulted in a data breach. While client information may have been viewed during the attack, all indications suggest the attack was seeking employee financial data. The breach was reported to DHS. Since then, Ramsey County has implemented two-factor authentication to significantly reduce the risk of phishing attacks. In 2020 one of Ramsey County's IT vendors experienced a ransomware attack that may have exposed client data. Ramsey County has terminated its contract with the vendor and reported the breach out of an abundance of caution. Neither of these incidents involved the Housing Stability Department. Other minor data privacy incidents have been reported as required by law

3) Required Statements and Forms

REQUIRED ATTACHMENTS (All attachments MUST be 8 ½ by 11 ONLY)	
	Attachment A –Responder Information and Declarations
	Attachment B – Exceptions to Terms and Conditions
	Attachment C – Disclosure of Funding Form
	Attachment D – Human Rights Compliance: <ul style="list-style-type: none">• Workforce Certificate Form• Equal Pay Certificate Form
	Attachment E – Documentation to Establish Financial Stability

4) Appendix: Any additional information applicant deems relevant, but not applicable to the prescribed format may be included in the Appendix of your Proposal.

Responder Information/Declarations Form – Grant RFP

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

- A. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award, and the Responder is competent to provide all the services set forth in its proposal. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law
- B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. **Non-Collusion Certification.**
1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
 2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- D. **Organizational Conflicts of Interest.** State grant policy requires that steps and procedures are in place to prevent organizational conflicts of interest per 08-01 Conflict of Interest in State Grant-Making Policy. To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
1. A Responder is unable or potentially unable to render impartial assistance or advice to the State due to competing duties or loyalties; or
 2. The Responder's objectivity in performing the grant contract work is or might be otherwise impaired due to competing duties or loyalties.
- If it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals, responder will provide, along with this form, a list containing the names of the entities, the relationship, and a discussion of the conflict.
- In cases where a conflict of interest is in question, discovered, or disclosed, the Responders or grantees will be notified and given an opportunity to respond. Based on a review of the response and relevant facts, one or more of the following actions may be pursued:
- revising the grant work plan or grantee duties to mitigate the risk,
 - requesting the grant applicant to submit an organizational conflict of interest mitigation plan,
 - disqualification from eligibility for the grant award, amending the grant, or termination of the grant contract agreement.
- E. **Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over \$100,000 that will use (or may potentially use) any amount of federal funds to pay for all or part of the work under the contract, the undersigned certifies, to the best of the undersigned's knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of

any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- F. **Subcontractors.** Any proposed subcontractors will be identified in the RFP and the percentage of work under the contract to be performed by the prime contractor and each subcontractor will be indicated.
- G. **Parent companies or affiliates.** If there is a reasonable expectation that the responder is or would be associated with any parent, affiliate, or subsidiary organization in order to supply any service, supplies or equipment to comply with the performance requirements under the resulting contract of the RFP, responder must include with this form written authorization from the parent, affiliate, or subsidiary organization granting the right to examine directly, pertinent books, documents, papers, and records involving such transactions that are related to the resulting contract. This right will be given to the Minnesota Department of Human Services, U.S. Department of Health and Human Services, and comptroller general of the United States. If, at any time after a proposal is submitted and a contract has been awarded, such an association arises as described in the paragraph above, responder will obtain a similar certification and authorization from the parent, affiliate, or subsidiary organization within 10 working days after forming the relationship.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

COMPANY NAME Ramsey County Housing Stability Department		TITLE OF RFP	
SIGNATURE Keith A. Lattimore		DATE 4/7/2022	
PRINTED NAME Keith A. Lattimore		TITLE Director, Ramsey County Housing Stability Department	
PHONE NUMBER 651-266-1041	EMAIL ADDRESS Keith.Lattimore@co.ramsey.mn.us		



For accessible formats of this information or assistance with additional equal access to human services, write to DHS.info@state.mn.us, call 651-431-3612, or use your preferred relay service. ADA1 (2-18)

Exceptions to Terms and Conditions Form – Grant RFP

A responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM AN RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification that 1) affords the responder taking the exception a competitive advantage over other responders, or 2) gives the state something significantly different than the state requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to state terms and conditions (including those found in the attached sample contract in the appendix, if any. Reference the actual number of the state’s term and condition and page number for which an exception(s) is being taken. If no exceptions exist, state “NONE” specifically on the form below. Whether or not exceptions are taken, the responder must sign and date this form and submit it as part of their proposal. (Add additional pages if necessary.)

RESPONDER NAME Ramsey County Housing Stability Department
--

Term and condition number/provision	Explanation of exception

Term and condition number/provision	Explanation of exception

By signing this form, I acknowledge that the above-named responder accepts, without qualification, all terms and conditions stated in this RFP (including the sample contract) except those clearly outlined as exceptions above.

SIGNATURE Keith A. Lattimore		 Digitally signed by Keith A. Lattimore Date: 2022.04.07 12:54:54 -05'00'	DATE 4/7/2022
PRINTED NAME Keith A. Lattimore		TITLE Director, Ramsey County Housing Stability Dept	

Disclosure of Funding Form – Grant RFP

Per the Federal Funding Accountability and Transparency Act of 2006 "Transparency Act" or "FFATA" (Public Law 109-282), all entities and organizations receiving federal funds are required to report full disclosure of funding (United States Code, title 31, chapter 61, section 6101).

The purpose of FFATA is to provide every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards to be made available to the public through a single, searchable website. Federal awards include grants, sub-grants, loans, awards and delivery orders.

To comply with the federal statute, the Minnesota Department of Human Services is required to obtain and report by the grantee's Data Universal Numbering System (DUNS) number; determine if grantee meets specific requirement that would require additional reporting items; and collect additional information on executive compensation if required. Respond by answering the following questions:

GRANTEE DUNS NUMBER (required) 01-035-4488	GRANTEE NAME Ramsey County
---	-------------------------------

In the preceding fiscal year:

1. Did you receive 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
☐ Yes ☒ No
2. Are those revenues greater than \$25 million or more annually?
☐ Yes ☒ No
3. Does the public not have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C 78m(a), 78(d)) or section 6104 of the Internal Revenue Code of 1986?
☒ Yes ☐ No

If you answer "yes" to all of the top questions, provide the following information:

1. Project Description (should capture the overall purpose of the award)

2. Place of performance (including congressional district)

3. Name and compensation of top five executives



For accessible formats of this information or assistance with additional equal access to human services, write to DHS.info@state.mn.us, call 651-431-3612, or use your preferred relay service. ADA1 (2-18)



Housing and Support Services Division Department of Human Services

P.O. Box 64842

St. Paul, MN 55164-0842

To Whom It May Concern,

Please accept this is a letter of support, on behalf of Heading Home Ramsey (HHR) County, for Ramsey County Housing Stability Departments application for the Minnesota Department of Human Services' Housing and Support and Services Division Community Living Infrastructure (CLI) grant.

The Community Living Infrastructure grant has a vital role in the county's homeless response efforts. The Planning Specialist facilitated the development of wrap-around services for those in our hotel shelter programs. Additional staff are needed in our local emergency shelters to connect individuals to benefits and expand housing programs. HHR is supportive of the Ramsey County Housing Stability Office request to expand these efforts by adding additional staff to meet the need of those experiencing homelessness in our community.

In addition to providing services to those experiencing homeless, this application aligns with at least three other Continuum of Care Priorities: strengthening the homeless response system, engaging in collective coordination, and increasing housing supply.

- **Strengthening the homeless response system:** Outreach to help people connect to benefits and housing without additional burdens to access resources.
- **Engaging in collective coordination:** Administration to help onboard culturally specific Housing Support agencies and programs to better serve those populations in our community.
- **Increasing housing supply:** Administration to engage and support Housing Support vendors and landlords to increase housing options for those in our shelter system.

Thank you for your consideration of this request.

Loni Aadalen

Loni Aadalen,

CoC Coordinator

St. Paul/Ramsey Continuum of Care

Paths to Housing from COVID Shelters operated by Ramsey County

Since April 2020, in response to the COVID-19 public health emergency, Ramsey County has opened a total of seven shelters and a respite facility, and currently operates 3 remaining shelters—Bethesda, Luther, and Mary Hall—serving single adults and couples. At its peak, these temporary shelters provided up to 500 additional beds. Between April 2020 and April 8, 2022, **504** guests from these shelters have been housed.

With various federal funding for these operations expiring in May and June, County staff and community partners are working hard to secure housing placements and shelter options for guests still staying at these temporary locations. The primary goal is to ensure that every guest is engaged with onsite navigators to develop and advance a housing plan.

Onsite navigators and county staff are working with guests to:

- Get assessed for Coordinated Entry
- Apply for income-based benefits
- Develop a housing plan
- Connect to a service provider to help find and maintain housing
- Access direct assistance for security deposits and other housing expenses
 - If permanent housing is not located by time facility closes, then best effort will be made to locate alternative shelter

County staff and partners are:

- Holding weekly wraparound meetings for case-by-case reviews. Includes housing providers, onsite navigators, shelter staff, and Housing Stability Department staff.
- Identifying Permanent Supportive Housing opportunities, such as Ramsey County Adult Mental Health subsidies and Housing Support.
- Hosting Housing Resource Fairs (3/11, 3/25, and 4/1)
 - Includes Board and Care, Board and Lodge (sober homes), and Permanent Supportive Housing providers.
- Identifying and prioritizing those who are chronically homeless for housing referrals within Coordinated Entry.
- Launching Highway to Housing, a short-term pilot that will provide:
 - Transitional Housing Program at multiple sites
 - Up to five months for 100 individuals who are actively in “housing search” mode
 - Navigator support including weekly work on housing plans
 - Address barriers such as past rent, completing benefits
 - Identify and locate various housing options- Emergency Rental Assistance (ERA) available for prospective rent.

Housing Outcomes from Ramsey County-operated COVID Emergency Shelter Programs

Year	Number of people housed from COVID shelters, hotels
2020	123
2021	330
2022 (as of April 8)	51
Total	504 people

Progress as of 4/8/2022

Shelter	Census	Services Accessed	Benefits Accessed
Mary Hall	131 people	<ul style="list-style-type: none"> • 115 met with navigators • 43 accessing Housing Stabilization Services • 57 have identified housing opportunities • 20 connected to other services • 6 have not been assessed for Coordinated Entry 	128 people have benefits: <ul style="list-style-type: none"> • General Assistance: 42 • Pending GA: 10 • SSI/RSDI/SSDI: 38 • Earned Income: 2 • Unknown: 34 • Missing: 5
Bethesda	78 people	<ul style="list-style-type: none"> • 78 met with navigators • 31 accessing Housing Stabilization Services • 60 have identified housing opportunities • 57 connected to other services • 4 have not been assessed for Coordinated Entry; and 4 have declined services • 3 unable to access services/housing due to citizenship 	78 people have benefits <ul style="list-style-type: none"> • General Assistance: 23 • SSI/RSDI/SSDI: 27 • Earned Income: 10 • Unknown: 14 • Other: 4
Luther	65 people	<ul style="list-style-type: none"> • 55 met with navigators • 14 accessing Housing Stabilization Services • 38 have identified housing opportunities • 30 connected to other services • 1 has not been assessed for Coordinated Entry 	65 people have benefits <ul style="list-style-type: none"> • General Assistance: 23 • Pending GA: 3 • SSI/RSDI/SSDI: 18 • Earned Income: 7 • Unknown: 13 • Missing: 1

Ramsey County Shelter during COVID-19

This report shares how well Ramsey County did in supporting people experiencing homelessness during the COVID-19 pandemic. Ramsey County's priorities were: (1) ensure people experiencing homelessness could physically distance and stay safe, (2) provide temporary shelter, and (3) create a respite facility for people who were sick with COVID-19.



Reduced shelter capacity by half for physical distancing



Sheltered over 1,000 people in individual rooms (April-Feb 2021)

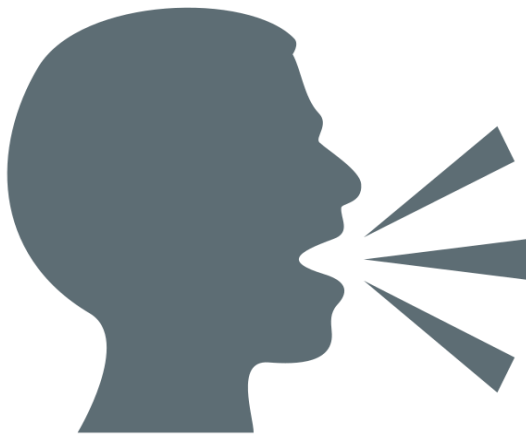


276 people used respite when they were sick with COVID



Over 176 people found housing

We interviewed 49 people about their stay in Ramsey County shelters and this is what they said:



- 90% were Very Satisfied with the Services**
"I learned about housing vouchers and staff help connect the dots with people that could help me."
- 88% rated Health and Safety Very Good**
- 79% rated the Communications Very Clear**
- 86% were Very Satisfied with the Shelter Program**
"I'm very satisfied because I accomplished a whole lot for me, where before I was here but not feeling like a person. I have credentials. I have my ID I have my Social Security card...."

Staff are the main reason why people rated the shelters the way they did.

"It's the simple fact of what the staff are trying to do for the homeless. They try man, to break that cycle that you get in."

"...having services in the evening was helpful. I'm very satisfied because staff checked in with people and always got back with me as soon as possible."

Recommendations

Short-term recommendations

- Build new efficiency and one-bedroom apartments for single adults that are affordable based on a person's income so that most of their income does not go to paying rent.
- Increase housing with support services.
- Advocate to increase Section 8 vouchers throughout the county to meet the need.
- Maintain 24-hour shelters with individual rooms.
- Have staff at shelters to provide individualized support service and housing placement resources.
- Increase on-site mental and chemical health at shelters.
- Develop housing programs to help people who are working, receiving unemployment, or need financial support only.
- Ensure that rules and expectations are maintained to promote safety and well-being for all.
- Partner with Ramsey County Workforce Solutions to provide employment services at shelter sites. Many people are looking for work or are underemployed. Develop work from home options for this population.
- Create a strategy to increase access to all benefits such as Supplemental Nutritional Assistance Program, General Assistance and Medical Assistance. Dedicate Financial Workers to the hotel shelter program to process Housing Support applications to increase enrollment for benefits.

Recommendations for ongoing improvement

- Housing and services should to be part of the design of a shelter program. This will promote effective and efficient services for clients.
- Make sure that staff are trained and supported so that they can provide the same level of care on all work shifts and at all shelter locations.
- Ask questions around a person's cultural needs more directly and provide referrals to cultural services when requested.
- When planning new services think about who may not qualify and provide other service options so that it's fair for everyone.

"If you have a pulse, they are talking to you about housing."



For more information:
Joseph at (651) 266-4209 or joseph.desenclos@co.ramsey.mn.us
www.headinghomeramsey.org

Find the full report:
<https://www.ramseycounty.us/covid-19-info/access-county-services-during-coronavirus/cares-program-evaluation-research>





Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Housing and Support Services Division ("STATE") and **Ramsey County** ("COUNTY"), an independent grantee, not an employee of the State of Minnesota, located at 160 East Kellogg, Suite 9500, St. Paul, MN 55101 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6); has authority to enter into contracts for the following services: the Community Living Infrastructure Grant Program to provide support for people with disabilities and housing instability who want to live in the community. Minnesota Statutes 256I.09 identifies the funding is for grants that may be used for: (1) outreach to locate and engage people who are homeless or residing in segregated settings to screen for basic needs and assist with referral to community living resources; (2) building capacity to provide technical assistance and consultation on housing and related support service resources for persons with both disabilities and low income; (3) streamlining the administration and monitoring activities related to housing support funds or (4) direct assistance.

STATE has received Federal Medical Assistance Percentage (FMAP) funding in Laws of Minnesota 2021, 1st Special Session, Chapter 7, Article 17, Section 5, Subdivision 2 for the Community Living Infrastructure grant program.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **June 1, 2022**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **March 31, 2024**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties in accordance with **Attachment A**, Budget, which is attached and incorporated into this CONTRACT. GRANTEE must:

- A. Increase and improve opportunities for Minnesotans with disabling conditions and housing instability to live successfully in the community, per Minnesota Statutes, section 256.01, subdivision 2 (a)(6).
- B. Advancing the grant program through the following activities:
 - a. Conducting Outreach
 - i. Outreach efforts must locate and build relationships with individuals who are homeless, unstably housed, or who want to relocate from hospitals, treatment centers, corrections, or other facilities into their own home in the community.
 - ii. GRANTEE must identify individuals in need and to assist with referral services to community living resources to meet an individual's needs and choices.
 - iii. GRANTEE may use funds for activities: that are outlined in Attachment A, the project budget, and are included in this list:
 - 1. Administrative costs directly associated with this activity;
 - 2. Staff Salaries;
 - 3. Work related travel for staff in state;
 - 4. Training costs which can include travel to trainings and necessary meetings;
 - 5. Transportation directly related to assisting individuals with attaining housing; and
 - 6. Application fees for rental housing applications.

- b. Hiring Housing Resource Specialists;
 - i. GRANTEE must hire regional housing specialists and provide them with training to support individuals with disabilities, advocates, providers, and government staff. Specifically, GRANTEE must hire and train housing resource specialists as stated in Attachment A.
 - ii. Specialists will assist individuals with gathering necessary documentation together to access and connect to resources or benefits.
 - iii. GRANTEE may use funds for activities: that are outlined in Attachment A; and that are included in this list:
 - 1. Administrative costs directly associated with this activity;
 - 2. Staff Salaries;
 - 3. Work related travel for staff in state; and
 - 4. Training costs on program eligibility criteria for individuals and providers, housing-specific resources, including HUD, MN Housing, DHS, public housing authorities, and private-market resources available to individuals with disabilities and low-income.
- c. Administration and/or Monitoring of the DHS Housing Support Program
 - i. GRANTEE must administer and monitor the Housing Support program as stated in Attachment A.
 - ii. GRANTEE may use funds for activities: that are outlined in Attachment A; and that are included in this list:
 - 1. Funding for Housing Support staff in administrative areas including but not limited to eligibility, contract management, financial, compliance monitoring and social services;
 - 2. Housing Support training costs including travel to trainings and necessary meetings; and
 - 3. Technical costs.
- d. Direct Assistance to support individuals in accessing and maintaining housing
 - i. Eligible individual support activities limited to the following:
 - 1. Lease or rent deposits
 - 2. Security deposits
 - 3. Utilities setup costs including telephone and internet services
 - 4. Essential furnishings and supplies
 - 5. Costs related to expungement including filing fees and attorney fees
 - ii. Administrative costs for direct assistance disbursement
- C. Issue an annual report to the Department of Human Services each year, 30 days following the end of the state fiscal year, including the following information:
 - a. The number of individuals being served in the program;
 - b. The target population served by the program;
 - c. Progress on the project goals or objectives;
 - d. Results according to the methods outlined in the proposal's evaluation plan;
 - e. The funds expended for the project compared to the funds budgeted;

- f. Recommendations and requests for additional services or training needed to address homelessness and housing needs in their community;
 - g. Other information as requested by the STATE.
- D. Provide data about all activities as requested by the STATE.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT \(MN.IT\) Accessibility Standards](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation. COUNTY will be paid in accordance with **Attachment A**, Budget.

1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment, but does require written approval by the STATE.
2. If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner’s Plan](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **Four hundred twenty nine thousand one hundred twenty six dollars (\$429,126)**.
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, and according to the following schedule: **quarterly reimbursements and progress reports due 30 days after the end of each quarter**. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;

- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY's Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

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

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Shawn Tobias, Manager** or his successor. Phone and email: 651-431-6158 and

shawn.tobias@state.mn.us. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Keith Lattimore** or successor. Phone and email: **651-266-1041** and keith.lattimore@co.ramsey.mn.us. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Keith Lattimore** or successor. Phone and email: **651-266-1041** and keith.lattimore@co.ramsey.mn.us.

7.4 Project Manager. The STATE'S project manager for this grant contract is **Abby Guilford, Community Living Infrastructure Lead**, phone and email: **651-431-7227** and abigail.guilford@state.mn.us or her successor.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing

under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the

Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, a copy of the relevant audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R. § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

14. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE’s right to enforce it.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. Amendments. Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

16.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

17.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the

COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19. LEGAL COMPLIANCE.

19.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

19.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy [#1329](#) (Sexual Harassment Prohibited) and [#1436](#) (Harassment and Discrimination Prohibited).

19.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

19.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

20.2. Contingency Planning. This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY and any subcontractor will have a contingency plan. The contingency plan shall:

- a.** Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
- b.** Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c.** Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;
- d.** Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e.** Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f.** Include a procedure for returning to normal operations; and
- g.** Be available for inspection upon request.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and by section 16C.05.

By: Angela Lofgren
53AD6200B0B8428...
Date: 6/16/2022

Contract No: 213578

2. COUNTY – Approved as to form

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: Lindsey Millard
53D11BFBC79243F...
Title: Attorney
Date: 6/16/2022

3. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: Keith A. Lattimore
DE864B0DC6AC451...
Title: Housing Stability Department Director
Date: 6/20/2022

4. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: Deputy Director of Finance for Budgeting and Financial Management

Date: _____

5. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: Chief Clerk

Date: _____

6. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: Ramsey County Board Chair

Date: _____

3. STATE AGENCY

By (with delegated
authority): _____

Title: Human Services Manager 4

Date: _____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

ATTACHMENT

A

Ramsey County

Fiscal Year 2022 – 2024 Budget

Category of Funding	Budget	What This Funds
Outreach	\$130,673	<ul style="list-style-type: none"> • \$119,375: 1.0 FTE FTE Outreach Specialist (salary and fringe) • \$1,000: Training • \$1,583: Work related travel for 1.0 FTE • \$6,615: Office space • \$2,100: Office equipment
Administration and Monitoring	\$298,453	<ul style="list-style-type: none"> • \$117,335: 0.5 FTE Supervisor • \$169,370: 1.0 FTE Admin of Housing Support • \$1,000: Training • \$1,583: Work related travel for 1.0 FTE • \$6,615: Office space • \$2,100: Office equipment • \$450: Other – HMIS license
TOTAL	\$429,126	

Ramsey County will be awarded **\$429,126** in this round of funding for the Community Living Infrastructure Program for fiscal years 2023-2024. This funding will cover initiatives in the 1) Outreach, 2) Administration and Monitoring.

Board of Commissioners

Request for Board Action

Item Number: 2022-395

Meeting Date: 8/2/2022

Sponsor: Workforce Solutions

Title

Revenue Agreement with Saint Paul Public Schools for Earn as You Learn Program

Recommendation

1. Authorize the County Manager to approve and execute a revenue agreement with Saint Paul Public Schools for Earn as You Learn Program for a total sum not to exceed \$64,800, in a form approved by the County Attorney's Office.
2. Authorize the County Manager to approve and execute amendments to renew the term of the agreement, increase funds or expand services, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

Background and Rationale

As a part of the American Rescue Plan Act (ARPA), local school districts received federal funding to support students with a variety of needs. Saint Paul Public Schools received funds through ARPA and the Minnesota Department of Education. District leadership has decided to invest some of these funds into the successful Earn as You Learn Program.

The Earn as You Learn Program, initially seeded with Ramsey County Coronavirus Aid, Relief, and Economic Security (CARES) funds, provides high school students with the ability to obtain occupational certifications, such as OSHA-10, Microsoft certifications, etc. After students complete these certifications, students receive a gift card with funds to reward them for their efforts. Students complete the training and testing for these certifications outside of their classroom hours.

The Minnesota Department of Education has limited school district's abilities to use ARPA funds to compensate students, including for extra-curricular academic activities, like those in the Earn as You Learn program. Due to this, Saint Paul Public Schools approached Ramsey County to support the program by administering the gift cards to students for a small administrative fee, as Ramsey County has the infrastructure available to accomplish these tasks.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

Saint Paul Public School's Earn as You Learn program has historically served a majority of students of color. When the program was funded by CARES funding in 2020, 85% of the 595 students served identified as "non-white". By providing valuable occupational certifications to students, students will become more qualified and employable to ultimately enter living-wage career pathways. Additionally, the compensation provided to students will allow them to support their families, as needed.

Community Participation Level and Impact

This program is in direct response to the needs of both students and community partners. Community partner, Saint Paul Public Schools, is in need of services that Ramsey County can provide to support youth in the community.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Ramsey County will receive \$64,800 through this agreement. \$60,000 will be distributed to students via Visa gift cards and \$4,800 will be retained to cover administrative expenses incurred in this project to the Finance department. This project will be administered by the Finance department.

Last Previous Action

None.

Attachments

1. Saint Paul Public Schools Independent Contractor Consulting Agreement

**SAINT PAUL PUBLIC SCHOOLS
INDEPENDENT CONTRACTOR CONSULTING AGREEMENT**

Contract: 22-2159 - Partnership Agreement between ISD 625, SPPS and Ramsey County Operational Support Services pertaining to the Earn as You Learn program

This Saint Paul Public Schools Independent Contractor Consulting Agreement ("**Agreement**") is entered into between Independent School District No. 625, Saint Paul Public Schools (the "**District**"), and the undersigned Consultant, RAMSEY COUNTY WORKFORCE SOLUTIONS ("**Consultant**") effective this 1st day of August, 2022 (the "**Effective Date**"). District and Consultant may be referred to throughout this Agreement as "**Party**" in the singular, and "**Parties**" when both are referenced, as the context requires.

RECITALS:

- A. The District is an independent school district organized under the laws of the State of Minnesota with its principal administrative office located at 360 South Colborne Street, Saint Paul, Minnesota 55102.
- B. Consultant is a political subdivision of the State of Minnesota located at 160 E. Kellogg Blvd., Suite 6700, Saint Paul, MN, 55101 ;
- C. Consultant is engaged principally in the business of strengthen the economic success of our community through personalized and effective workforce development, and possesses particular skills, knowledge, and experience in employment and training services to job seekers and businesses in Ramsey County.;
- D. The District wishes to retain Consultant to provide certain consulting services for District in accordance with the terms and conditions of this Agreement; and
- E. Consultant wishes to be retained by the District to provide such consulting services in accordance with the terms and conditions of this Agreement.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. **Notice to Consultant.** No contract with the District shall be effective until it has been executed by the person(s) authorized and required to sign the Agreement pursuant to the District's Contract Signature Authority Matrix, as may be amended and in effect at the time of contracting. All contracts with a total dollar value of \$175,000.00 or more require the approval of the District's Board of Education ("**BOE**") before such contract shall be effective and binding on the District. Signature by authorized District representatives and BOE approval, when required, shall be conditions precedent to the lawful formation of this Agreement.
- 2. **Scope of Consulting Services.** The District shall retain Consultant to perform professional consulting services for the District pursuant to scope and description of the services set forth in the attached as **Exhibit A** to this Agreement (the "**Consulting Services**"). Except as expressly authorized by the District in a writing, signed by a person with express authorization to do so, Consultant shall not exceed the scope of the Consulting Services.
- 3. **Effort and Supervision.** Consultant will devote that effort Consultant determines necessary to effectively perform the Consulting Services rendered under this Agreement. Consultant shall fulfill Consultant's responsibilities under this Agreement independent of direct day-to-day supervision by the District. Consultant shall apply Consultant's independent discretion and

judgment in rendering the Consulting Services under this Agreement.

4. **Criminal Background Checks.** Consultant shall, at Consultant's expense, conduct national criminal background checks for all its employees, contractors, staff members, or agents ("**Consultant Personnel**") who will have contact with the District's students during Consultant's performance of this Agreement. Any conviction appearing on a criminal background check must be presented by mail or courier to the Executive Director of Human Resources for the District. The Consultant shall include the following information on company letterhead: (i) the name of the Consultant Personnel; (ii) the proposed work assignment; (iii) proposed work location; (iv) the contact person for the Consultant; and (v) a copy of the background report. The District's Executive Director of Human Resources will review the criminal background report and make the final decision as to whether or not the Consultant Personnel in question will be allowed to provide service to the District under this Agreement. Before such Consultant Personnel is allowed to perform service under this Agreement, Consultant must receive written approval from the District's Executive Director of Human Resources.
5. **Non-exclusivity.** The District shall have no right to Consultant's exclusive services and both the District and Consultant shall have the right to contract with others.
6. **Compensation and Invoicing.**

6.1 Method. As compensation for services provided by Consultant under this Agreement, the District shall pay:

A lump sum or flat fee payment in the total amount of **\$64,800.00** ("Fee Limit"). The District shall have no obligation to pay any amount billed in excess of the Fee Limit without written authorization signed by a District representative with express authorization to do so. In the event that Consultant anticipates that completing the Consulting Services will require work resulting in payment exceeding the Fee Limit, Consultant shall provide written notice to SPPS via letter, fax, or e-mail as soon as practicable. Consultant shall receive payment of lump sum or flat fee, upon the receipt of a valid invoice required by Section 6.2, as follows:

- **\$60000** on 8/2/2022 following the receipt of $\$300 \times 200$ students = \$60,000 (cost of stipends; they will be processed by Ramsey County) ;
- **\$4800** on 8/2/2022 following the receipt of 8% administrative fee = \$4,800 (admin fee for processing stipends (prepaid cards) ;
- **\$0** on 9/2/2022 following the receipt of See further details of Program Parameters in Exhibit B. To the extent that Exhibit B conflicts with this Consulting Agreement, the terms of the Consulting Agreement supersede the terms of Exhibit B.;

6.2 Invoicing. As a condition of the payment, Consultant shall submit invoices to the District containing the following information: (i) the complete legal name and principal executive office address of the Consultant; (ii) the invoice number and date; (iii) the District's purchase order number; (iv) a breakdown for each person or contractor performing work for which the Consultant seeks compensation from the District ("**Timekeeper**"), which sets forth the date, hours worked, per hour rate, and description of work performed by each Timekeeper (regardless of the whether the compensation method under Section 6.1 is per hour or lump sum or flat fee); and (v) a description of any materials, goods, equipment, licenses, or other deliverables provided to the District as part of the Consulting Services. An invoice containing all the information identified in (i)-(v) of this Section shall be considered valid and complete. All valid and complete invoices shall be paid within thirty five (35) days after receipt by the District.

7. **Taxes.** Consultant is responsible for paying all federal, state, and local income taxes in connection with all payments received from the District under this Agreement. The District shall have no responsibility to withhold, contribute, or pay federal, state, or local income, social security, F.I.C.A., Medicare, federal healthcare, payroll, unemployment compensation, or other taxes in connection with payments made to Consultant under this Agreement. The District shall report amounts paid to Consultant under this Agreement on IRS Form 1099. Consultant agrees to report for tax purposes to the appropriate federal, state, and local tax authorities all income received from the District under this Agreement and otherwise to comply with all federal, state, and local income tax reporting requirements in connection with its business relationship with the District.
8. **Expenses.** Consultant shall be responsible for all expenses incurred while performing Consulting Services under this Agreement, including but not limited to, the cost of providing offices and facilities, license and permit fees, meals, travel expenses, lodging, entertainment, computers, software, electronic devices, tools and equipment, printers, internet connection, e-mail service, telephones, office supplies, materials, staff, insurance premiums, including but not limited to workers' compensation, business liability, automobile, medical, disability and life insurance, items of general business overhead associated with operating Consultant's business, and all other expenses incurred by Consultant in the course of performing Consulting Services.
9. **Risk of Loss or Damage.** The District shall be relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation. Upon delivery in a reasonable time, the District will inspect the goods and/or equipment for physical damage to the goods and/or equipment. If there is physical damage to the goods and/or equipment, the District will notify the Consultant within thirty (30) days and make arrangements, at Consultant's expense, for the return of the damaged goods and/or equipment, of which Consultant is required to replace within two (2) to five (5) days with the identical or reasonably acceptable substitute of the goods and/or equipment or, at the District's option, fully refund of the cost of the damages goods and/or equipment.
10. **Independent Contractor.** The Parties enter into this Agreement as, and shall continue to be, independent contractors. Each Party shall act in accordance with this status and shall not, nor shall its employees or representatives, hold itself out as an employee or agent of the other Party. Under no circumstances shall either Party or their respective employees or agents look to the other Party as their employer, or as a partner, agent, or principal. Nothing in this Agreement shall be construed to constitute Consultant as the partner, employee, or agent of the District nor does either Party have authority to bind the other in any respect. Consultant has no authority to incur debts or obligations on behalf of the District or to obligate District to otherwise pay any monies. Consultant shall not make any representations, express or implied, that Consultant has any authority to act for or to bind the District in any way.
11. **Worker's Compensation.** Consultant agrees that the District is not responsible for providing and will not provide workers' compensation coverage for any injury, death, disease, or occupational injury suffered by Consultant or any of its employees or assistants while performing services under this Agreement. To the extent required by applicable law, Consultant shall obtain workers' compensation insurance coverage for Consultant and all employees or assistants retained by Consultant. Consultant and its employees and representatives shall not be entitled to, nor shall they make any claim for, any benefits accorded to the District's employees including workers' compensation.
12. **No Fringe Benefits.** Consultant agrees and acknowledges that Consultant and its employees and assistants are not entitled to any benefits that the District may provide to its own employees such as paid vacations, paid time off, holiday pay, sick leave, health insurance,

dental insurance, life insurance, disability benefits, pension or retirement benefits, or any other employee welfare, pension, or retirement benefits or fringe benefits provided to the District's employees. Consultant, for itself and Consultant's employees and assistants, hereby irrevocably waives the right to receive or participate in such employee benefits.

13. **No Employment Relationship, Partnership, Joint Venture, or Agency.** This Agreement does not create an employment relationship, partnership, or joint venture relationship between the District and Consultant. This Agreement is a contract for services between independent parties. Consultant is not the agent of the District and has no authority to bind the District or act on the District's behalf.
14. **Compliance with Law.** Consultant shall comply with all federal, state, and local laws, rules, regulations, ordinances, decrees, and orders relating to or affecting Consultant's business and the services rendered by Consultant under this Agreement.
15. **Permits; Licenses.** Consultant shall secure and obtain any and all permits, licenses, and consents as may be necessary in connection with Consultant's services under this Agreement.
16. **Insurance.** Consultant is self-funded under the provisions of Minnesota Statutes Chapter 466. Such coverage includes tort liability with limits of liability as defined by this chapter. The coverage afforded under this self-funded program extends to County employees for activities arising out of the course and scope of their employment as defined under Section 466.07. Further, the State of Minnesota designates Ramsey County, or Consultant, as a qualified self-insurer for workers' compensation and motor vehicle liability. Consultant is self-insured for workers' compensation as required by law and for motor vehicle liability for the minimum coverage as required by law. Nothing in this Agreement shall constitute a waiver by the County of any of its statutory or common law immunities, limits, or exceptions on liability.
17. **Material Breach.** Consultant agrees that a breach of any representation, warranty, or obligation contained in this Agreement shall be considered a material breach of this Agreement.
18. **Audit.** Pursuant to Minn. Stat. § 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the Consultant that are relevant to this Agreement are subject to examination by the District and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six (6) years after the end of the Agreement. Consultant agrees to maintain books, documents, and records evidencing work performed for the District and amounts invoiced to and received from the District as compensation for such work. Upon written request of the District, or the District's auditors, Consultant shall provide copies of or access to such books, records, documents, and accounting procedures and practices. The District or the District's auditors will give Consultant reasonable notice in advance (but not less than three (3) business days) of any such audit request.
19. **Indemnification.** Each party shall be responsible for its own acts or omissions in the performance of this Agreement. Accordingly, neither party shall be responsible for the acts or omissions of the other party in connection with this Agreement. Each Parties' liability is governed by the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws.

The obligations of this Section 19.0 are continuing and survive the termination or expiration of this Agreement for any reason.

20. **Intellectual Property.**

20.1 Ownership. Unless expressly provided by this Agreement, each Party acknowledges that it shall not acquire any intellectual property rights under this Agreement in the products, services, or associated materials of the other, and all rights therein are strictly reserved.

20.2 License to Existing Materials and Work Product Delivered to the District.

Consultant shall grant the District a non-assignable, perpetual, royalty free license to any existing materials and work product delivered to the District as part of the Consulting Services, including but limited to original works of authorship, processes, methods, techniques, or other materials.

20.3 Works Made for Hire. Consultant acknowledges that all original works of authorship which have been made or are made by the Consultant (solely or jointly with others) within the scope of the Consultant's Consulting Services and which are protectable by copyright have been created or are being created at the instance of the District and are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. § 101). If such laws are inapplicable or in the event that such works, or any part thereof, are determined by the Copyright Office or a court of competent jurisdiction not to be works made for hire under the United States copyright laws, this Section shall operate as an irrevocable and unconditional assignment by Consultant to the District of all of Consultant's right, title and interest (including, without limitation all rights in and to the copyrights throughout the world, including the right to prepare derivative works and the right to all renewals and extensions) in the works for the copyright term(s).

21. **Representations and Warranties.** During the term of this Agreement, Consultant represents and warrants the following to the District:

- a. Consultant shall provide all services under this Agreement using Consultant's best efforts in a professional and workmanlike manner;
- b. Consultant shall exercise his, her, or its best judgment and professional expertise in providing services to the District under this Agreement;
- c. Consultant has the qualifications and ability to perform the Consulting Services in a professional manner, without the advice, control, or supervision of the District;
- d. Consultant has the requisite education, licenses, and experience described in Consultant's resume or otherwise disclosed by Consultant to the District in connection with any proposal submitted to the District;
- e. Consultant shall be truthful and accurate in all invoices, billings, applications, or requests for payment to the District;
- f. Consultant will comply with all applicable international, federal, state, and local laws, rules, regulations, ordinances, decrees, and orders relating to its services or products;
- g. Consultant's performance of services under this Agreement do not and will not violate any applicable proprietary or other rights of any third party; or
- h. The Consulting Services shall be original, and that no portion of any resulting work product, its use, or distribution, will violate any patent, copyright, trade secret, or similar proprietary right of any third party.

22. **Minnesota Government Data Practices Act Compliance.** The Parties agree that data created, collected, received, stored, used, maintained, or disseminated during the provision of the Consulting Services may be governed by the Minnesota Government Data Practices Act and that the Parties shall comply with any obligations thereunder. In the event Consultant receives a request to release the data referred to in this Section, the Consultant must promptly notify the District. The District will give Consultant instructions concerning the release of the data to the requesting party before the data is released. The Parties acknowledge that civil remedies of Minn. Stat. § 13.08 apply to the release of the data by either Consultant or the District. Unless otherwise specified in this Agreement, the District will not disclose to Consultant any private educational data until the District and Consultant enter into a separate data-sharing agreement regarding such disclosure.

23. **Debarment.** Consultant certifies that neither Consultant nor its principals are presently debarred or suspended by the federal or state government, or any of their departments, commissions, agencies, or political subdivisions. Consultant's certification is a material

representation upon which this Agreement was based. Consultant shall provide immediate written notice to the District if, at any time, it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances. Debarment either at the time of entering into this Agreement or subsequent to its execution is grounds for immediate termination of the Contract.

24. **Nonvisual Access Standards.** Pursuant to Minn. Stat. § 16C.145, Consultant shall comply with the following nonvisual technology access standards: a) that the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means; b) that the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact; c) that nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and, d) that the nonvisual access technology must have the capability of providing equivalent access by the nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. These standards are not applicable for installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.
25. **IT Accessibility Standards.** Consultant acknowledges and is fully aware of the accessibility requirements of Minnesota Statutes section 16E.03 and the State of Minnesota Accessibility Standards that incorporate both Section 508 of the Rehabilitation Act and Web Content Accessibility Guidelines 2.0 level 'AA'. The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. For all websites, training or any of the technologies made available through this Agreement, the Consultant agrees to ensure functionality, which supports accessibility. If commercially available and upon request, the Consultant is to furnish a Voluntary Product Accessibility Template (VPAT) for product available under this Agreement.
26. **Termination.** This Agreement shall remain in full force and effect from the Effective Date until terminated as follows:
 - a. at any time upon the mutual written consent of the Parties;
 - b. by either Party by giving thirty (30) days' prior written notice to the other Party;
 - c. by either Party following ten (10) days after written notice of material breach and opportunity to cure, provided the breaching party has not sufficiently cured the noticed material breach within the ten (10) day period;
 - d. upon the completion of the Consulting Services in a manner that is satisfactory to the District;
 - e. immediately upon Consultant's debarment pursuant to Section 23.0; or
 - f. the expiration of the term, if any, set forth in **Exhibit A.**
27. **No Liability for Termination.** The rights of termination provided in Sections 26.0 and 28.0 of this Agreement are absolute and the Party terminating in accordance with such Sections shall not be liable to the other for damages of any kind, including but not limited to, incidental, consequential, special, exemplary, or punitive damages; damages for loss of prospective business or loss of continuing business; lost profits; or damages which otherwise arise due to a termination in accordance with the provisions of this Section. This does not relieve either Party, however, from actual damages caused by its breaches of this Agreement, and any and all surviving obligations under this Agreement.
28. **Force Majeure.** In the event of a "Force Majeure Event", as defined below, the District shall have the option to either (i) temporarily suspend its performance or the performance of Consultant or (ii) immediately terminate this Agreement. The District shall not be liable to the Consultant for damages relating to or arising from the exercise of its rights in this Section. Force Majeure Event shall mean: (a) an act of war (whether declared or not),

hostilities, invasion, act of foreign enemies, insurrection, rebellion, civil war, terrorism, riot, or civil disturbance or disorder, (b) wildfire, chemical or radioactive contamination or ionising radiation, earthquakes, lightning strikes, tornadoes, cyclones, hurricanes, volcanic activity or eruption, floods, landslide, droughts or such other extreme weather or environmental conditions, unanticipated geological or ground conditions, epidemic, pandemic, or plague, famine, or other extreme natural calamities; (c) fire, explosions, accidents, structural collapse, or other event beyond or outside the control of the District affecting District operations or buildings; or (d) strikes (whether legal or illegal), lockouts, work stoppages or slow downs, or other labor disputes or disruptions.

29. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision contained in this Agreement, or the application thereof, shall be held illegal, invalid, or unenforceable, this Agreement will be interpreted and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement and there will be added, as part of this Agreement, a provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, and enforceable under applicable law. In such event, the remaining provisions of this Agreement will remain in full force and effect.
30. **Entire Agreement.** This Agreement and its expressly identified Exhibits constitute the complete and final agreement between the Parties concerning its subject matter, and supersede all prior negotiations, agreements, and understandings between the Parties concerning its subject matter. No waiver, amendment, or modification of this Agreement shall be effective unless in writing and signed by the party against whom the waiver, amendment, or modification is sought to be enforced.
31. **Assignment.** A Party shall not assign any rights or obligations under this Agreement without the prior written consent of the other Party and any purported or attempted assignment shall be void *ab initio*.
32. **Construction.** This Agreement shall be construed as having been negotiated and jointly drafted by the Parties through "arms-length" negotiations, and shall not be construed against either Party based upon either Party being deemed the drafter of the Agreement or being deemed the Party with superior economic power or sophistication.
33. **Governing Law; Venue.** The validity, interpretation, construction, performance, breach, enforcement, and remedies of or relating to this Agreement, and the rights and obligations of the Parties to this Agreement, shall be governed and construed in all respects by the substantive laws of the State of Minnesota (without regard to the conflicts of laws principles of Minnesota or any other jurisdiction that might result in the application of other law). The Parties agree that all disputes regarding the validity, interpretation, construction, performance, breach, enforcement, and remedies of or relating to this Agreement may be brought in the state courts situated in the County of Ramsey, State of Minnesota or the federal court situated in the District of Minnesota (the "**Minnesota Courts**"). The Parties consent and submit to the personal jurisdiction of the Minnesota Courts, hereby waive any objections they may otherwise have to personal jurisdiction or venue in the Minnesota Courts, agree that the Minnesota Courts are a convenient forum for the resolution of any disputes arising under this Agreement.

[Signature Pages Immediately Follow]

ACCEPTED AND AGREED by the parties as of the Effective Date.

DISTRICT:

Independent School District No. 625, Saint Paul Public Schools

(Please note signature authority by dollar amounts)

_____	_____	_____
<i>Saint Paul Public Schools</i>	<i>Title</i>	<i>Date</i>
<i>Above signature required for contracts to \$174,999.99.</i>		
<i>REQUIRED for Contracts from \$3,500.00 for Schools/\$5,000.00 for Departments/Programs to \$174,999.99, and requires District issued Purchase Order.</i>		
<i><u>Valid Signatories Only:</u></i>		
<i>Superintendent, Chief Financial Officer, Controller or Purchasing Manager (or formal designee).</i>		
<i>Or any valid signatories listed in box below</i>		

_____	_____	_____
<i>Saint Paul Public Schools</i>	<i>Title</i>	<i>Date</i>
<i>Above Signature required for any contract over \$175,000.00</i>		
<i>REQUIRED for all Contracts \$175,000.00 and over, also requires District Issued Purchase Order.</i>		
<i>Board Approval, (attach Board Agenda Item) list Board Agenda Date: _____</i>		
<i><u>Valid Signatories Only:</u></i>		
<i>Board Chair or Superintendent (or Designee as outlined on Board Agenda Item (attached)), Chief Financial Officer, Controller, or Purchasing Manager</i>		

CONSULTANT:

Company Name (if Applicable) RAMSEY COUNTY WORKFORCE SOLUTIONS

_____	_____	_____
<i>Consultant Signature</i>	<i>Title</i>	<i>Date</i>

<i>Consultant Printed Name</i>		

<i>Federal Tax ID# or Social Security Number - Attach W-9 (Mandatory in order to process payment)</i>		
<u>651-226-2032</u>		
<i>Phone Number (include area code)</i>	_____	
	<i>Fax Number (include area code)</i>	

<i>Email Address</i>		

EXHIBIT A
TO
SAINT PAUL PUBLIC SCHOOLS
INDEPENDENT CONTRACTOR CONSULTING AGREEMENT

Description of Consulting Services

Primary District Contact Breanna Galuska, Coun on Spec Assign 10 month
Phone: 651/744-6060
E-mail: breanna.galuska@spps.org

Primary Consultant Contact: Tara Bach, Director - Operational Support Services
Phone: 651-226-2032
E-mail: 651-266-2032

Purpose of Consulting Agreement:

This agreement outlines the mutual goals, expectations, and logistics for the site- or department-based partnership between SPPS Office of College and Career Readiness and Ramsey County Operational Support Services pertaining to the Earn as You Learn program. The term of agreement begins on August 1, 2022 and ends on December 31, 2022. See Exhibit B for details.

Work Location(s):

Vendor site

Contract Term:

8/1/2022 to 12 /31 /2022

Deliverables:

Identified Deliverables	Deliverables Schedule
\$300 x 200 students = \$60,000 (cost of stipends; they will be processed by Ramsey County)	8/2/2022
8% administrative fee = \$4,800 (admin fee for processing stipends (prepaid cards)	282/2022
See further details of Program Parameters in Exhibit B To the extent that Exhibit B conflicts with this Consulting Agreement, the terms of the Consulting Agreement supersede the terms of Exhibit B.	9/2/2022

Exhibit B: SPPS/Partner Program Parameters Agreement

1. Purpose Of Agreement

This agreement outlines the mutual goals, expectations, and logistics for the site- or department-based partnership between SPPS Office of College and Career Readiness and Ramsey County Operational Support Services pertaining to the Earn as You Learn program. The term of agreement begins on August 1, 2022 and ends on December 31, 2022.

In the event of a conflict or ambiguity between the terms of this exhibit and the terms of the Agreement, the Agreement shall control and prevail in all respects.

2. Goals And Outcomes

School Priorities (SCIP and SPPS Achieves)

This programming aligns with the District's long-term outcome of preparing all graduates for college, career and life.

This partnership will meet the District strategic plan goal of alignment. Specifically, the goal of supporting partnerships to meet the needs of our students, in a sustained fashion over multiple years.

Agency Mission (Ramsey County Workforce Solutions)

Mission

To strengthen the economic success of our community through personalized and effective workforce development.

Vision

We are a world-class leader in the business of building the economic success of individuals and employers. We are driven by our customers' needs, by the pursuit of excellence, the use of best practices and respect for all.

Target Partnership Outcomes

To provide processing and payroll support for student stipends in the Earn as You Learn program

3. Program Description

1. Short Description of Services (include cost/budget):

SPPS tracks completion of Earn as You Learn program components.
SPPS provides a list of students who have successfully completed Earn as You Learn. Students will earn \$300 for successful completion of the program.
Ramsey County Workforce Solutions (Accounting) processes stipends (prepaid cards). Ramsey County provides prepaid cards to SPPS OCCR staff.
SPPS OCCR validates students' successful completion and issues the stipends to students. Students must show a student ID card/ID and sign off when they receive a stipend. SPPS will document which stipend (prepaid card) is provided to which student.

*This is an exhibit subject to the requirements of the consulting agreement.

SPPS to pay:

\$300 x 200 students = \$60,000 (cost of stipends; they will be processed by Ramsey County)

8% administrative fee = \$4,800 (admin fee for processing stipends (prepaid cards))

2. Student Eligibility Requirements:

SPPS students in grades 9-12th in Fall 2021. Students will be accepted into the program on a first-come, first served basis.

3. Target # of Students/Families Served:

Up to 200 students

4. Program/Service Start Date: August 1, 2022

5. Program/Service End Date: December 31, 2022

6. Daily Schedule (days and hours):

NA

7. Outreach and Recruitment Plan:

Students will be recruited by SPPS staff.

8. Relevant Experience of Staff:

Earn as You Learn is operated by the SPPS Office of College and Career Readiness
The Accounting Department at Ramsey County Workforce Solutions will provide the expertise and support needed to issue stipends.

9. Discuss Shared Hiring/Supervision of Staff where appropriate:

NA - SPPS and Ramsey County is responsible for the hiring, supervision, and HR documents of their own staff members.

10. Substitute Policy for Staff Absences:

NA

4. Site-based Logistics

The school/department will provide the partner agency with the following:

- ☐ Adequate and appropriate space¹ to provide services

¹ Please refer to SPPS permit and leasing process for any dedicated space agreements, and for community-use permits for non-school sponsored events.

*This is an exhibit subject to the requirements of the consulting agreement.

- ☐ List rooms and/or office space, if applicable:
- ☐ Technology:
 - ☐ Phone (hardware and dedicated phone number)
 - ☐ Internet access (WiFi and/or wired)
 - ☐ Copier access
- ☐ Mailbox in Main Office
- ☐ Inclusion in Classroom Announcements and/or School Newsletter
- ☐ Space in hallways, on walls, bulletin boards, displays, resource areas
- ☐ Equipment
 - ☐ please list:
- ☐ Custodial services (notify the partner agency of any changes in provision and availability of custodial services as soon as reasonably possible)
- ☐ SPPS ID Badge
- ☐ Key and/or card access to building
 - ☐ List days and hours, if applicable:
- ☐ School and district calendars
- ☐ Other:

The partner will provide the school/department with the following:

- ☐ Administration and fiscal oversight of the program or service
- ☐ Sign in & out at the main office
 - ☐ Details for sign-in & out procedures:
- ☐ Share responsibility for hiring, and supervising when appropriate, all program team members
- ☐ Avoid pulling students out of core classes, whenever possible, to minimize impact on class participation, unless specifically identified as an accepted intervention strategy.
- ☐ Notify school promptly if program sessions need to be cancelled.
- ☐ Other:

5. Collaboration And Communication

Partner and School agree to maintain ongoing, consistent communication using these preferred methods:

Regular meetings, phone calls, and email as needed

Student support team(s) Participation - choose one of the following ways the partner will participate:

- ☐ Partner staff will attend team meetings regularly
 - ☐ Please list day and time:
- ☐ Partner staff will not attend team meetings regularly but will utilize established referral protocols for students in need of support, outlined here:

NA - Ramsey County WFS Accounting will issue stipends.

- ☐ Partner staff will participate in school structures that strengthen collaboration and programming. For example, partner meetings, staff meetings or school teams
 - ☐ Please list appropriate meetings, days and times:

*This is an exhibit subject to the requirements of the consulting agreement.

- ☐ Partner and School agree to communicate concerns and problem solve collaboratively to resolve issues in a timely manner by:

Ongoing meetings, phone calls, and emails

- ☐ Other:

6. Data And Shared Accountability

How will the partner and school/district evaluate the outcomes of the partnership?

Please list the form and frequency of the schoolwide, summary reports provided by the school or department to the partner agency using SPPS measures and metrics:

None

Please list the form and frequency of the reports provided by partner to the school or department:

Student participant data needed to issue stipends

School/department will provide² the following student data to partner, in accordance with and to the extent allowed by FERPA and other federal and state law. Please list what specific data is requested, when and how often it will be needed, and who is responsible for delivering it:

Requests will be made through SPPS OCCR to SPPS Research Evaluation and Assessment. At this point, no further data are needed.

- ☐ Partner agrees to submit service/participation data as requested by school or department
- ☐ Partner agrees to complete the annual partnership assessment survey as requested
- ☐ Other:

7. District Minimum Partner Requirements (Check all that apply)

Prior to entering schools, the SPPS Board of Education requires the following items, in accordance with Minnesota law and District policy. Once the requirements are completed, eligible partners are added to our Approved Partners List. Please email aquanetta.anderson@spps.org for more information.

- ☐ Register/update the Community Partnerships Database at least annually, or when information changes
- ☐ Formal, executed agreement with SPPS (Professional Services Contract or MOU)
- ☐ Updated Parameters Agreement annually, for MOU/Contract terms greater than one year
- ☐ Assurances and required documents included in formal agreement process:

² Remember that sharing any personally identifiable student data requires either an SPPS data sharing agreement as part of the executed MOU/Contract or a rigorous process for gathering and maintaining parent consent to release information

*This is an exhibit subject to the requirements of the consulting agreement.

- ☐ Criminal Background Checks for all on-site workers and volunteers completed according to SPPS guidelines (Ramsey County and SPPS will each handle the HR, payroll, and background checks for their respective staff members.)
- ☐ Insurance Coverage:
 - ☐ General Liability Insurance (\$1 Million in coverage)
 - ☐ Workers' Compensation Liability Insurance (*Applies to Partner with employees only; \$1 Million in coverage)

8. Staffing and Contact Information

The program is staffed on-site by (Please include name, title, days/times on-site, contact information, and an emergency contact for all staff and volunteers, attach roster or below):

Administrative Contact Information for Both Parties

School or Department Administrator

[Bre Galuska](#)
breanna.galuska@spps.org
 1780 W 7th Street
 St. Paul, MN 55116

Partner Organization Administrator

Ling Becker (Director Workforce Solutions)
 Workforce Solutions | *Economic Growth and Community Investment*
 O: 651-266-6001 | C: 651-485-9532
 160 E. Kellogg Blvd., Suite 6700, Saint Paul, MN 55101

School or Department On-Site/Day-to-day Representative (if different from above)

Hannah Chan
Hannah.Chan@spps.org
 1780 W 7th Street
 St. Paul, MN 55116

Partner On-Site/Day-to-day Representative (if different from above)

Tara Bach
 Director - Operational Support Services
 Finance | *Strategic Team*
 651-266-2032
 121 7th Pl E, St. Paul, MN 55101

District Contacts/Partnerships Office Representative:

Breanna Galuska, Partnership Specialist
breanna.galuska@spps.org
 1780 W 7th
 St Paul, MN 55116
 Cell: 651-336-0925

*This is an exhibit subject to the requirements of the consulting agreement.

Board of Commissioners

Request for Board Action

Item Number: 2022-396

Meeting Date: 8/2/2022

Sponsor: Finance

Title
Funding for County Priorities

Recommendation

1. Approve funding and related transfers of \$5,150,000 for the following county priorities
 - a. \$1,000,000 in a project for investigations budgeted in the Compliance and Ethics division of the County Manager's Office.
 - b. \$500,000 to replenish capital funds reallocated for operating expenses in 2021.
 - c. \$150,000 for critical county systems in Information Services.
 - d. \$500,000 for tax system software maintenance in Property Tax, Records, and Election Services.
 - e. \$2,000,000 for the Information Technology Portfolio and the Technology Governance Committee in Information Services.
 - f. \$1,000,000 to support space consolidation efforts in Community Corrections.
2. Authorize the County Manager to account for the investigations funding listed above as a project budget in the Compliance and Ethics division of the County Manager's Office.
3. Authorize the County Manager to enter into agreements, execute change orders and amendments to agreements in accordance with the county's procurement policies, provided the amounts are within the limits of funding.

Background and Rationale

At the end of 2021, the county had an approximately \$9 million positive variance of appropriations versus actual spending and revenue in the county levy funds. This funding fell to the general fund fund balance at the end of the year. After review of these funds various one-time, high priority items were identified as critical needs to fund with the year-end positive variance.

- **\$1 million for investigations.** There is currently no dedicated budget for investigations. As a result, investigations are not always completed due to funding restrictions. Allocating this funding to a project will create a source of funds for several years, alleviating annual budget pressures to fund this work.
- **\$500,000 for public works capital.** Revenues in the Public Works department came in more favorably than anticipated, leading to a large positive variance on the operations side for the department. This action allows some of this positive variance to be used to replenish funds reallocated from the capital budget in 2021.
- **\$150,000 for critical county systems.** Funding is needed to facilitate and support the critical county systems program run by the capability teams throughout the enterprise. Funding will be used to support small initiatives that the individual teams may require to support a product and to provide level one support to address issues. It could also fund a technical resource for a particular business area, or to assist in creating interfaces to other software packages if/when needed.
- **\$500,000 for tax system software maintenance.** Funding is also allocated for software maintenance costs in Property Tax, Records, and Election Services. The department does not have funding for this maintenance in their operating budget and would need to make service reductions to accommodate

these costs.

- **\$2 million for Information Technology Portfolio / Technology Governance Committee.** Funds are allocated to support the Information Technology Portfolio. This funding will be governed by the Technology Governance Committee and support critical, countywide Information Services needs.
- **\$1 million for community corrections space consolidation.** This funding will allow the Community Corrections department to consolidate space in Metro Square, supporting the county's continued commitment to reducing our physical footprint.

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

While funding these high priority items will further the work of the county broadly, including supporting racial equity ideals and goals, there is no direct racial equity impact of this action.

Community Participation Level and Impact

Community will be informed of these funding choices and the work enabled by this funding, but there is no direct community engagement associated with this action.

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

This action would approve the use of over \$5 million of the county's general fund fund balance. The year-end 2021 unassigned fund balance is \$169.3 million, which represents 3.8 months of operating expenses. This change would result in having 3.7 months of operating expenses on hand, still above our fund balance minimum of two months.

All funding is one-time and would not commit the county to expenditures in future years.

Last Previous Action

None.

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2022-401

Meeting Date: 8/2/2022

Sponsor: Economic Growth and Community Investment

Title

Proposed Property Management Department Ordinance

Recommendation

Adopt the Proposed Property Management Department Ordinance.

Background and Rationale

Property Management has functioned as a county department for decades, originally structured as a line division of the County Manager's Office, under the direction and supervision of the County Manager.

In 2021, as part of a broad effort to improve policy management and compliance, the County Manager's Office coordinated a comprehensive review of county policy documents, including the Administrative Code. This review identified ambiguous language referring to Property Management as both a division and a department within the Economic Growth and Community Investment (EGCI) Service Team. This ordinance is necessary to establish and structure the Property Management department as part of EGCI.

The Ramsey County Home Rule Charter section 5.01.A.1 requires that certain acts of the Ramsey County Board shall be by ordinance, including: "Establish, structure, merge or abolish any county department, office, agenda, board or commissions, except as provided for in this charter."

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

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

Community Participation Level and Impact

This proposed action had no community participation. On June 28, 2022, the Ramsey County Board held a public hearing and there were no public testimonies.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

There is no fiscal impact associated with the proposed action.

Last Previous Action

On July 19, 2022, the Ramsey County Board waived the second reading and held the public hearing for the proposed Property Management Department ordinance (Resolution B2022-175).

On June 28, 2022, the Ramsey County Board waived the first reading and set the public hearing date for the proposed Property Management Department ordinance (Resolution B2022-149).

Attachments

1. Proposed Property Management Department Ordinance
2. Proposed Schedule of Events

PROPOSED ORDINANCE

An ordinance requiring the establishment of the Property Management Department

WHEREAS, The property management function resides in the Economic Growth and Community Investment Service Team, having previously been established as a Line Division of the County Manager's Office under the supervision and direction of the County Manager; and

WHEREAS, The establishment of Property Management as a department within the Economic Growth and Community Investment Service Team will formalize a de facto organizational structure, including budget and Full-Time Equivalents; and

WHEREAS, The County Board has determined that it would be in the best interests of the County to establish the Property Management Department within the Economic Growth and Community Investment Service Team; and

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

ORDAINED, The Ramsey County Board of Commissioners approves the establishment of the Property Management Department within the Economic Growth and Community Investment Service Team.

PROPOSED SCHEDULE OF EVENTS

June 28, 2022	First Reading of Ordinance Set Date for Public Hearing
July 6, 2022	Publication of Public Hearing Notice
July 19, 2022	Second Reading of Ordinance Hold Public Hearing
August 2, 2022	Action on Adoption of Ordinance
September 8, 2022	Effective date of Ordinance (45-day referendum period ends)

Board of Commissioners

Request for Board Action

Item Number: 2022-408

Meeting Date: 8/2/2022

Sponsor: Community & Economic Development

Title

Presentation: RiversEdge Update

Recommendation

None. For information and discussion only.

Background and Rationale

RiversEdge is an innovative public-private project that will create jobs, revitalize our capital city's historic riverfront and expand public access to one of Minnesota's greatest natural resources - the Mississippi River. The interwoven pieces of public park, office space and housing can position the region as a place where Minnesotans want to stay and where professionals from around the country want to move.

AECOM, the chosen developer has proposed a nearly \$800 million development that represents a once-in-a-century opportunity to transform an urban tract of land into a welcoming, mixed-use experience for all Minnesotans. The first of four towers is slated to include residential housing, with future spaces programmable based on market-driven demand. The development will bring a significant influx of long-term residents to downtown Saint Paul, who will be within walking distance of locally owned shops, restaurants, performing arts centers, higher education institutions and places of worship.

Attachments

1.Presentation

RiversEdge Update

County Board Update
August 2, 2022

Sponsors

Ryan O'Connor, County Manager
Johanna Berg, Deputy County Manager, Economic Growth and Community Investment

County Project Team

Kari Collins, Director, Community & Economic Development (CED)
Josh Olson, CED
Rick Howden, CED
Amy Schmidt, County Attorney's Office
Alex Kotze, Chief Financial Officer
Allison Winter, Communications
Jennifer O'Rourke, Government Relations

AECOM Team

Bane Gaiser, Managing Principal
Courtney Bragg, Project Manager

Project Goals: Maximize Development, Expand Tax Base, Create Jobs, Enhance Vitality, and Connect to the River.



8 acres
of new public realm

\$788,000,000+ Development

\$15,000,000+ Anticipated annual
property tax revenue

5000+
Jobs Created

Bold | Beautiful | Connected | Welcoming | Accessible to All

Park at RiversEdge

Public Realm

Eight acres of riverfront oriented public space

A new terraced connection over rail tracks and Shepard Rd.

A vibrant and active 18 hours day / 4 seasons public space

A welcoming and accessible space for all that celebrates the natural and cultural asset of the Mississippi River





Integrated and coordinated into a set of projects that continues Saint Paul's connection to the river

Riversedge

River Balcony


Lower Landing Park →

Upper Landing Park

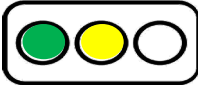
Assessment of Project Feasibility

Public Realm & Private Development

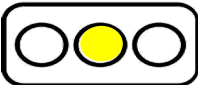
- Market Feasibility




Office: Increasing new demand is driving new construction, but overall market remains mixed
Residential: St Paul continues growth trends with new supply and rental growth, closing gap with Minneapolis
- Regulatory Feasibility



Formal processes to commence; engagement with the City and railroads remains positive.
- Financial Feasibility



Will seek direction from Board of Commissioners at Closed Session.
- Legislative Feasibility



Legislative session ended without passage of bonding bill, among other items.

2022 Legislative Session Overview

- \$26 million request
- **SF 2022:** Pappas
- **HF 2467:** Mariani (not seeking another term)
- No bonding bill passed either legislative body
- Continues to leaves financial gap for full build-out of public realm (Park at Rivers**Edge**)

Market Outlook

- Office – Source: JLL, Avison Young
 - **Outlook: Increasing new demand is driving new construction, but overall market remains mixed**
 - Economic trends signal **positive movement** – Twin Cities unemployment low with **strong job growth**
 - Outlook shows **significant tenant demand** outlook (2.3 million sf)
 - 12 million sf of office proposed or under construction with more moving forward based on **better outlook**. RiversEdge is only one in St Paul.
 - Downtown vacancy remains elevated in St Paul at 15-18%, but no major transactions and no new construction.
- Multifamily Residential – Source: CoStar, New
 - **Outlook: St Paul continues growth trends with new supply and rental growth, closing gap with Minneapolis**
 - Downtown St Paul added over 700 multifamily units since 2019, **~25% growth**, outpacing Minneapolis (14%) and the overall Twin Cities Metro (11%)
 - Rents in St Paul rose ~10% in 2021 and another 3% Year to Date 2022, **outpacing Minneapolis**
 - High quality new projects have achieved **higher asking rents** (\$2.6 - \$2.75 / square foot)
 - No high rise apartment projects in St Paul
 - The Saint Paul Rent Stabilization Stakeholders Group recommended a 15-year exemption for new construction for the Mayor and City Council to deliberate further.

Railroad Update

- Establishment of South Boundary Property Line
 - Third party legal counsel engaged (Cozen O'Connor)
 - Registration process to establish property boundary
 - Ongoing meetings with Canadian Pacific (CP) & Union Pacific (UP)
- Design and Engineering Update
 - Conceptual plans accepted
 - CP third party nearing completion

Railroad Update

- Immediate next steps
 - AECOM to incorporate CP comments into design
 - These are minor edits to the current plan for finalization. The outstanding comments pertain to the next phase of design, which provides more details including items such as utility relocation.
 - Negotiations with real estate teams
 - To finalize easement to allow construction of public realm

Scope of Phase 1



Near Term Project Steps

- Finalize South Boundary Property Line
- Work with railroad real estate team to secure all necessary agreements with railroads for connection to river
- Finalize and Execute Purchase and Development Agreement
- Initiate environmental and regulatory processes (AECOM)
- Continue collaboration with Great River Passage Conservancy (River Balcony) and the City of Saint Paul on the River Balcony
- Solidify project financing
- Design & Construction



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