Board of Commissioners Agenda

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

September 20, 2022 - 9 a.m. **Council Chambers - Courthouse Room 300**

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. Agenda of September 20, 2022 is Presented for Approval 2022-334

Sponsors: County Manager's Office

Approve the agenda of September 20, 2022.

2. Minutes from September 6, 2022 are Presented for Approval 2022-335

Sponsors: County Manager's Office

Approve the September 6, 2022 Minutes.

PROCLAMATION

3. Proclamation: Hispanic Heritage Month 2022-467

Sponsors: Human Resources

ADMINISTRATIVE ITEMS

4. Terms of Collective Bargaining Agreement with Teamsters 320 Correctional Officers I & II for the years 2022, 2023 and 2024 2022-479

Sponsors: Human Resources

1. Approve the terms of the collective bargaining agreement with Teamsters 320 Correctional Officers I and II for the years 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreement.

5. Terms of Collective Bargaining Agreement with Teamsters 320 Probation Officers for the years 2022, 2023 and 2024 2022-480

Sponsors: Human Resources

1. Approve the terms of the collective bargaining agreement with Teamsters 320 Probation Officers for the years 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreement.

6. Grant Award from Minnesota Department of Veterans Affairs for County Veterans Service Office Operational Enhancement Grant Program 2022-481

Sponsors: Veterans Services

1. Ratify the submission of the grant application to the Minnesota Department of Veterans Affairs in the amount of $22,500 for County Veterans Service Office Operational Enhancement Grant Program.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Veterans Affairs for County Veterans Service Office Operational Enhancement Grant Program for the period of July 1, 2022 through June 30, 2023 in the amount of $22,500.
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.

7. Lease Agreement with Frogtown Curling Club for Biff Adams Arena 2022-448

Sponsors: Parks & Recreation

1. Approve the Lease Agreement with Frogtown Curling Club for the Biff Adams Arena,473 Western Avenue North in Saint Paul, Minnesota, 55103, for the period of September 20, 2022 through June 30, 2032 with the option to renew for one additional five-year period in the amount of $274,800.
2. Authorize the Chair and Chief Clerk to execute the Lease Agreement.

8. Cooperative Agreement with the City of Saint Paul for Winter Recreation Operations 2022-496

Sponsors: Parks & Recreation

1. Approve the Cooperative Agreement with the city of Saint Paul, 15 West Kellogg Boulevard, Saint Paul, MN 55102 for a joint ski pass system and shared use of the Battle Creek Recreation center for the period of September 1, 2022, through August 31, 2023.
2. Authorize the Chair and Chief Clerk to execute the cooperative agreement.
3. Authorize the County Manager to renew the cooperative agreement up to four additional one-year terms with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
4. Authorize a one-time payment of $25,000 to the city of Saint Paul to support winter sports programming capital investments at Battle Creek Recreation Center.

9. Joint Powers Agreement with City of Saint Paul Saint Paul for Workforce Services Through American Rescue Plan Act Funds 2022-397

Sponsors: Workforce Solutions

1. Approve the Joint Powers Agreement with the city of Saint Paul for workforce services through American Rescue Plan Act funds.
2. Authorize the Chair and Chief Clerk to execute the agreement.

10. Restructure of Ramsey County Citizens Advisory Council as Community Advisory Council 2022-473

Sponsors: Social Services

1. Repeal Resolutions 79-665, 79-681, 81-698, and 2002-410 regarding the Ramsey County Citizens Advisory Council.
2. Approve the restructure of the Ramsey County Citizens Advisory Council as the Community Advisory Council to partner with and advise Social Services, Financial Assistance Services and the Health and Wellness Administrative Division.
3. Delegate to the County Manager or designee the authority to appoint members to the Community Advisory Council and to approve revisions to the bylaws.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

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

Advance Notice:

September 27, 2022	County board meeting – Council Chambers
October 4, 2022	No county board meeting
October 11, 2022	County board meeting – Council Chambers
October 18, 2022	County board meeting – Council Chambers

Board of Commissioners

Request for Board Action

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

Item Number: 2022-334 **Meeting Date:** 9/20/2022

Sponsor: County Manager's Office

Title
Agenda of September 20, 2022 is Presented for Approval

Recommendation
Approve the agenda of September 20, 2022.

Board of Commissioners

Request for Board Action

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

Item Number: 2022-335 **Meeting Date:** 9/20/2022

Sponsor: County Manager's Office

Title
Minutes from September 6, 2022 are Presented for Approval

Recommendation
Approve the September 6, 2022 Minutes.

Attachments
1.September 6, 2022 Minutes

Board of Commissioners
Minutes

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

September 6, 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, Ortega, Reinhardt, and Chair MatasCastillo. Absent: McGuire. 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, Ortega, and Reinhardt
Absent: McGuire

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner Frethem:

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 September 6, 2022 is Presented for Approval 2022-332

Sponsors: County Manager's Office

Approve the agenda of September 6, 2022.

Commissioner McDonough arrived at this point.

Motion by Carter, seconded by Ortega. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, Ortega, and Reinhardt
Absent: McGuire

2. Minutes from August 23, 2022 are Presented for Approval 2022-333

Sponsors: County Manager's Office

Approve the August 23, 2022 Minutes.

Motion by Ortega, seconded by Carter. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, Ortega, and Reinhardt
Absent: McGuire

PROCLAMATION

3. Proclamation: Luis Rosario, Ramsey County Assessor 2022-466

Sponsors: Board of Commissioners

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

ADMINISTRATIVE ITEMS

4. 2023 Regular Retiree Medical Insurance Renewal 2022-472

Sponsors: Human Resources

1. Approve the renewal of HealthPartners Inc., 8170 33rd Avenue South, Bloomington, MN 55425 and Blue Cross and Blue Shield of Minnesota, PO Box 64560, Saint Paul, MN, 55164 as the medical insurance carriers for Regular Retirees of Ramsey County and other participating public entities for plan year 2023.
2. Approve the following plans and monthly rates for Retirees for 2023:
   - HealthPartners Journey Medicare Advantage Plan for Medicare-eligible retirees and spouses/dependents who reside in the HealthPartners Journey service area, at $290 for single coverage and $581 for family coverage.
   - HealthPartners Retiree National Choice Supplemental Plan for Medicare-eligible retirees and spouses/dependents who reside in the United States outside of the Journey service area, at $290 for single coverage and $581 for family coverage.
   - HealthPartners Major Medical with enrollment restricted to non-Medicare-eligible retirees ages 65 and over and their families, at $985 for single coverage and $1973 for family coverage.
   - Blue Cross and Blue Shield Medicare Advantage Classic with Rx option 2 for Medicare-eligible retirees and spouses who reside anywhere in the United States, at $198 for single coverage and $397 for family coverage.
   - Blue Cross and Blue Shield Medicare Advantage Standard Preferred Provider Organization with Blue Rx for Medicare eligible retirees and spouses who reside anywhere in the United States at $282 for single coverage and $565 for family coverage.
3. Authorize the County Manager to execute the 2023 contract renewals with HealthPartners and Blue Cross and Blue Shield.

Motion by Frethem, seconded by Reinhardt. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, Ortega, and Reinhardt
Absent: McGuire
Resolution: B2022-205

5. Terms of Collective Bargaining Agreement with American Federation of State, County and Municipal Employees, Council 5, Local 8-Assistant County Attorneys for the years of 2022, 2023 and 2024 2022-460

Sponsors: Human Resources

1. Approve the terms of collective bargaining agreement with American Federation of

State, County and Municipal Employees, Council 5, Local 8-Assistant County Attorneys for the years of 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreement incorporating the terms and conditions.

Motion by Frethem, seconded by Reinhardt. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, Ortega, and Reinhardt
Absent: McGuire
Resolution: B2022-206

6. Terms of Collective Bargaining Agreement with Ramsey County Technical Employees Association for the Years 2022, 2023 and 2024 — 2022-463

Sponsors: Human Resources

1. Approve the terms of collective bargaining agreement with Ramsey County Technical Employees Association for the years 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreement incorporating the terms and conditions.

Motion by Frethem, seconded by Reinhardt. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, Ortega, and Reinhardt
Absent: McGuire
Resolution: B2022-207

8. Joint Powers Agreement with the Metro East Consortium for Adult Basic Education Services — 2022-457

Sponsors: Community Corrections

1. Approve the Joint Powers Agreement with the Metro East Consortium, 2520 East 12th Avenue, North St. Paul, MN 55109 for adult basic education services.
2. Authorize the Chair and Chief Clerk to Execute the Joint Powers Agreement.

Motion by Frethem, seconded by Reinhardt. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, Ortega, and Reinhardt
Absent: McGuire
Resolution: B2022-208

9. Sale of a Tax-forfeited Property Located at 1179 Seminary Avenue West to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota — 2022-461

Sponsors: Property Tax, Records & Election Services

1. Approve the sale of the tax-forfeited property located at 1179 Seminary Avenue West (27-29-23-44-0075) to the Housing and Redevelopment Authority of the city of Saint Paul, MN for $10,000, plus maintenance costs and recording fees, with a deed restriction and/or restrictive covenant limiting purchases of the property for the next seven years to parties qualifying for affordable housing.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

Motion by Frethem, seconded by Reinhardt. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, Ortega, and Reinhardt
Absent: McGuire
Resolution: B2022-209

10. Repurchase of a Tax-forfeited Property Located at 558 Arlington Avenue East, — 2022-464

Saint Paul, MN 55130

Sponsors: Property Tax, Records & Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
   Commissioner District 3
   PIN: 20-29-22-31-0028
   Property Address: 558 Arlington Avenue East, Saint Paul, MN 55130
   Repurchase Amount Due to Date: $25,975
   2. Approve the repurchase of the above tax-forfeited property by Linda Phillips, fee owner at the time of forfeiture ("Repurchaser"), subject to the Repurchaser executing a repurchase contract within 90 days of approval.

Motion by Frethem, seconded by Reinhardt. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, Ortega, and Reinhardt
Absent: McGuire
Resolution: B2022-210

11. Speed Zone Study on Various Ramsey County Roads 2022-468

Sponsors: Public Works

1. Request the Minnesota Department of Transportation to conduct a speed zone study on portions of McKnight Road, Victoria Street, Edgerton Street, and New Brighton Road.
2. Authorize Ramsey County Public Works to install speed limit signs based on the Minnesota Department of Transportation's study results.

Motion by Frethem, seconded by Reinhardt. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, Ortega, and Reinhardt
Absent: McGuire
Resolution: B2022-211

12. Amendment # 1 to the Master Grant Contract with Minnesota Department of Employment and Economic Development for Employment Services 2022-465

Sponsors: Workforce Solutions

1. Approve amendment # 1 to the Master Grant Contract with the Minnesota Department of Employment and Economic Development for Employment Services to update the Workforce Solutions address noted on the contract, with all other terms and conditions remaining the same.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the Chair and Chief Clerk to execute future amendments related to an address change, in a form approved by the County Attorney's Office.

Motion by Frethem, seconded by Reinhardt. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, Ortega, and Reinhardt
Absent: McGuire
Resolution: B2022-212

13. Carryover of 2021 Property Management Operating Funds into 2022 Budget 2022-372

Sponsors: Economic Growth and Community Investment

Approve funding and related transfers of $840,000 from Property Management's Building Fund Balance for the following items:

- Public Works Fund Operating Projects; $144,000.
- Library Facilities Fund Operating Projects; $380,000.
- Courthouse Facilities Fund Operating Projects; $76,000.
- General Building Fund Operating Projects; $240,000.

Motion by Frethem, seconded by Reinhardt. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, Ortega, and Reinhardt
Absent: McGuire
Resolution: B2022-213

14. Cancellation of the October 4 and November 1, 2022 Board Meetings 2022-476

Cancel the Ramsey County Board meetings of October 4 and November 1, 2022.

Motion by Frethem, seconded by Reinhardt. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, Ortega, and Reinhardt
Absent: McGuire
Resolution: B2022-214

7. Revised Salary Grade for Seven Job Classifications in the Public Health, Women, Infants and Children Nutrition Job Series 2022-405

Sponsors: Human Resources

Approve the Revised Salary Grade for seven job classifications in the Public Health Women, Infants and Children (WIC) Nutrition Job Series to include the following titles:

Job Classification		**Schedule**	**Grade**	**Annual Salary Range**
WIC Nutrition Educator				
WIC Nutrition Educators:				
- American Sign Language	From:	22N	17M	$42,384 - $62,507
- Hmong speaking	To:	22N	20M	$47,278 - $70,192
- Karen speaking				
- Somali speaking				
- Spanish speaking				
Nutrition Specialist - WIC	From:	02A	23M	$53,196 - $78,761
	To:	02A	31	$71,164 - $105,545

Chair MatasCastillo motioned to table this item, seconded by McDonough - unanimously approved. The item was tabled.

Motion by MatasCastillo, seconded by McDonough. Motion passed.
Aye: Carter, Frethem, MatasCastillo, McDonough, Ortega, and Reinhardt
Absent: McGuire

POLICY ITEM

15. Presentation of the 2023 Supplemental Budget and Performance Measures 2022-475

Sponsors: County Manager's Office

None. For information only.

Presented by County Manager Ryan O'Connor, Heather Bestler - Director of Property Tax, Records and Election Services, Patrick Chapman - Interim County Assessor, Alex Kotze - Chief Financial Officer, Susan Earle - Director of Finance, Renee Vought - Deputy Director of Finance, Elizabeth Tolzmann - Director of Policy and Planning. Discussion can be found on archived video.

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair MatasCastillo declared the meeting adjourned at 11:33 a.m.

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

Board of Commissioners

Request for Board Action

Item Number: 2022-467 **Meeting Date:** 9/20/2022

Sponsor: Human Resources

Title
Proclamation: Hispanic Heritage Month

Attachments
1. Proclamation

Proclamation

WHEREAS, On September 17, 1968, the 90th Congress authorized President Lyndon B. Johnson to issue annually a proclamation designating the week including September 15 and 16 as National Hispanic Heritage Week to honor the contributions of Americans who trace their roots to Spain, Mexico, the countries of Central and South America, the Caribbean, and who also have roots in Africa as well as indigenous communities across all the Americas, and

WHEREAS, On August 17, 1988, Congress amended the former resolution, authorizing President Ronald Regan to extend this recognition into an annual month-long celebration, from September 15 through October 15 as Hispanic Heritage Month; and

WHEREAS, Hispanic Heritage Month celebrates the achievements of Hispanic Americans in the Arts, Education, Entertainment, Government, History, Law, Literature, Medicine, the Military, Music, Politics, Science, Sports, and other endeavors; and

WHEREAS, Hispanic communities of Ramsey County, the city of Saint Paul, and across the region and state of Minnesota have made profound impacts in our society and have contributed to the rich cultural diversity of Ramsey County; and

WHEREAS, Hispanic communities across the nation have resisted oppression, seized opportunities to achieve prosperity and have preserved sacred traditions, which value family, history, spirituality, nature and land, as well as food, art, and music; and have consistently contributed to the economy through countless entrepreneurial endeavors, businesses, and have strengthened various labor and industry markets; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares September 15 through October 15, 2022 as Hispanic Heritage Month; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners encourages all residents of Ramsey County to join in recognizing and celebrating the contributions and the vital presence of the Hispanic communities in Ramsey County.

Trista MatasCastillo, Board Chair, District 3

Nicole Frethem, Commissioner, District 1

Mary Jo McGuire, Commissioner, District 2

Toni Carter, Commissioner, District 4

Rafael E. Ortega, Commissioner, District 5

Jim McDonough, Commissioner, District 6

Victoria Reinhardt, Commissioner, District 7

Ryan T. O'Connor, County Manager

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

Board of Commissioners

Request for Board Action

Item Number: 2022-479 **Meeting Date:** 9/20/2022

Sponsor: Human Resources

Title
Terms of Collective Bargaining Agreement with Teamsters 320 Correctional Officers I & II for the years 2022, 2023 and 2024

Recommendation
1. Approve the terms of the collective bargaining agreement with Teamsters 320 Correctional Officers I and II for the years 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreement.

Background and Rationale
Collective bargaining with Teamsters 320 Correctional Officers I and II has resulted in agreement for a three-year contract for the years 2022-2024. This bargaining unit represents approximately 235 employees who work at the Ramsey County Sheriff's Office and the Community Corrections department in the job classifications of Correctional Officers I and II.

The current agreement expired December 31, 2021 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the result of negotiations and an Interest Arbitration Award. The arbitration hearing took place on July 12, 2022 and the arbitrators award was issued August 19, 2022. The arbitration award concluded the bargaining process on all issues for the 2022-2024 labor agreement. Although the challenges were significant, there was ample opportunity to address the interests of both union and management and there is a successful conclusion of this process. The proposed settlement addresses the important interests of affected employees and the county while staying within the financial parameters authorized by the Ramsey County Board.

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

Racial Equity Impact
With approximately 4,332 employees employed by Ramsey County, 40% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 63%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide protective services to the residents of Ramsey County and promote the county's vision, mission and goals.

Community Participation Level and Impact
This action is strictly operational and internal facing. The union engaged its membership in its right to submit issues to interest arbitration pursuant to the internal union process. This agreement is the result of both a traditional negotiation process in which the county and the union meet to resolve identified issues, as well as an arbitration hearing and award on the remaining items that the parties did not reach settlement on. The arbitration award is final and binding for both parties.
☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact
Sufficient funds are available in the approved 2022-23 Ramsey County Sheriff's and Community Corrections operating budgets.

Last Previous Action
None.

Attachments
1. 2022-2024 Post Arbitration Teamsters 320 Correctional Officers I & II Tentative Agreement and Arbitration Award Summary List

Ramsey County
Teamsters Local 320 Correctional Officers 1 & 2
Tentative Agreement Following Interest Arbitration Award 8/19/2022

DURATION

This Agreement shall be effective as of the first day of January 2022 and shall remain in full force and effect until the last day of December 2024.

WAGES

2022: 1.50% wage increase effective the first full pay period following January 1, 2022. Employees shall progress through the wage schedule per the established salary plan in 2022.

2023: 2.25% wage increase effective the first full pay period following January 1, 2023. Employees shall progress through the wage schedule per the established salary plan in 2023.

2024: 2.25% wage increase effective the first full pay period following January 1, 2024. Employees shall progress through the wage schedule per the newly established salary plan in 2024.

- Effective January 1, 2024, steps that require five (5) or more years between progression shall reduce the progression by one (1) year, not to result in less than four (4) years between steps. No change to steps that require less than five (5) years between progression.

MEDICAL INSURANCE

2022:

- Single – Effective January 1, 2022, split total premium 92% ER / 8% EE. Employer will subsidize the employee's portion of the single insurance monthly contribution by $3.00 per month for 2022.
- Family – Effective January 1, 2022, split total premium 75% ER / 25% EE. Employer will subsidize the employee's portion of the family insurance monthly contribution by $32.01 per month for 2022.

Coverage	Total Premium	Split	ER/EE	Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	**$1,012.17**	**92% ER / 8% EE**	**$931.20/$80.97**	**$3.00**	**$77.97/mo**	**$934.20/mo**
Family	**$2,412.21**	**75% ER / 25% EE**	**$1,809.16/$603.05**	**$32.01**	**$571.05/mo**	**$1,841.16/mo**

2023:

- Single – Effective January 1, 2023, split total premium 92% ER / 8% EE. Employer will subsidize the employee's portion of the single insurance monthly contribution by $6.00 per month for 2023.
- Family – Effective January 1, 2023, split total premium 75% ER / 25% EE. Employer will subsidize the employee's portion of the family insurance monthly contribution by $47.00 per month for 2023.

- In no case will the subsidies to the employee's 2023 single or family insurance contributions result in the employee 2023 contribution being less than what the employee paid in 2022.

Coverage	Total Premium	Split	ER/EE	Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	**TBD**	**92% ER / 8% EE**	**TBD**	**$6.00**	**TBD**	**TBD**
Family	**TBD**	**75% ER / 25% EE**	**TBD**	**$47.00**	**TBD**	**TBD**

2024:

Re-opener to address medical insurance for 2024.

DENTAL INSURANCE

2022:

- Single – Effective January 1, 2022, split total premium 50% ER / 50% EE.
- Family – Effective January 1, 2022, split total premium 50% ER / 50% EE.

Coverage	Total Premium	Split	Employee Contribution	Employer Contribution
Single	**$44.68**	**50% ER / 50% EE**	**$22.34/mo**	**$22.34/mo**
Family	**$99.59**	**50% ER / 50% EE**	**$49.80/mo**	**$49.80/mo**

2023:

- Single – Effective January 1, 2023, split total premium 50% ER / 50% EE.
- Family – Effective January 1, 2023, split total premium 50% ER / 50% EE.

Coverage	Total Premium	Split	Employee Contribution	Employer Contribution
Single	**TBD**	**50% ER / 50% EE**	**TBD**	**TBD**
Family	**TBD**	**50% ER / 50% EE**	**TBD**	**TBD**

2024:

Re-opener to address dental insurance for 2024.

RETIREE INSURANCE CONTRIBUTIONS

Regular Retiree Minimum Payment increase of $10 effective January 1, 2022:

- **Single –** No less than $75/month
- **Family –** No less than $150/month

OTHER ECONOMIC ITEMS

One-Time Lump Sum Pandemic Recognition – Article 25

- $1,000 to employees who have been required to work on-site and provide direct in-person services/care throughout the ongoing pandemic as determined by the employer
- $500 to all other employees who were not required to work in-person or provide in-person services/care throughout the ongoing pandemic and have had the option to work from home, as determined by the employer.

This lump sum payment sets no precedence or guarantee of future lump sum payments for same or similar purpose and reference to shall be removed from future contracts.

OTHER LANGUAGE ITEMS

Juneteenth and Floating Holidays – Article 14

- Effective 01/01/2023, add Juneteenth as a county recognized holiday on June 19, within the existing twelve (12) paid holidays
- One floating holiday is exchanged for the recognition of the Juneteenth holiday
- The remaining floating holiday will be modified from an accrual over the course of a year to be provided in whole up to eight (8) hours provided annually.
- The floating holiday will be loaded annually the FFPP following the pay period that includes June 30th in which vacation capping occurs.
- Modify 14.5 and re-number accordingly.

Clothing Allowance – Article 16

- Increase the clothing allowance in 2022 to $875 and $900 in 2023.

Sick Leave – Article 17

- Modify Article 17.5 to expand the use of bereavement leave for inclusion and clarity
- Clarification of existing language regarding Worker's Compensation

Vacation – Article 19

- Modify vacation bidding to provide from annual bidding in November, and supplemental bidding six months later.
- Modify the language in article 20 to increase the max vacation accumulation limit from two (2) times the annual accrual to two and one-half (2.5) times the annual accrual in 2023
- Reduce from twice annual capping dates (May & November) to one-time annual capping date on June 30th of each year beginning in 2023 and modify language accordingly.

Education – Article 23

- Revise education allowance language to align with expansion of County-wide policy, no change to County reimbursement amount in 23.1.

Wages – Article 25.7 Deferred Compensation

- Revise language to clarify County deferred compensation contributions to vendor in the event of employees contributing to more than one vendor source, no change to County contribution amount.

Housekeeping

- Review for non-substantive clean-up and formatting

MEMORANDA OF AGREEMENT

i. Vacation Advance – **Renew**
ii. Memorandum regarding Class Seniority/Probationary Periods – **Keep for reference**
iii. New Hire Step Placement – **Remove**
iv. Sick Leave Bank - **Renew**
v. ACA Insurance Eligibility – **Renew**
vi. Post Termination HCSP – **Renew**
vii. Intermittent Correctional Officers – **Keep for reference**
viii. Stationary Engineers On-Call – **Renew**
ix. Labor Management Committee – **Renew**
x. 2021 Sheriff Office CO Holidays – **Renew**

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

Board of Commissioners

Request for Board Action

Item Number: 2022-480 **Meeting Date:** 9/20/2022

Sponsor: Human Resources

Title
Terms of Collective Bargaining Agreement with Teamsters 320 Probation Officers for the years 2022, 2023 and 2024

Recommendation
1. Approve the terms of the collective bargaining agreement with Teamsters 320 Probation Officers for the years 2022, 2023 and 2024.
2. Authorize the Chair and the County Manager to execute the agreement.

Background and Rationale
Collective bargaining with Teamsters 320 Probation Officers has resulted in agreement for a three-year contract for the years 2022-2024. This bargaining unit represents approximately 185 employees who work in the Community Corrections department in the job classification of Probation Officer 1, 2, or 3.

The current agreement expired December 31, 2021 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the result of negotiations between the parties and reflects the diligent efforts of union and management participants in the bargaining process as well as the assistance of the mediators at the Minnesota Bureau of Mediation Services. The settlement was reached between the parties on August 22, 2022 following a mediation session with the Bureau of Mediation Services. The bargaining unit subsequently voted to ratify the tentative agreement on September 16, 2022. Although the challenges were significant, there was ample opportunity to address the interests of both union and management and there is a successful conclusion of this process. The proposed settlement addresses the important interests of affected employees and the county while staying within the financial parameters authorized by the Ramsey County Board.

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

Racial Equity Impact
With approximately 4,332 employees employed by Ramsey County, 40% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 63%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide protective services to the residents of Ramsey County and promote the county's vision, mission and goals.

Community Participation Level and Impact
This action is strictly operational and internal facing. The union completed a vote of its membership to ratify the agreement pursuant to the internal union process. This agreement is the result of a traditional negotiation process in which the county and the union meet to resolve identified issues using both a collaborative and productive approach.
☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact
Sufficient funds are available in the approved 2022-23 Community Corrections operating budget.

Last Previous Action
None.

Attachments
1. 2022-2024 Teamsters 320 Probation Officers Tentative Agreement Summary List

Ramsey County
Teamsters Local 320 Probation Officers
2022-2024 Agreement Tentative Summary Reached Following Mediation 8/22/2022

DURATION

This Agreement shall be effective as of the first day of January 2022 and shall remain in full force and effect until the last day of December 2024.

WAGES

2022: 1.50% wage increase effective the first full pay period following January 1, 2022. Employees shall progress through the wage schedule per the established salary plan in 2022.

2023: 2.25% wage increase effective the first full pay period following January 1, 2023. Employees shall progress through the wage schedule per the established salary plan in 2023.

2024: 2.25% wage increase effective the first full pay period following January 1, 2024. Employees shall progress through the wage schedule per the newly established salary plan in 2024.

- Effective January 1, 2024, steps that require five (5) or more years between progression shall reduce the progression by one (1) year, not to result in less than four (4) years between steps. No change to steps that require less than five (5) years between progression.

MEDICAL INSURANCE

2022:

- Single – Effective January 1, 2022, split total premium 92% ER / 8% EE. Employer will subsidize the employee's portion of the single insurance monthly contribution by $3.00 per month for 2022.
- Family – Effective January 1, 2022, split total premium 75% ER / 25% EE. Employer will subsidize the employee's portion of the family insurance monthly contribution by $32.01 per month for 2022.

Coverage	Total Premium	Split	ER/EE	Subsidy	Resulting Employee Contribution	Resulting Employer Contribution
Single	**$1,012.17**	**92% ER / 8% EE**	**$931.20/$80.97**	**$3.00**	**$77.97/mo**	**$934.20/mo**
Family	**$2,412.21**	**75% ER / 25% EE**	**$1,809.16/$603.05**	**$32.01**	**$571.05/mo**	**$1,841.16/mo**

2023:

- Single – Effective January 1, 2023, split total premium 92% ER / 8% EE. Employer will subsidize the employee's portion of the single insurance monthly contribution by $6.00 per month for 2023.
- Family – Effective January 1, 2023, split total premium 75% ER / 25% EE. Employer will subsidize the employee's portion of the family insurance monthly contribution by $47.00 per month for 2023.
- In no case will the subsidies to the employee's 2023 single or family insurance contributions result in the employee 2023 contribution being less than what the employee paid in 2022.

Coverage	Total Premium	Split	ER/EE	Subsidy	Resulting Employee Contribution	Resulting Employer Contribution

Single	**TBD**	**92% ER / 8% EE**	**TBD**	**$6.00**	**TBD**	**TBD**
Family	**TBD**	**75% ER / 25% EE**	**TBD**	**$47.00**	**TBD**	**TBD**

2024:

Re-opener to address medical insurance for 2024.

DENTAL INSURANCE

2022:

- Single – Effective January 1, 2022, split total premium 50% ER / 50% EE.
- Family – Effective January 1, 2022, split total premium 50% ER / 50% EE.

Coverage	Total Premium	Split	Employee Contribution	Employer Contribution
Single	**$44.68**	**50% ER / 50% EE**	**$22.34/mo**	**$22.34/mo**
Family	**$99.59**	**50% ER / 50% EE**	**$49.80/mo**	**$49.80/mo**

2023:

- Single – Effective January 1, 2023, split total premium 50% ER / 50% EE.
- Family – Effective January 1, 2023, split total premium 50% ER / 50% EE.

Coverage	Total Premium	Split	Employee Contribution	Employer Contribution
Single	**TBD**	**50% ER / 50% EE**	**TBD**	**TBD**
Family	**TBD**	**50% ER / 50% EE**	**TBD**	**TBD**

2024:

Re-opener to address dental insurance for 2024.

RETIREE INSURANCE CONTRIBUTIONS

Regular Retiree Minimum Payment increase of $10 effective January 1, 2022:

- **Single –** No less than $75/month
- **Family –** No less than $150/month

OTHER ECONOMIC ITEMS

One-Time Lump Sum Pandemic Recognition – Article 17

- $1,000 to employees who have been required to work on-site and provide direct in-person services as of Q1 2022, as determined by the employer.
- $500 to all other employees who were not required to work in-person or had the option to work from home as of Q1 2022, as determined by the employer.

Eligibility is based on employees meeting the above requirements who were employed as of the end of Q1 2022 and remain employed at the time the payment is issued following implementation of the full 2022-2024 Agreement.

This lump sum payment sets no precedence or guarantee of future lump sum payments for same or similar purpose and reference to shall be removed from future contracts.

OTHER LANGUAGE ITEMS

Work Schedules – Premium Pay –Article 6

- 6.4 change from .70 cents to .75 cents per hour for each hour worked

Juneteenth and Floating Holidays – Articles 7

- Effective 01/01/2023, add Juneteenth as a county recognized holiday on June 19, within the existing twelve (12) paid holidays
- One floating holiday is exchanged for the recognition of the Juneteenth holiday
- The remaining floating holiday will be modified from an accrual over the course of a year to be provided in whole up to eight (8) hours provided annually.
- The floating holiday will be loaded annually the FFPP following the pay period that includes June 30th in which vacation capping occurs.
- Modify 7.3 to separate the floating holiday language to a new section 7.4 and re-number accordingly.

Sick Leave – Article 8

- 8.3(2) Increase the number of hours of sick leave that can be used for the purpose of birth or adoption from 40 hours to 80 hours.
- 8.6 Expand the use of bereavement leave to include non-traditional family arrangements for clarity and inclusivity

Maximum Annual Vacation Accrual – Article 9

- Modify the language in article 9.5 Vacations to increase the max vacation accumulation limit from two (2) times the annual accrual to two and one-half (2.5) times the annual accrual in 2023
- Reduce from twice annual capping dates (May & November) to one-time annual capping date on June 30th of each year beginning in 2023 and modify language accordingly.

Wages – Article 17.8 Deferred Compensation

- Revise language to clarify County deferred compensation contributions to vendor in the event of employees contributing to more than one vendor source, no change to County contribution amount.

Tuition Reimbursement/Education Allowance – Article 21.11

- Revise Education Allowance language to align with expansion of County-wide policy, no change to County reimbursement amount.

Bargaining Dates – Article 23

- Language added to provide a date for the exchange of dates to begin bargaining

Housekeeping

- Review for non-substantive clean-up formatting, gender neutral language.
- Strike “INSTITUTIONAL EMPLOYEES” from the title of Article 16. This language includes both field and institution employees and article 16.4 outlines an exception for employees working within institutions.

MEMORANDA OF AGREEMENT

i. MOA for Vacation Advance - **Renew**
ii. Post Termination Health Care Savings Plan - **Renew**
iii. Short/Long Term Disability - **Renew**
iv. Intermittent employee medical insurance eligibility - **Renew**
v. Pilot Option for Compensatory Time Off Cash Out - **Renew**
vi. Field Training Officer- Training Program Pilot - **Renew**
vii. Working Out of Class As Acting Shift Supervisor at JDC - **Renew**
viii. Juvenile Restructuring MOA - **Renew**
ix. **NEW*** - Pilot Shift bid by Team at the JDC

* New MOA for pilot shift bid at the JDC based on Employer identified teams, does not include any post assignments, effective at a time determined by the employer during the life of the contract (2022-2024). MOA will automatically expire effective 12/31/2024 and parties are required to negotiate any agreement to continue a shift bid process beyond 12/31/2024.

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

Board of Commissioners

Request for Board Action

Item Number: 2022-481 **Meeting Date:** 9/20/2022

Sponsor: Veterans Services

Title
Grant Award from Minnesota Department of Veterans Affairs for County Veterans Service Office Operational Enhancement Grant Program

Recommendation
1. Ratify the submission of the grant application to the Minnesota Department of Veterans Affairs in the amount of $22,500 for County Veterans Service Office Operational Enhancement Grant Program.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Veterans Affairs for County Veterans Service Office Operational Enhancement Grant Program for the period of July 1, 2022 through June 30, 2023 in the amount of $22,500.
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
On June 11, 2022, the Minnesota Department of Veterans Affairs notified Ramsey County Veterans Services of a County Veterans Services Office Operational Enhancement Grant award in the amount of $22,500 for the period July 1, 2022 through June 30, 2023. This grant consists of the base grant amount of $7,500 awarded to all 87 Minnesota counties and an additional $15,000 based on the population of veterans currently residing in Ramsey County. A lump sum payment of $22,500 will be made to Veterans Services upon execution of the grant agreement.

The grant must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in as specified in Minnesota Statutes 197.608 and Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 37, Subdivision 2. This grant should not be used to supplant or replace other funding.

Ramsey County Board approval is necessary as the Minnesota Department of Veterans Affairs requires a certified copy of the resolution approving this specific grant to be attached to the grant contract.

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

Racial Equity Impact
Veterans Services serves a diverse group of veterans as Ramsey County is the most racially and ethnically diverse county in the state. When compared to Minnesota's veteran population, the county serves a higher proportion of Asian, Black, and Latino clients and a lower proportion of American Indian and White clients. When compared to the general county population, Veterans Services serves a higher proportion of Black and

White clients, and a lower proportion of Asian, American Indian, and Latino clients. The department is actively seeking out ways to capture data provided by the veterans data system to better inform how to serve clients and connect veterans to other services and programs provided by the county and community partners.

Community Participation Level and Impact
Veterans Service has not previously included community input regarding the use of these funds. With the addition of a Race and Health Equity Liaison, the department is expanding their scope of outreach to improve how community input is included in future decision making.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact
The funding from this annual grant is included in the approved Veterans Services 2022-23 budget.

Last Previous Action
None.

Attachments
1. Grant Agreement

STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT AGREEMENT

This grant agreement is between the State of Minnesota, acting through its Commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and **«Company1»**, «Address», «City», «State» «ZIPPostal_Code» ("Grantee").

Recitals

1. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2022, Regular Session, Chapter 54, Article 1, Section 3, Subdivision 2(e), the State is empowered to enter into this grant.
2. The State is in need of enhancing the operation of the County Veterans Service Offices (CVSO). This grant must be used to enhance the operations of the Grantee's CVSO in accordance with Minnesota Statutes §197.608, Subdivision 4, and should not be used to supplant or replace other funding.
3. The Minnesota Legislature has funded grants to the counties through MDVA for many years. The established practice has been to provide advanced payments of the full grant amount to the Grantee. This has been done to ensure that the counties have sufficient funds available to conduct programming and complete the tasks required by the grant. The counties often have limited cash reserves and do not have the financial capabilities to make grant expenditures first and wait for reimbursements from the State. Therefore, based on their past performance, MDVA is confident that the Grantee will be able to account for the grant funds and abide by the terms of the grant agreement.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1. Term of Grant Agreement

1.1 ***Effective date:*** **July 1, 2022**, Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 ***Expiration date:*** **June 30, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 ***Survival of Terms:*** The following clauses survive the expiration or cancellation of this grant agreement: 9. Liability; 10. State Audits; 11. Government Data Practices and Intellectual Property; 12. Copyright; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

2. Grantee's Duties

The Grantee, who is not a state employee, will:

2.1 Comply with required grants management policies and procedures set forth through Minn. Stat. §16B.97, Subd. 4 (a) (1).

2.2 Conduct this grant as authorized under Minnesota Statute 197.608, Subd.4. Grant expenditures must meet one or more of the following conditions:

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

2.3 This grant must not be used to supplant any existing funding, or to duplicate any programs or services available to Veterans from other agencies or organizations.

2.4 Comply with the requirements as specified in the MDVA Grants Manual (Rev. 8), Attachment A, which is incorporated into this grant agreement by reference and available on the MDVA Website – Grants Page: http://mn.gov/mdva/resources/federalresources/grants/). In the event that any provision of the MDVA Grants Manual (Rev. 8), Attachment A, is not consistent with any language of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.

2.5 Upon executing the grant agreement, the Grantee must submit to the State for approval:

2.5.1 A proposed budget using the Work Plan and Budget Expenditure Report, Attachment D, in excel format, a sample of which is attached and incorporated into this grant agreement.
2.5.1.1 Budget items must meet the specifications outlined in 2.2 above.

2.5.2 A Conflict of Interest Disclosure Form (page 1 only) for Grantee staff members with fiscal and/or programmatic responsibilities for administering the grant as required in the MDVA Grants Manual (Rev. 8), Attachment A;

2.5.3 The current annual County Budget for the CVSO Program, a sample of which is attached and incorporated into this grant agreement as Attachment B; and

2.5.4 A County Board Resolution, a sample of which is attached and incorporated into this grant agreement as Attachment C. Grantee may request to use an alternative form to Attachment D if approved in writing by the State Authorized Representative.

2.6 If at any time during administering the grant, a personal or professional conflict of interest situation becomes apparent, the Grantee shall disclose that conflict immediately to the State Authorized Representative in writing as provided for in the MDVA Grants Manual (Rev. 8), Attachment A, to determine if corrective action is necessary.

2.7 Upon the conclusion of this Project, the Grantee must close out the grant as specified in the MDVA Grants Manual (Rev. 8), Attachment A to the satisfaction of the State, in order to account for all grant funds expended. Grant close out documentation must include:

2.7.1 County CVSO Office Account Activity Statement (report generated by the county which itemizes the CVSO Office expenditures) with grant-related expenditures highlighted, a sample of which is attached and incorporated into this grant agreement as Attachment E and;

2.7.2 County Activity Statement Cross-Reference (an excel spreadsheet which cross-references the CVSO grant-related expenditures listed on the County CVSO Office Account Activity Statement according to one of the five eligible grant expense categories as referenced in 2.2 above, a example of which is attached and incorporated into this grant agreement as Attachment F and;

2.7.3 A Final Report (narrative summary of grant activities and outcomes) a sample of the format of which is available for download on the MDVA SharePoint site – Grant Page and the MDVA Website – Grants Page: http://mn.gov/mdva/resources/federalresources/grants/) and;

2.7.4 A Travel Log (lists all travel-related expenditures including mileage, airfare, lodging etc.) if applicable. The Travel Log is available for download on the MDVA SharePoint site – Grant Page and the MDVA Website – Grants Page: http://mn.gov/mdva/resources/federalresources/grants/)..

2.8 In the event that any provision of the Grantee's charter or mission, incorporated into this grant agreement by reference, is not consistent with any portion of the grant agreement, then the terms of this grant agreement supersede the inconsistent provision.

2.9 Allow the State, at any time, to conduct periodic site visits and inspections to ensure work progress as specified in the MDVA Grant Manual (Rev. 8), Attachment B, including a final inspection upon grant completion.

3. Time

The Grantee must comply with all the time requirements described in this grant agreement. In the performance of this grant agreement, time is of the essence.

4. Consideration and Payment

4.1 ***Consideration*.** Consideration for all services performed by Grantee pursuant to this grant agreement shall be paid by the State as follows:

4.1.1 ***Compensation*.** The Grantee will be paid an Advanced Payment lump sum of **$ «FY2023_Total_»** and must utilize funds for allowable goods and services as specified in the CVSO Operational Enhancement Grant Items Approved/Disapproved, Attachment A.

4.1.2 ***Travel Expenses.*** Travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement is an allowable expense. The total travel budget may comprise all or a portion of the Total Obligation. The Grantee will report all travel-related expense on the Travel Log (as provided in the MDVA Grant Manual (Rev. 8), Attachment B) in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Travel and subsistence expenses incurred outside Minnesota is allowed, when necessary for the accomplishment of routine tasks (e.g. transporting Veterans to medical appointments, attending conferences etc.) related to the CVSO work.

4.1.3 ***Total Obligation.*** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **$ «FY2023_Total_» («FY2023_Total_Grant_Amount_spelled_out»).**

4.2 ***Payment***

4.2.1 ***Invoices***. The State will promptly pay the Grantee an Advance Payment lump sum payment upon execution of this grant agreement.

4.2.2 ***Eligible Costs.*** In order to be eligible for grant funds, costs must be reasonable, necessary, and allocated to the grant, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant Minnesota Statutes §197.608, as amended by Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 37, Subdivision 2 and this grant agreement.

4.2.3 ***Unexpended Funds.*** If the work specified in the Grantee's Duties is not completed, or is completed without expending the budgeted total of MDVA grant funds, the Grantee shall apply MDVA grant funds towards the total cost properly expended on the Tasks specified in the Grantee's duties, and shall promptly return to the MDVA any funds greater than

$25.00 not so expended. All advance payments on the grant must be reconciled within 12 months of issuance or within 20 business days of the end of the grant period, whichever comes first.

5. Contracting and Bidding Requirements

5.1 Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

5.1.1 For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §177.41 through 177.44. 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.

5.1.2 The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp

5.2 The Grantee is not required to record contract and bidding quotes within this Agreement and the referenced Contract and Bidding Log Sheet.

6. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment, or will return payment already received, for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. The Grantee will be bound by the MDVA Grant Manual, (Rev. 8), Attachment B, as provided by the State.

7. Authorized Representative

The State's Authorized Representative is **Liz Kelly**, Grants Specialist, Minnesota Department of Veterans Affairs, Veterans Service Building, 20 West 12th Street, St. Paul, Minnesota 55155, 651-201-8225, liz.kelly@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement.

The Grantee's Authorized Representative is **«First_Name» «Last_Name»**, «Company1», «Address», «City», «State», «ZIPPostal_Code», «Phone», «Email_Address», or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

8. Assignment, Amendments, Waiver, and Grant Agreement Complete

8.1 ***Assignment*.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State and a fully executed assignment agreement executed by the same parties who executed and approved this grant agreement, or their successors in office.

8.2 Amendments. Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

***8.3* Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

8.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

9. Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant agreement.

10. State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

11. Government Data Practices and Intellectual Property

11.1 ***Government Data Practices.*** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11.2 ***Intellectual Property Rights***

11.2.1 Intellectual Property Rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents *created and paid for under this grant agreement*. The Grantee assigns all right, title, and interest it may have in the works and the documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the works and documents.

11.2.2 Obligations

11.2.2.1 *Notification*. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

11.2.2.2 *Representation*. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities.

11.2.2.3 *Indemnification.* Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the 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 the State will be in addition to and not exclusive of other remedies provided by law.

11.2.2.4 Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement.

12. Copyright.

The Grantee shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Grant Agreement.

13. Workers' Compensation

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

14. Publicity and Endorsement

14.1 ***Publicity***. Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the Minnesota Department of Veterans Affairs, and list MDVA as a Sponsor on the Grantee's website when practicable.

14.2 ***Endorsement***. The Grantee must not claim that the State endorses its products or services.

15. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Termination

16.1 ***Termination by the State.*** The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee may be required to return to the MDVA any funds provided to Grantee in advance, determined on a pro rata basis from the date of termination.

16.2 ***Termination for Cause.*** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not commence the grant project within six (6) months of the effective date of this grant agreement, as evidenced by the incurrence of documented expenses for eligible grant costs, then this grant agreement shall be reviewed by MDVA, and may be terminated and the funds returned to MDVA to be reallocated.

16.3 ***Termination for Insufficient Funding***. The State may immediately terminate this grant agreement if:

16.3.1 It does not obtain funding from the Minnesota Legislature;

16.3.2 Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

17. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. '' 16A.15.

Signed: _____

Date: _____

SWIFT Contract/PO No(s)._____

2. GRANTEE - «Company1»

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Attachment A

MDVA Grant Manual Rev. 8 (available on the MDVA Website - Grants Page)

Attachment B

County Budget EXAMPLE - County Veteran Service Office Program

*** _____ COUNTY ***

INTEGRATED FINANCIAL SYSTEMS

12/13/18 10:27AM

USER- SELECTED BUDGET REPORT

Page 2

01 FUND GENERAL REVENUE FUND

Report Basis: Cash

Account Number	Account Description		2019 BUDGET	Spent Year To Date Mo. 01 - 12
121 DEPT Veterans Service Officer				
01-121-000-0000-6103	Salaries- Full Time		68,126	0
01-121-000-0000-6150	Life Insurance		48	0
01-121-000-0000-6153	Health Insurance		10,200	0
01-121-000-0000-6163	Pera - Employer		5,100	0
01-121-000-0000-6175	Fica- Employer		5,100	0
01-121-000-0000-6201	Telephone		800	0
01-121-000-0000-6202	Postage		318	0
01-121-000-0000-6225	Veterans Rides		22,500	0
01-121-000-0000-6240	Advertising/Notices/Subscriptions		1,250	0
01-121-000-0000-6241	Conf.Exp/Regs/Trng/Dues		665	0
01-121-000-0000-6262	Data Proc. Serv. & Support		1,000	0
01-121-000-0000-6330	Travel Expenses - Mileage		2,355	0
01-121-000-0000-6331	Lodging & Parking		1,500	0
01-121-000-0000-6335	Meals - Taxable		200	0
01-121-000-0000-6340	Rentals & Service Agreements		52	0
01-121-000-0000-6401	Office Supplies		250	0
01-121-558-0000-5302	OUTREACH & OPERATIONS GRANT		7,500 -	0
01-121-558-0000-6240	Advert/Legal Notices/Subsc.		3,000	0
01-121-558-0000-6260	Prof.&Tech.Services		4,500	0
DEPT 121	Veterans Service Officer	**Revenue**	7,500 -	0
		Expend.	126,964	0
		Net	119,464	0
FUND 01	GENERAL REVENUE FUND	**Revenue**	7,500-	0
		Expend.	126,964	0
		Net	119,464	0
Final Totals		**Revenue**	7,500 -	0
		Expend.	126,964	0
		Net	119,464	0

Copyright 2010- 2017 Integrated Financial Systems

Attachment C

County Board Resolution EXAMPLE

RESOLUTION OF ABC County

BE IT RESOLVED by ABC County that the County enter into the attached **Grant Contract** with the Minnesota Department of Veterans Affairs (MDVA) to conduct the following Program: **County Veterans Service Office Operational Enhancement Grant Program.** The grant must be used to provide outreach to the county's Veterans; to assist in the reintegration of combat Veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county Veterans service office, as specified in Minnesota Statutes 197.608 and Minnesota Laws 2021, 1st Special Session, Chapter12, Article 1, Section 37, Subdivision 2. This Grant should not be used to supplant or replace other funding.

BE IT FURTHER RESOLVED by the ABC County that John Smith the County Veteran Service Officer be authorized to execute the attached Grant Contract for the above-mentioned Program on behalf of the County.

WHEREUPON the above resolution was adopted at a monthly meeting of the County Board Chair this second day of August, 2022.

Board Chair Signature — August 2, 2022

Authorized Signature and Title — *Date*

STATE OF MINNESOTA

ABC County

I, Clerk Name, do hereby certify that I am the custodian of the minutes of all proceedings had and held by the County Board of said ABC County, that I have compared the above resolution with the original passed and adopted by the County Board of said ABC County at a monthly meeting thereof held on the first Thursday of August, 2022 at 7:30 pm that the above constitutes a true and correct copy thereof, that the same has not been amended or rescinded and is in full force and effect.

IN WITNESS WHEREOF, I have hereunto placed my hand and signature this first Thursday of August, 2022, and have hereunto affixed the seal of the County.

Clerk Signature *Authorized Signature and Title*

Attachment D

Work Plan & Budget Expenditure Report - Example

CVSO Workplan & *proposed* Budget Expenditures Report

County Name: _____

CVSO Authorized Representative Name: _____

Project Name: County Veterans Service Office Operational Enhancement Grant Program

Legal Citation: Minnesota Statutes §197.608, as amended by Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 37, Subdivision 2

Period Covered by Request: FY2023 (July 1, 2022 - June 30, 2023)

SECTION ONE - Workplan

In the space provided below, please write a brief, narrative description providing context and background for your budget as specified in the FY2021 CVSO Grant Agreement (Section 2 - Grantee Duties.) Do not relist the budget items.

The FY2023 CVSO grant will be used primarily for advertising county-wide. In the past 3 years, the number of Veteran inquiries has increased by 50%. In my estimation, this is primarily due to my dedication of CVSO funds towards advertising. Additionally…

SECTION TWO - *proposed* Budget Expenditures Report

Table I - Budget

The proposed Budget Expenditure Spreadsheet is pre-programmed to calculate totals.

BUDGET CLASS	Budget Category (e.g. Publicity, Travel, Equipment etc.)	Dollar Amount (estimated)	FY2023 (Subtotal by Budget Category)
ADMINISTRATION	VetraSpec	$ 750.00	$ 750.00
OPERATIONS	Advertising	$ 5,000.00	$ 8,250.00
	Equipment/Software etc.	$ 1,250.00	
	Travel (Ref. Travel Log)	$ 2,000.00	
DIRECT VETERAN SUPPORT SERVICES	Volunteer Driver ($75 per day/per diem	$ 1,000.00	$ 1,000.00
Budget Total		**$ 10,000.00**	**$ 10,000.00**

Budget Expenditure Report | Example

Attachment E
County FY2022 Account Activity Statement EXAMPLE

NOMISSY **** COUNTY****

6/28/23 10:01AM

Fund 01 - General Revenue Fund

ACCOUNT ACTIVITY REPORT

From: 07/2022 Thru: 06/2023 Report Basis:

INTEGRATED FINANCIAL SYSTEMS

Page 2

SC	Tran Type	Vendor	G/L Mont	Receipt/Warrant NUMBER	DATE	Seq	AMOUNT	Description / Service Dates	Invoice Number	Accr Cd	Basis	R1R2
		DEPT 120 - Veteran Service Officer										
		PROGRAM 000										
		01-120-000-7048-5301 - OE Grant Revenue										
RE	RE	STATE OF MINNESOTA	08/2021	52627	08/27/2021	222	7,500.00-	FY '22 OPERATIONAL GRANT			1	
		01-120-000-7048-5301 - OE Grant Revenue				**Total**	7,500.00-					
		01-120-000-7048-6903 - OE Grant Admin										
DI	DI	1135-JONATHAN PUBLISHING	09/2021	512954	09/08/2021	333	150.00	Annual Subscription-CFR38 Upda			1	
DI	DI	1510-TYLER TECHNOLOGIES, INC	03/2022	514975	03/09/2022	333	449.00	'22 VetraSpec Vet Data Renewal	VS-MIN-036		1	
		01-120-000-7048-6903 - OE Grant Admin				**Total**	599.00					
		01-120-000-7048-6904 - OE Grant Travel										
DI	DI	485-ROSENBERGER/JOHN	10/2021	513271	10/06/2021	333	175.84	'21 Fall Conference Mileage	Sept 2021		1	
		01-120-000-7048-6904 - OE Grant Travel				**Total**	175.84					
		01-120-000-7048-6905 - OE Grant Advertising/Promotions										
DI	DI	1741-HERITAGE PUBLICATIONS	07/2021	512235	07/07/2021	333	329.00	Veterans Linkage Ad	2565		1	
DI	DI	1611-HOV RECREATIONAL FOUNDATI	09/2021	512950	09/08/2021	333	500.00	LinkVet Golf Cart Advertising			1	
DI	DI	1193-RED RIVER PROMOTER	12/2021	513993	12/06/2021	333	300.00	Veterans Linkage Line Ad	27289		1	
DI	DI	402-NORMAN COUNTY AGRICULTUR/	06/2022	516057	06/17/2022	333	75.00	County Fair Booth - 10 Ft			1	
DI	DI	1483-CENTEC CAST METAL PRODUCT	06/2022	516100	06/24/2022	333	948.00	Veteran's Bronze Star Maker/30	54185		1	
DI	DI	1483-CENTEC CAST METAL PRODUCT	06/2022	516100	06/24/2022	333	25.59	Freight	54185		1	
DI	DI	1741-HERITAGE PUBLICATIONS	06/2022	516113	06/24/2022	333	199.00	Veteran's Linkage Line	2677		1	
DI	DI	549-OFFICE SUPPLIES PLUS	06/2022	516137	06/24/2022	333	719.98	Reception Guest Chair X 2	54198		1	
DI	DI	549-OFFICE SUPPLIES PLUS	06/2022	516137	06/24/2022	333	779.99	Reception Guest Lounge	54198		1	
DI	DI	549-OFFICE SUPPLIES PLUS	06/2022	516137	06/24/2022	333	105.99	Occasional Guest Table	54198		1	
		01-120-000-7048-6905 - OE Grant Advertising/Promotions				**Total**	3,982.55					
		01-120-000-7048-6906 - OE Grant Training/Seminar										
DI	DI	485-ROSENBERGER/JOHN	10/2021	513271	10/06/2021	333	760.23	'21 Fall Conference Lodging	67649769-1		1	
		01-120-000-7048-6906 - OE Grant Training/Seminar				**Total**	760.23					
						PROGRAM 000 Total	1,982.38-					
						DEPT 120 - Veteran Service Officer Total	1,982.38-					
						Fund 1 - General Revenue Fund Total	1,982.38-					
		15 Transactions	**5 Accounts**			**Final Total**	1,982.38-					

Copyright 2010-2021 Integrated Financial Systems

Attachment F
County Account Activity Statement Cross-reference - Example

	A	B	C	D	E	F
1		**Woodtick County FY2023 CVSO Grant Expenditures**				
		County Account Activity Statement Cross-Reference				
2	**Instructions: Reorganizanize County Account Activity Statement CVSO grant expenditures according to the allowable categories shown in Minnesota Statute § 197.608 below.**					
3	**Date: _____ Submitted by: _____**					
4	**Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes.**					
5	• **To provide outreach to the county's veterans.**					
6	• **To assist in the reintegration of combat veterans into society.**					
7	• **To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to Veterans.**					
8	• **To reduce homelessness among veterans.**					
9	• **To enhance the operations of the county veterans service office.**					
10	**Vendor**	**Expenditure Category**	**Warrant Date**	**Dollars**	**Description**	**LinkVet (Y) or (N)**
11	• **To enhance the operations of the county veterans service office.**					
12	Jonathan Publishing	Reference Materials	9/8/2021	$150.00	Annual Subscription	N
13	Tyler Technologies, Inc.	Veteran Tracking Software	3/9/2022	$449.00	VetraSpec	n/a
14	Travel	Travel	10/6/2021	$175.84	2021 Fall Conference	n/a
15	Office Supplies	Outreach	6/24/2022	$719.98	Reception Guest Chair - X2	n/a
16	Office Supplies	Outreach	6/24/2022	$779.98	Reception Guest Lounge	n/a
17	Office Supplies	Outreach	6/24/2022	$105.99	Occassional Guest Table	n/a
18	Lodging	Training	10/6/2021	$760.23	2021 Fall Conference	n/a
19	• **To provide outreach to the county's veterans.**					
20	Heritage Publication	Advertising	7/7/2021	$329.00		Y
21	HOV Recreational	Advertising	9/8/2021	$500.00	Golf Cart Display	Y
22	Red River Promotor	Advertising	12/6/2021	$300.00		Y
23	Norman County Fair	Outreach	6/17/2022	$75.00	Booth	n/a
24	Centec Cast Metal	Outreach	6/24/2022	$948.00	Cemetery Markers	n/a
25	Centec Cast Metal	Outreach	6/24/2022	$25.59	Freight	n/a
26	Heritage Publication	Advertising	6/24/2022	$199.00		Y
27	**Total Dollars**			**$5,517.61**		
28	**CVSO Grant Amount**			**$7,500.00**		
29	**Amount Paid/Refunded by the County**			**$1,982.39**	**Refund**	

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

Board of Commissioners

Request for Board Action

Item Number: 2022-448 **Meeting Date:** 9/20/2022

Sponsor: Parks & Recreation

Title
Lease Agreement with Frogtown Curling Club for Biff Adams Arena

Recommendation
1. Approve the Lease Agreement with Frogtown Curling Club for the Biff Adams Arena,473 Western Avenue North in Saint Paul, Minnesota, 55103, for the period of September 20, 2022 through June 30, 2032 with the option to renew for one additional five-year period in the amount of $274,800.
2. Authorize the Chair and Chief Clerk to execute the Lease Agreement.

Background and Rationale
The Frogtown Curling Club wishes to enter into a lease agreement with Ramsey County for use of the Biff Adams Arena in Saint Paul. Frogtown Curling Club and Parks and Recreation have negotiated a 10-year lease in the amount of $274,800, with an option to renew for one additional five-year period. The lease provides that Frogtown Curling Club will pay all utility bills, property taxes, and special assessments. The lease further provides that the Biff Adams Arena be used for public recreation purposes as an arena for curling sports and related activities and allows for seasonal third-party use of the property. Such seasonal third-party use is subject to Ramsey County Board approval.

Since 2010, the curling club currently known as the Frogtown Curling Club has operated the Biff Adams Arena as a curling facility and maintains ice in the facility from October through April. The Frogtown Curling Club has been both efficient stewards of the facility and effective in their community. They have invested in the ice plant, electrical and plumbing, added an additional section of ice to expand curling offerings, added a meeting room, upgraded the lobby, restrooms, and locker rooms.

The Frogtown Curling Club has been and is currently involved in the community through volunteerism and investment. Members volunteer with the Frogtown Cleanup Squad to pick up trash and recycling throughout the community. During the initial phases of COVID-19, members organized supply drives and collected over $50,000 of supplies and funds. Additionally, they partner with Feeding the Dream, the Fall Festival, and are an underwriter for WFNU Frogtown Community Radio.

During the course of the proposed agreement, the Frogtown Curling Club board plans to seek private financing to expand program offerings and to make investments in the facility. If such investments include alterations to the building or premises, those alterations will be subject to Ramsey County Board approval.

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

Racial Equity Impact
Frogtown Curling Club partners with Saint Paul Public Schools, Saint Paul Community Education, city of Saint Paul Parks & Recreation, and other local organizations to offer learn-to-curl classes for youth and families with the goal of attracting diverse curlers to the sport. Additionally, Frogtown neighbors interested in curling are able

to curl for free. The Frogtown Curling Club provides equipment and memberships for residents of the Frogtown neighborhood to curl. Within a one-mile radius of Biff Adams Arena, U.S. Census data reports that 79% of the population identifies as racially and ethnically diverse.

Community Participation Level and Impact
Community participation did not take place during the development of this agreement. Several Ramsey County residents are members of the Frogtown Curling Club. As was previously mentioned, the Frogtown Curling Club hosts learn-to-curl events for neighborhood residents, leads food drives, and volunteers to pick up trash in the community to keep the neighborhood clean.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact
The total rent for the 10-year lease period will be $274,800. Rent payments are accounted for in the Parks and Recreation annual operating budget. Payments will be in quarterly installments as follows:
Years 1 - 3: $23,400 annually
Years 3 - 5: $26,400 annually
Years 6 - 8: $28,800 annually
Years 9 - 10: $31,200 annually

Last Previous Action
None.

Attachments
1. Lease Agreement

LEASE AGREEMENT

This Lease Agreement ("Lease Agreement") is entered into this __20th_____ day of __September____, 2022, by and between Ramsey County, a political subdivision of the State of Minnesota, through its Parks and Recreation Department, 2015 Van Dyke Street, Maplewood, Minnesota 55109 ("Lessor"), and Frogtown Curling Club, a Minnesota non-profit corporation, 743 Western Avenue, St. Paul, Minnesota 55113 ("Lessee").

LEASE TERMS

1. **Grant of Lease/Description of Premises.** Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, the real property, grounds, building, parking lot, and related improvements located at 743 Western Avenue North, City of Saint Paul, County of Ramsey, State of Minnesota, commonly known as the Biff Adams Arena ("Premises").

2. **Acceptance of the Premises.** Lessee takes and accepts the Premises in its "as is" condition, and Lessee acknowledges that Lessee has inspected the Premises and accepts the Premises in its present condition as suitable for the purposes for which it is leased. Lessee further acknowledges that no representations as to the repair of the Premises, nor promises to alter, remodel, or improve the Premises have been made by Lessor. The taking of possession of the Premises is conclusive evidence that the Premises at that time was in good and satisfactory condition.

3. **Term.** The term of this Lease is for ten years, commencing on July 1, 2022, and ending on June 30, 2032 ("Initial Lease Period"). This Lease may be renewed for one five-year period upon mutual agreement and recalculation of the rental amount based upon the capital asset management plan for the Premises. At least one year prior to the end of the Initial Lease Period, Lessor and Lessee will meet and confer regarding the renewal lease period, including establishing monthly rent rates for a renewal period. Renewal agreements must be in writing as an amendment to this Lease Agreement.

4. **Rent.** The rental rates for the Initial Lease Period are based on repair/replacement of the building envelope, grounds, and parking lot of the Premises, as identified in the capital asset management plan. The total rent for the Initial Lease Period will be $274,800, payable in quarterly installments as follows:

Year	Rent Period	Monthly Rent	Quarterly Rent	Annual Rent
1	July 1, 2022 – June 30, 2023	$1,950	$5,850	$23,400
2	July 1, 2023 – June 30, 2024	$1,950	$5,850	$23,400
3	July 1, 2024 – June 30, 2025	$2,200	$6,600	$26,400
4	July 1, 2025 – June 30, 2026	$2,200	$6,600	$26,400
5	July 1, 2026 – June 30, 2027	$2,200	$6,600	$26,400
6	July 1, 2027 – June 30, 2028	$2,400	$7,200	$28,800
7	July 1, 2082 – June 30, 2029	$2,400	$7,200	$28,800
8	July 1, 2029 – June 30, 2030	$2,400	$7,200	$28,800
9	July 1, 2030 – June 30, 2031	$2,600	$7,800	$31,200

10	July 1, 2031 – June 30, 2032	$2,600	$7,800	$31,200

Rental payments will be billed quarterly via invoice from Lessor to Lessee, and will be payable in full within 30 days of the billing date. Rental payments must be sent to the Lessor's contact for notices, as provided below.

5. **Deposit.**

A. Lessee paid a security deposit in the amount of $7,500 pursuant to a prior lease agreement ("Security Deposit") between Lessor and Lessee. That Security Deposit will carry forward to this Lease Agreement. The Security Deposit will be held by Lessor, will not earn interest, and may be commingled with other funds. The Security Deposit will be refunded to Lessor upon termination of this Lease Agreement, or any subsequent renewal or successor lease agreement, less any outstanding costs and charges payable, due to, or arising under this Lease Agreement, or for damage to the Premises.

B. Nothing in this Lease Agreement limits Lessee's liability for outstanding costs or charges, or for damages to the Premises by the amount of the Security Deposit. Lessee remains primarily responsible for these costs, charges, and damages.

6. **Utilities, Property Taxes, and Special Assessments.**

A. Lessee is responsible for payment of all utility bills, including without limitation electric, natural gas, water, sanitary sewer, stormwater sewer, streetlight, telephone, internet access, building security, and any other charge.

B. Lessee is responsible for payment of all Property Taxes and Special Assessments due and payable during its tenancy. This responsibility will survive termination of this Agreement. Upon termination of this agreement, lessor may withhold an amount from the Security Deposit equal to the amount of any future property tax or special assessments.

C. Lessor will invoice the Lessee monthly for all utility, property taxes, or other costs or charges that it pays on behalf of Lessee. Lessor will charge Lessee for actual utility expenses, and Lessee will be responsible for payment within 15 days of receipt of invoice from Lessor. Upon mutual agreement of the parties, the Lessee may contract directly with a utility for payment of associated costs. Lessor may require an additional deposit to secure payment of any directly billed utilities.

7. **Alterations, Additions, and Improvements; No Vested Rights.** During the Initial Lease Period or a renewal lease period, at Lessee's sole cost and expense, Lessee may make alterations, additions, and improvements to the Premises desired or necessary for the conduct of its business. Alterations, additions, and improvements other than routine maintenance or repairs may be made only upon Lessor's written consent, which will not unreasonably be withheld. Lessee will hold Lessor harmless from loss or liability arising from non-payment of persons supplying goods or

work in the course of any alterations, additions, or improvements. Lessee's cost for any alterations, additions, or improvements will not be off-set against rent or any other financial responsibility of Lessee set forth in this Lease Agreement. Lessee will acquire no vested rights or property interest in the Premises related to any alterations, additions, or improvements made. Upon termination of this Lease Agreement, any alterations made to the Premises will become the property of Landlord.

8. **Use.** The Premises will be used and occupied for public recreation purposes, namely as an arena for curling sports, and any other lawful use in connection with Lessee's business. Subject to the limitations and requirements of Section 9 of this Lease Agreement, Lessee may also use the parking lot of the Premises for limited, seasonal use by a third party. In addition to the requirements of Section 12 of this Lease Agreement, prior to such seasonal use, Lessor must confirm that such use is permitted by local zoning or other authority. If zoning or other laws or ordinances regulating the use of the Premises in effect at any time during Initial Lease Period will make it unlawful for Lessee practicably to conduct its business, excluding the seasonal use, at the Premises, Lessee will have the right to terminate this lease with no liability upon giving written notice to Lessor. Lessee will hold Lessor harmless from penalties and fines imposed on the conduct by Lessee of its business in the Premises, including the seasonal use, in a manner different from its ordinary and usual manner of conducting such business. Lessee will not permit any action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Lessor or the public.

9. **Seasonal Third-Party Use.** Upon approval of Lessor, Lessee may allow limited, seasonal use of any part of the Premises for approved activities by a third party pursuant to a written agreement between Lessee and the third party. In addition to the insurance required in Section 12 of this Lease Agreement, such written agreement must require that Lessor or the third party provide reasonable insurance specifically for the activity, and provide a Certificate of Insurance as proof of the same. Such Certificate of Insurance must name "Ramsey County, its officials, employees, volunteers, and agents" as an additional insured on all applicable policies with respect to Lessee's or the third party's acts or omissions, or the acts or omissions of those acting on Lessee's or the third party's behalf, in the use of any part of the Premises under this Section. The coverage must be primary and non-contributory. The written agreement and Certificate of Insurance are subject to approval by Lessor, including by Ramsey County Risk Management. Lessee's written agreement with any third party must require that the third party indemnify Lessor, and hold Lessor harmless, to the same extent set forth in Sections 13 and 15 of this Lease Agreement.

10. **Signs.**

A. As allowed by local zoning regulations, Lessee may, with Lessor's prior written consent, which will not be unreasonably withheld, and at Lessee's own risk and expense, lawfully erect or place its standard signs concerning the business of Lessee within the building on the Premises and/or on the exterior walls of the building on the Premises and/or elsewhere on the Premises. Lessee will:

i. Maintain said signs in good state of repair;

ii. Save Lessor harmless from loss, cost, or damages that may occur as a result of such signs; and
iii. Repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs.

B. At the end of the Initial Lease Period or any renewal lease period, Lessee will remove such signs at its own expense.

C. Lessee may require any of Lessor's signs to match a standard design or theme used for other signs in the community, in the Ramsey County park system, or among Ramsey County buildings.

11. **Responsibilities and Duties.**

A. Lessee will keep the Premises clean and free from dirt and other refuse, both inside and outside. Lessee will be responsible for maintenance of the grounds, driveway, sidewalks, parking area, and boulevards.

B. Lessee will make all repairs to the Premises that are required, except Lessor will be responsible for exterior capital asset repair and replacement, as provided for in the County Capital Asset Management Plan. All other elements will be repaired and maintained by Lessee in a safe, clean, and workmanlike manner, including without limitation: heating, and ventilation equipment and controls; refrigeration equipment; lighting systems; wiring, open and concealed piping, and other conduits; walls, floors, and ceilings; and exterior grounds.

C. Except as set forth in Section11 of this Lease Agreement, Lessee will, at its sole cost and expense, promptly make all repairs as and when required in and about the Premises. In the event the Lessee elects not to proceed with any repair with a cost that exceeds $20,000, Lessor may elect to:

i. Terminate this Lease Agreement;
ii. Make any the repair at Lessor's sole cost and expense; or
iii. Continue the Lease Agreement without making the repairs.

D. In any event where Lessor chooses not to perform repairs with a cost that exceeds $20,000, Lessor must notify Lessee in writing as soon as possible that the repairs are necessary and that it elects not to complete the repairs. In any event, Lessee must take any action to prevent further damage to the Premises or the equipment, fixtures or property located at the Premises. Nothing in this Lease Agreement relieves the Lessee of liability for injuries or damage caused by any failure to make a repair.

E. Lessee will be responsible for all costs, charges, dues, fees, taxes, or assessments associated with the operation of the Premises, unless specifically identified in this Lease Agreement.

12. **Insurance.** Lessee is responsible for insurance for the Use set forth in Section 8 of this Lease Agreement, excluding the seasonal use permitted by that Section and Section 9 of this Lease Agreement. Insurance requirements for the seasonal use are as set forth in Section 9 of this Lease Agreement. All insurance provisions in this Section and Section 9 if this Lease Agreement are subject to review and amendment for any Renewal Period.

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

B. Lessee will secure the following coverages and comply with all provisions noted.

   i. Fire and All-Risk Property Insurance: Coverage will be written on a replacement cost basis for any personal property and/or improvements or betterments of the Lessee at the Premises.

   ii. Commercial General Liability Insurance
      a) Applicable to the Premises and Lessees use of the public and common areas both inside and outside of Premises.
         $1,000,000 per occurrence
         $2,000,000 general aggregate
         $1,000,000 products/completed operations total limit
         $1,000,000 personal injury and advertising liability
         $50,000 damage to rented premises
         $5,000 per person medical payment
         $50,000 fire legal
         $1,000,000 participant legal liability
      b) This policy is to be written as acceptable to Lessor.
      c) Ramsey County, its officials, employees and agents, will be added to the policy as additional insured, using ISO form CG 20 11 01 96 or its equivalent.

C. Sports Accident Insurance. Coverage will be applicable to injuries sustained as a result of sports-related accidents by members and the public participating in activities at the Premises.

D. All Certificates of Insurance will:

   i. Be issued evidencing such coverage to Lessor throughout the Initial Lease Period or any renewal lease period;
   ii. Provide that the insurance company gives Lessor thirty (30) days' prior written notice of cancellation, non-renewal or any material changes in the policy;
   iii. Add Ramsey County, its officials, employees and agents as additional insureds, using ISO form CG 20 11 01 96, or its equivalent.
   iv. Indicate if policy is written with an admitted or non-admitted carrier. Bests'

Rating for the insurer will be noted on the Certificate, and will not be less than an A.

v. Indicate if the policies are issued pursuant to these requirements.

E. The above subparagraphs establish minimum insurance requirements, and it is the sole responsibility of the Lessee to purchase and maintain additional insurance that may be necessary in connection with this lease.

F. Lessee will not occupy the Premises or use the Premises until Lessee has obtained the required insurance and filed an acceptable Certificate of Insurance with Lessor. Copies of insurance policies will be submitted to Lessor upon request.

G. Nothing in this Lease Agreement will constitute a waiver by Lessor of any statutory or common law immunities, limits, or exceptions on liability.

13. **Indemnification.** Lessee will indemnify Lessor, its officials, employees, and agents, harmless against and from any and all liability claim, loss, cost, damages, expense or action, by or on behalf of any person or persons, firm or firms, corporation or corporations:

A. Arising from Lessee's occupancy or use of the Premises, the execution, performance, or breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed pursuant to this Lease Agreement, or

B. Arising from any act or negligence, gross negligence, or willful misconduct on the part of Lessee, or its agents, contractors, employees, licensees, or invitees, or

C. Arising from any accident, injury or damage to the extent caused by Lessee, its agents, or employees, to any person, firm or corporation (or similar entity) occurring during the Term of this Lease or any renewal or extension thereof, in or about the Premises, and

D. From and against all costs, attorney's fees, expenses, and liabilities incurred in or about any such claim or action or proceeding which may be brought; and in case any action or proceeding be brought against Lessor, its officials, employees or agents by reason of any such claim, Lessee, upon notice from Lessor, covenants to resist or defend such action or proceeding by counsel reasonably satisfactory to Lessor.

14. **Lessee's Waiver.** Lessee agrees, to the extent not expressly prohibited by law, that Lessor, its officials, employees and agents will not be liable and Lessee waives all claims for damage to property and business sustained during the Term of this Lease Agreement by Lessee occurring in or about the Premises, resulting directly or indirectly from any existing or future condition, defect, matter or thing in the Premises, or from equipment or appurtenances becoming out of repair or from accident, or from any occurrence or act or omission of Lessor, its officials, employees or agents, unless caused by the negligence or intentional act of Lessor, its officials, agents, or employees. This Section applies especially, but not exclusively, to damage caused as described in this Section; or

A. To damage caused by the flooding of the Premises, or

B. To damage caused by

i. refrigerators;
ii. water, snow, frost, or steam;
iii. excessive heat or cold;
iv. falling plaster or other material that is incorporated in the Premises;
v. broken glass;
vi. sewage, gas, odors, or noise; or
vii. the bursting or leaking of pipes or plumbing fixtures.

This Section applies equally, whether any such damage results from the act or omission of Lessee's invitees or any other persons, and whether such damage be caused by or result from circumstance described in this Section, or whether such damage be caused by or result from other circumstances of a similar or dissimilar nature.

15. **Lessee's Liability.** All property on the Premises belonging to Lessee, its agents, employees, invitees or otherwise located at the Premises, will be at the risk of Lessee only, and Lessor will not be liable for damage to such property, or for theft, misappropriation, or loss of such property. Lessee agrees to defend and hold Lessor, its officials, employees, and agents harmless and indemnify them against claims and liability for injuries to such property.

16. **Damages to Premises.** In the event of damage to the Premises by fire, the elements, or other casualty, Lessor will repair the damage with reasonable dispatch, limited, at the Lessor's election and sole discretion, to the proceeds of any insurance reimbursement, capital asset management plan, or property management plan for Ramsey County. If the damage is not repaired by Lessor within a reasonable time, or in any event within 120 days, Lessee will thereupon have the right to terminate this lease forthwith upon giving the Lessor written notice of such termination. Notwithstanding the foregoing provisions of this paragraph, either party will have the option to terminate this lease forthwith upon giving written notice to the other party, in the event the Premises, including the building on the Premises are destroyed from any cause by more than 50%. Until this Lease Agreement is terminated, all responsibility to pay rent and other costs under this Lease Agreement will continue.

17. **Condemnation.** In the event that the Premises, or any part of the Premises, will be condemned for public use, then, and in that event, upon the vesting of title to the same for such public use, this Lease Agreement will terminate, anything contained in this Lease Agreement to the contrary not-withstanding, except that Lessee will have the right to prove and collect the value of the trade fixtures installed by Lessee, for moving expenses and for other special damages. In the event of such termination of this Lease Agreement, all rent paid in advance will be apportioned as of the date of such termination. Notwithstanding the foregoing provisions of this paragraph, in the event that only a part not so taken will be sufficient for the operation of Lessee's business, Lessee may elect to continue this Lease Agreement without any adjustment to the rent or other requirements.

18. **Default by Lessee.** The occurrence of any of the following constitutes a material default and breach of this Lease Agreement by Lessee:

A. Any failure by Lessee to pay rent or any other monetary sums required to be paid as provided in this Lease Agreement, where such failure continues for 15 days after written notice of such failure from Lessor to Lessee.

B. The abandonment or vacation of the Premises by Lessee.

C. The attachment, execution, or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this lease, where such seizure is not discharged within 45 days.

D. A failure of Lessee to observe and perform any other material provision of this Lease Agreement to be observed or performed by Lessee where such failure continues for 15 days after written notice of such failure by Lessee to Lessee, provided, however, that if the nature of such default is such that it cannot reasonably be cured within such 15 day period, Lessee will not be deemed to be in default if Lessee will within such period commence such cure and, thereafter, diligently prosecute the same to completion. Notice by Lessor will state with specificity the provision of this Lease Agreement alleged to be breached and the act or acts of Lessee acceptable to Lessor as a cure of such alleged breach.

In the event of any breach or default by Lessee of a material term or condition of this Lease Agreement, Lessor may, at any time thereafter without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default or breach, serve a written notice on Lessee that Lessor elects to terminate this Lease Agreement upon a specified date not less than 15 days after the date of the serving of such notice, and this Lease Agreement will then expire on the date so specified as if that date had been originally fixed as the expiration date of the Initial Lease Period granted and without any right of renewal thereafter. No default will be deemed waived unless in writing and signed by Lessor except that a default in the payment of rent or additional rent will be deemed waived if such default is made good before the notice of termination of this lease will have been served on Lessee.

19. **Default by Lessor.** If default is made by Lessor in the performance of the conditions or covenants of this Lease Agreement, Lessee, in addition to all other remedies now or hereafter afforded or provided by law, may at its election, perform such covenant or agreement for or on behalf of Lessor or make good any such default and any amount or amounts which Lessee will advance pursuant thereto will be repaid by Lessor to Lessee on demand, and if Lessor will not repay any such amount or amounts upon demand, Lessee will have the privilege of deducting same from the next installment or installments of rent to accrue under this lease.

20. **Non-waiver of Defaults.** Any failure or neglect by either party to assert or enforce any rights or remedies because of any breach or default by the other under this Lease Agreement will

not (except as to those instances specified in this Lease Agreement when express time limits are provided for the taking of action) prejudice or affect their respective rights or remedies with respect to any subsequent breaches or defaults, and will not be construed as a waiver of their respective rights to assert and enforce any rights or remedies for subsequent breaches or defaults.

21. **Termination.** If no action is taken to exercise option for any renewal lease period, this Lease Agreement will terminate on its terms without notice by either party. In circumstances not addressed by the Default provisions in Sections 18 or 19 of this Lease Agreement, either party may terminate this Lease Agreement only for good cause shown, by providing the other party written Notice of Termination as set forth in Section 22 of this Lease Agreement. Termination will not be effective until 180 days following the delivery of the Notice of Termination. The Notice of Termination must specify the date upon which Lessee must surrender the Premises as set forth in Section 25 of this Lease Agreement, which date must be after the effective date of termination.

22. **Notices.** All notices or demands given or required to be given under this Lease Agreement will be in writing and will be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient's address or addresses set forth below or at such other address or addresses as the intended recipient may have theretofore specified in a written notice to sender given in accordance with the requirements of this paragraph. Any such notice so given will be deemed given on the day of deposit in the United States mail, and if sent as aforesaid will be effective whether or not received by the addressee.

To Lessor:

Ramsey County Parks and Recreation Department
ATTN: Director
2015 Van Dyke Street
Maplewood, Minnesota 55109

To Lessee:

Frogtown Curling Club
743 Western Avenue
St. Paul, MN 55103

23. **Quiet Enjoyment.** Lessor agrees that upon compliance with the terms and conditions of this Lease Agreement, Lessee will and may peaceably and quietly have, hold and enjoy the leased Premises during the Initial Lease Period and for any renewal lease period.

24. **Entry by Lessor.** Lessor, its employees, agents. and contractors will have the right to enter the Premises upon the following terms: at reasonable hours for the purpose of performing the work and services required of Lessor under this Lease Agreement, at reasonable hours and upon reasonable notice to make inspections of the Premises, at any time in the event of an emergency.

25. **Surrender.** At the expiration or termination of the Initial Lease Period or any renewal lease period, Lessee will quit and surrender the Premises hereby leased in as good state and condition as when possession was delivered. Any improvements or alterations made to the Premises by Lessee will become property of Lessor at the time of surrender.

26. **Subletting and Assignment.** Notwithstanding any other terms of conditions to the contrary in this Lease Agreement, except as set forth in Section 9 of this Lease Agreement, it is understood and agreed that Lessee will not sublet, assign, mortgage, or pledge this Lease Agreement or any interest in this Lease Agreement, or the Premises or any part of the Premises, nor permit long-term or permanent occupancy by anyone, without the prior written consent of Lessor.

A. Consent by Lessor to one or more assignments, sublettings, or other transfer of the Premises or this Lease Agreement will not operate as a waiver of Lessor's rights under this Section. No assignment will release Lessee of any of its obligations under this Lease Agreement, or be construed or taken as a waiver of any of Lessor's rights hereunder. If Lessee, or its permitted assignee, subtenant, or successor is a corporation, partnership, limited liability company, or other entity, any transfer of the controlling interests in Lessee will be deemed to be an assignment requiring Lessor's consent. The acceptance of rent from someone other than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease or as consent to any assignment or subletting of the Premises.

B. Neither this Lease Agreement nor any interest in this Lease Agreement, will pass to any trustee or receiver in bankruptcy, or any assignee for the benefit of creditors, or by operation of law.

27. **Holding Over.** In the event that this Lease Agreement terminates by its terms at the end of the Initial Lease Period without renewal, if renewal terms were under discussion and/or awaiting approval by the Ramsey County Board of Commissioners immediately prior to the end of the Initial Lease Period, Lessee may remain in possession and control of the Premises as a tenant at sufferance, subject to the same terms and conditions, including rental rate in effect at the end of the Term, until such time that the Lease Agreement is renewed under any new terms and conditions.

28. **Subcontractor Payment.** Any prime contractor hired by Lessee to perform work on the Premises will pay any subcontractor within ten (10) days of the prime contractor's receipt of payment from Lessee for undisputed services provided by the subcontractor.

29. **Relationship of the Parties.** Nothing contained in this Lease Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between Lessor and Lessee or as constituting Lessee as the agent or employee of Lessor for any purpose or in any manner whatsoever. Lessee, its employees, agents, volunteers, and representatives are not employees of Lessor.

30. **Force Majeure.** Whenever a period of time is provided in this Lease Agreement for either

party to do or perform any act or thing, that party will not be liable or responsible for any delays, and applicable periods for performance will be extended accordingly, due to strikes, lockouts, riots, acts of God, shortages of labor or materials, national emergency, acts of a public enemy, governmental restrictions, laws or regulations, pandemic or public health emergency, or any other cause or causes, whether similar or dissimilar to those enumerated, beyond its reasonable control. The provisions of this Section will not operate to excuse Lessee from prompt payment of rent or other monetary payments required by the terms of this Lease Agreement.

31. **Cumulative Remedies and Non-Waiver.** The various rights and remedies contained in this Lease Agreement will not be considered as exclusive of any other right or remedy, but will be construed as cumulative and will be in addition to every other remedy existing at law, in equity, or by statute, now or after the execution of this Lease Agreement. No delay or omission of the right to exercise any power by either party will impair any such right or power, or will be construed as a waiver of any default or as acquiescence to the same. One or more waivers of any covenant, term, or condition of this Lease Agreement by either party will not be construed by the other party as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval will not be deemed to waive or render unnecessary consent to approval of any subsequent similar act. The acceptance by Lessor of any non-conforming performance or fulfillment of conditions or obligations under the terms of this Lease Agreement or the foregoing by Lessor of any of the rights or remedies arising under the terms of this Lease Agreement will not constitute a waiver of Lessor's right to conforming performance or fulfillment of conditions or obligations or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Lease Agreement. The rights and remedies of Lessor provided or referred to under the terms of this Lease Agreement are cumulative and not mutually exclusive.

32. **Acceptance of Payment.** No payment by Lessee or receipt by Lessor of a lesser amount than the amount then due under this Lease Agreement will be deemed to be other than on account of the earliest portion of the same due, nor will any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction. Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance due or pursue any other remedy provided in this Lease Agreement.

33. **Equal Opportunity Employment.** Lessor agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, sexual orientation, creed, religion, national origin, sex, and marital status, status with regard to public assistance, disability or age.

34. **Non-violence.** Lessee will make all reasonable efforts to ensure that for any contractor hired by Lessee that said contractor's employees, officials, and subcontractors do not engage in violence while performing under this contract. Violence, as defined by the Ramsey County Workplace Violence Policy, is any action that is the use of physical force, harassment, or intimidation or abuse of power or authority where the impact is to control by causing pain, fear or hurt. Lessee will be considered in compliance with the requirements of this provision if Lessee complies with the provisions of its own Policy on Employee Conduct, which is in substantial conformance with the Ramsey County Workplace Violence Policy.

35. **Workforce Diversity.** Lessee will make good faith efforts throughout the Initial Lease Period or any renewal lease period, to employ persons of color for all classifications of work under this lease, and will, if requested by Lessor, submit a written report regarding the efforts and results of such efforts.

36. **Hazardous Materials.** Except for Hazardous Material contained in products used by Lessee in *de minimis* quantities for ordinary cleaning and office purposes, Lessee will not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture, dispose, or release any Hazardous Material on or from the Premises without Lessor's prior written consent. Lessee, at its sole cost and expense, will operate its business in the Premises in strict compliance with all environmental requirements and all requirements of this Lease Agreement.

37. **Severability.** If any provision or term of this Lease Agreement for any reason is declared invalid, illegal, or unenforceable, such decision will not affect the validity of any remaining provisions. The remaining provisions will remain in full force and effect as if this Lease Agreement had been executed with the invalid portion eliminated, and it is the intention of the parties that they would have executed the remaining portions of this Lease Agreement without including any such part or portion which may be declared invalid after execution of this Lease Agreement.

38. **Headings.** Headings in this Lease Agreement are for convenience only and are not to be construed as a part of this Lease Agreement nor to define or limit in any way the scope or intent of the provisions of this Lease Agreement.

39. **Brokerage.** Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease Agreement.

40. **Applicable Law.** This Lease Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement will be venued in the State of Minnesota, District Court, Second Judicial District. Each of Lessor and Lessee hereby waives any right to trial by jury in any action relating to this lease agreement.

41. **Entire Agreement.** The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Premises; and this document becomes effective and binding only upon the execution and delivery of the same by Lessor and Lessee. This Lease Agreement and any exhibits contain the entire agreement of the parties. No representations, inducements, promises or agreements, oral or otherwise, not embodied in this Lease Agreement will be of any force or effect. This Lease Agreement and any exhibits may be altered, amended, or revoked only by a subsequent instrument in writing signed by duly authorized representatives of Lessor and Lessee.

42. **Construction.** The parties agree that counsel for both parties have reviewed this Lease Agreement. Accordingly, neither party will be deemed to have drafted this Lease Agreement, nor will it be construed against either party by virtue of the drafting of this Lease Agreement, in

the event of a dispute.

[Signature page follows]

IN WITNESS THEREOF, the parties have caused this Lease Agreement to be executed as of the day and year first written above.

LESSOR:

RAMSEY COUNTY

_____
Trista MatasCastillo, Chair
Ramsey County Board of Commissioners

_____
Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

Approval recommended:

_____
Mark McCabe, Director
Ramsey County Parks and Recreation

Approved as to form:

_____
Assistant County Attorney

LESSEE:

FROGTOWN CURLING CLUB

_____
Peter Hovland
President

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

Board of Commissioners

Request for Board Action

Item Number: 2022-496 **Meeting Date:** 9/20/2022

Sponsor: Parks & Recreation

Title
Cooperative Agreement with the City of Saint Paul for Winter Recreation Operations

Recommendation
1. Approve the Cooperative Agreement with the city of Saint Paul, 15 West Kellogg Boulevard, Saint Paul, MN 55102 for a joint ski pass system and shared use of the Battle Creek Recreation center for the period of September 1, 2022, through August 31, 2023.
2. Authorize the Chair and Chief Clerk to execute the cooperative agreement.
3. Authorize the County Manager to renew the cooperative agreement up to four additional one-year terms with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.
4. Authorize a one-time payment of $25,000 to the city of Saint Paul to support winter sports programming capital investments at Battle Creek Recreation Center.

Background and Rationale
In 2021, Ramsey County Parks & Recreation secured funding from the Clean Water, Land, and Legacy Amendment from the Metropolitan Council and Minnesota State Legislature bonding funds to build snowmaking infrastructure at Battle Creek Regional Park on 4 kilometers of cross-country ski trails and a sledding hill that is free to the public. Following other similar park agencies with manmade snow operations, such as at Theodore Wirth, Hyland Hills and Elm Creek, Ramsey County Parks & Recreation proposes to enact fees for use of this new facility to offset operational costs. The fees proposed are in line other similar facilities.

Additionally, Ramsey County Parks & Recreation and Saint Paul Parks and Recreation are partnering to offer a joint ski pass system. These ski passes grant access to Ramsey County and the city of Saint Paul's winter recreation areas: Vadnais-Snail Lake Regional Park, Tamarack Nature Center, Battle Creek Regional Park, Como Park Ski Center, Highland 9 Ski Area and Phalen Regional Park, and offers annual passes for skiing solely on natural snow, an "All-Access" pass that includes natural and manmade snow loops, day passes and student passes, as well as ski rentals, giving residents a variety of options for participating in winter recreation. Passes will be sold jointly online, as well as onsite at Saint Paul's Battle Creek Recreation Center and Como Ski Area, and Ramsey County's Tamarack Nature Center. This joint ski pass is a Resident's First solution that is comprehensive and simple for residents in the county. Additionally, this agreement identifies some shared use of the Battle Creek Recreation Center for Winter Recreation Area operations. City of Saint Paul Recreation is making investments in the Battle Creek Recreation Center including providing areas to store and check out cross country ski equipment for trail users. Ramsey County Parks & Recreation is cost sharing for a total of $25,000 for the investments being made in the Battle Creek Recreation Center. Ramsey County Parks & Recreation and Saint Paul Parks and Recreation have agreed upon a revenue share from the ski pass sales as is illustrated within the cooperative agreement.

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

Racial Equity Impact
Ramsey County and Saint Paul are working together to provide free programming options and ski passes to residents. On April 15, 2022, the Ramsey County Board approved racial equity grant funds of $164,000 from the Metropolitan Council to develop an equitable learn-to-ski program. This program will not only serve an established audience of youth and adult cross-country skiers but will provide free healthy amenities locally for racially diverse communities that may not have the funds, access, or the cultural tradition to make winter recreation a part of their lives. In addition, the sledding hill that has been used in recent years will remain free and open for public use.

Community Participation Level and Impact
In May 2022, meetings were held with high school coaches, event organizers and ski community enthusiasts to solicit feedback on fee structure and other operational considerations for the Winter Recreation Area. Additionally, during the Battle Creek Master Plan process (November 2019 through October 2021), numerous pop-up workshops, community meetings and collaborative design sessions were held at Battle Creek Regional Park and nearby areas to gather community feedback and share their vision of what the park should look like. Some participant feedback mentioned partnering with the city of St. Paul to offer programs and services for the Winter Recreation Area.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact
The proposed cooperative agreement is a cost-effective way of providing onsite amenities at the Battle Creek Winter Recreation Area. The revenue budget of $171,016 which will be generated from ski pass sales was already approved in the 2022-23 budget process. One hundred percent of revenue from online sales of All-Access Passes, and 95% of revenue from in-person sales of All-Access Passes at the Battle Creek Recreation Center will be retained by or paid to the county; five percent of revenue from in-person sales of All-Access Passes at the Battle Creek Recreation Center will be retained by or paid to the city of Saint Paul. The city of Saint Paul will retain all revenue from Battle Creek Recreation Center rental of cross-country skis. The $25,000 cost share investment will be made utilizing Battle Creek Winter Recreation Area Capital Project funding.

Last Previous Action
On August 16, 2022, The Ramsey County Board approved the updated fee schedule for Cross-Country Ski and Battle Creek Winter Recreation Area Operations which also introduced a joint ski pass system with the city of Saint Paul. (Resolution B2022-190).

On June 1, 2021, The Ramsey County Board approved Design/Build Part 1 for the Battle Creek Winter Recreation Area to install a permanent snowmaking system on 2.5 kilometers of the lighted ski trail, a recreational tubing/sledding area, and an equipment/maintenance facility to support the snowmaking system operations and maintenance (Resolution B2021-120).

Attachments
1. Cooperative Agreement

COOPERATIVE AGREEMENT

This **Cooperative Agreement** ("Agreement") is made this 20th day of September, 2022, by and between Ramsey County, a political subdivision of the State of Minnesota ("County"), and the City of Saint Paul, a Minnesota municipal corporation ("City").

RECITALS

1. The County and the City each owns, operates, and maintains a variety of City, County, and Regional parks throughout the City and the County; and

2. The City operates the Battle Creek Recreation Center ("Battle Creek Rec Center"), located within the County's Battle Creek Regional Park;

3. The County wishes for the City to extend operating hours at the Battle Creek Rec Center, including the South Gym, to include Sundays as defined in this Agreement; and

4. The County and the City each operate cross-country ski trails throughout the County and the City, including a loop trail with artificial snow, and trails with natural snow; and

5. The County and the City wish to implement a joint system for selling ski passes to be used on all County/City-operated cross-country ski trails; and

6. The County and the City have reached agreement on the financial terms and respective obligations for this Winter Recreation system.

NOW THEREFORE, based on the mutual promises and the terms and conditions set forth in this Agreement, and for good and valuable consideration, the sufficiency and receipt of which are acknowledged, the County and the City agree as follows:

1. **Term**. This Agreement will be effective on September 1, 2022, through August 31, 2023.

2. **Renewal.** By mutual written consent of County and City, this agreement may be renewed for up to four (4) additional one (1) year terms. If either party does not intend to renew the contract, it will give the other party notice at least 120 days prior to expiration of the current term.

3. **Available Passes**. The following daily and annual ski passes ("Pass" or "Passes") will be available for purchase by the public:

   a. *Passes for natural-snow areas*, which allows a Pass holder use of the following ski areas:

      i. County locations
         (1) Vadnais -Snail Lakes Regional Park;

(2) Tamarack Nature Preserve;
(3) East Battle Creek Regional Park; and
(4) Non-snow-making areas in West Battle Creek Park.

ii. City locations
(1) Phelan Regional Park;
(2) Highland 9 Ski Area; and
(3) Como Park Ski Center.

b. *All-Access Passes*, which allows a Pass holder use of the artificial-snow loop located in Battle Creek Regional Park, as well as all locations available in in natural-snow areas.

4. **Joint System for Ski Pass Sales**. The County and the City will sell Passes online on the Ramsey County website. In-person Pass sales will occur at the Battle Creek Rec Center, Como Park Ski Center, and Tamarack Nature Center. In-person Pass sales will utilize the reservation system that is already in use at each location. Sales of Passes will begin annually by October 1, and end by March 31.

5. **Cross-Country Ski Rentals**. The City will be responsible for all rentals of cross-country skis from the Battle Creek Rec Center.

6. **Extended Hours for Battle Creek Rec Center**. Annually from December 1through March 31, in addition to regular hours, the City will operate the Battle Creek Rec Center, including the South Gym, on Sundays from 9:00 a.m. until 7:00 p.m. This provision is contingent on the County's ability to keep trails in the West Battle Creek area in a skiable condition. At any time between December 1 through March 31, that the County closes all trails in the West Battle Creek area due to poor conditions, the City may adjust Battle Creek Rec Center hours. The County will communicate to the City regarding any closure or opening of the trails in the West Battle Creek area, and allow reasonable time for the City to adjust hours for the Battle Creek Rec Center.

7. **Financial Terms**. The financial terms of this Agreement are as follows:

a. *Passes for natural-snow areas*: All revenue from online and in-person sales of Passes for natural-snow areas will be retained by or paid to the City.

b. *All-Access Passes*:
i. One hundred percent of revenue from online sales of All-Access Passes, and 95% of revenue from in-person sales of All-Access Passes at the Battle Creek Rec Center will be retained by or paid to the County; and
ii. Five percent of revenue from in-person sales of All-Access Passes at the Battle Creek Rec Center will be retained by or paid to the City.

c. *Cross-country ski rentals*: The City will retain all revenue from Battle Creek Rec Center rental of cross-country skis.

d. *Extended hours for Battle Creek Rec Center*: The County will pay the City $10,000 in exchange for the City providing Sunday hours at the Battle Creek Rec Center, including the South Gym, from December 1 through March 31 annually. If building hours are reduced, as outlined in Section 5, this payment will be prorated accordingly.

e. *Capital costs:* The County will pay the City a one (1) time payment of $25,000 to be used for capital investments necessary for the Battle Creek Rec Center to support the winter sports program. Payment will be made no later than December 31, 2022.

f. *Cost of Passes*: The parties have agreed upon the Fee Schedule as set forth in **Exhibit A** for the 2022/2023 season. Parties may agree to adjust the fee schedule upon renewal or amendment of this agreement.

g. *Final Accounting*: After sales of Passes end annually on March 31, the City will provide to the County a final accounting of all Pass sales made by the City. The County will conduct a final accounting of all Pass sales made by both parties. The County will provide the final accounting to the City, and if the parties are in agreement as to the calculations, then the party that is owed payment for Pass sales will prepare an invoice to the owing party, taking into account the payment for extended facility hours in Section 6.d. The owing party must remit payment for the invoiced amount within 35 days of receipt of the invoice.

8. **Data Practices**. The parties anticipate the collection and mutual sharing of data from Pass purchasers, including the purchaser's name, phone number, physical address, and email address for communications purposes, and the purchaser's date of birth, gender, race, and ethnicity information for demographics purposes. The parties will comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, including providing a Tennessen warning for the collection of any private data on individuals; and any other applicable statutes, any state rules adopted to implement the Act, and federal statutes and regulations related to data privacy.

9. **Liability and Insurance**.

a. Each party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting from those acts, to the extent authorized by law, and will not be responsible for the acts of the other parties or their employees, elected officials, and agents, or for any liability resulting from those acts. Each party's liability will be governed and limited by Minnesota Statutes, Chapter 466, and other applicable law.

b. Each party warrants that it is able to comply with the foregoing requirements through commercial insurance or a self-funding program.

c. All insurance policies or self-insurance certificates will be open to inspection by the other party and copies of the policies or certificates of self-insurance will be submitted to a party upon request.

10. **Cooperative Activity**. To the fullest extent permitted by law, all activities by the parties under this Agreement are intended to be and will be construed as a "cooperative activity," and it is the intent of the parties that they be deemed a "single governmental unit" for the purposes of determining total liability, as set forth in Minnesota Statutes § 471.59, subd. 1a. Nothing in this Agreement is intended to alter, or will be interpreted as altering, the treatment of the parties as a single governmental unit. For purposes of Minnesota Statutes § 471.59, subd. 1a, each party expressly declines responsibility for the acts or omissions of the other parties.

11. **Miscellaneous**.

a. *Incorporation of Recitals and Exhibit.* The County and the City agree that the Recitals made at the beginning of this Agreement, and the Exhibit that is attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.

b. *Notices.* Whenever it is required or permitted by this Agreement that notice or demand be given or served by either party to or on the other party, such notice or demand must be made in writing, and will be sufficient if delivered personally or sent by registered or certified United States Mail (return receipt requested), to the addresses set forth below. The addresses of the parties for such mail purposes are as follows, until written notice of a change of such address has been given to the other party:

If to the County:	*If to the City:*
Ramsey County Parks & Recreation Dept. ATTN: Kris Lencowski Director of Park Operations 2015 Van Dyke Street Maplewood, MN 55109-3796	City of Saint Paul Parks and Recreation ATTN: Tyler McKean Parks and Recreation Program Supervisor 25 West Fourth St, Suite 400 Saint Paul, MN 55102

c. *Relationship of the Parties.* Nothing contained in this Agreement will be deemed or construed to create a partnership, joint venture, or other fiduciary relationship between the parties. Neither party is authorized to act as an agent or on behalf of the other party.

d. *Interpretation of Agreement; Venue.* This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding

this Agreement will be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

e. *Severability.* If any provision or term of this Agreement for any reason is declared invalid, illegal, or unenforceable, such decision will not affect the validity of any remaining provisions. The remaining provisions will remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

f. *Headings.* The section headings in this Agreement are for reference purposes only and will not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.

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

h. *Entire Agreement.* This written Agreement, including any attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or contracts, either written or oral, regarding the subject matter of this Agreement. No subsequent agreement between the County and the City to waive or alter any of the provisions of this Agreement will be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

i. *Signatures/Execution.* Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes of this Agreement, "electronic signature" also means a manually signed original signature that is transmitted by any electronic means, including without limitation a faxes version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

RAMSEY COUNTY	CITY OF SAINT PAUL
Trista MatasCastillo, Chair Ramsey County Board of Commissioners	Jaime Tincher Deputy Mayor
Mee Cheng, Chief Clerk Ramsey County Board of Commissioners	Andy Rodriguez Director of Parks and Recreation
Approval Recommended: Mark McCabe, Director Parks and Recreation Department	John McCarthy Finance Director
Approved as to form: Assistant County Attorney	*Approved as to form:* Assistant City Attorney

EXHIBIT A

Fee Schedule

Annual All-Access Pass	$80
Additional Household Adult All-Access Pass	$40
Daily All-Access Pass	$15
Annual Natural Snow Pass	$35
Daily Natural Snow Pass	$6
Child 12 and under	Free
Ski Rental	$12
High School Practice	$40/student
High School Meet	$320
Meet Cancelation Fee	50% refund, 3 days' notice
School Bus Fine: Unloading in BC Rec Center Parking Lot	$100
Training/Classes Yearly Permit	$320
Stadium Rental	$320
Events	
Weekdays, Exclusive use of trails, Over three hours	$1,500
Weekdays, Over three hours	$900
Weekdays, Under 3 hours, less than 200 skiers	$320
Weekdays, Under 3 hours, 200 skiers or more	$600
Weekdays after 6pm, less than 50 skiers	$200
Weekends before noon	$1,500
Special Requests	Event Specific

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

Board of Commissioners

Request for Board Action

Item Number: 2022-397 **Meeting Date:** 9/20/2022

Sponsor: Workforce Solutions

Title
Joint Powers Agreement with City of Saint Paul Saint Paul for Workforce Services Through American Rescue Plan Act Funds

Recommendation
1. Approve the Joint Powers Agreement with the city of Saint Paul for workforce services through American Rescue Plan Act funds.
2. Authorize the Chair and Chief Clerk to execute the agreement.

Background and Rationale
The American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021. The relief package provides funding in several areas such as state and local aid, education, rental assistance, transit, stimulus payments for individuals, and other provisions. ARPA also provides $350 billion in additional funding for state and local governments.

Multiple workforce initiatives have been approved for ARPA funding and align with county identified tiers for investment. In addition to Ramsey County investments, the city of Saint Paul is planning to co-invest on these workforce initiatives. ARPA co-investments were approved by the Ramsey County for $7.65 million in March 2022. The city of Saint Paul intends to approve $15.3 million in partnership with the county. These co-investments are an opportunity to continue to demonstrate innovative collaboration for residents. Currently, the county and the city operate under a pre-existing Joint Powers Agreement for workforce services and programming to all county residents. For these ARPA investments, Saint Paul funds will be aligned with serving city residents and county funds will ensure initiatives are serving the entire county.

A Joint Powers Agreement serves as the mechanism for the county to receive funds from the city of Saint Paul and implement ARPA workforce programs as a subrecipient of the city.

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

Racial Equity Impact
The economic impacts of COVID-19, including job loss, reduction in hours and educational disruption, has disproportionately impacted Black, Brown and Indigenous communities, young people ages 18-35 and individuals with a high school diploma or less. The information has informed the development of these new workforce initiative projects to ensure that disparities that have been illuminated by COVID-19 are not deepened. Rather by providing COVID-19 impacted residents, particularly young people, with additional opportunities to reduce their barriers to work and provide paid occupational education/training paired with access to professional networks and supports, these funds will reduce economic impacts of the pandemic and mitigate the harms that have been caused.

Additionally, by investing resources, Ramsey County is investing into the future of the local workforce and

business community by creating a more inclusive economy with diverse future workers, business owners, and leaders. As stated by the county's Economic Competitiveness and Inclusion Plan, Wage disparities across racial lines are softening competitiveness and creating unnecessary economic burdens for individuals and families. A renewed - and targeted - focus on job access, skill training, and high-wage industry growth, coupled with intentional efforts to dismantle institutional racism, can create economic pathways. This has the potential to close stagnant racial income and wealth gaps while simultaneously accelerating economic growth in Ramsey County as the community recovers from COVID-19.

During the pandemic, the city of Saint Paul experienced higher rates of unemployment than the state, the metro region and the county. The uniqueness of the community, with many hospitality- related jobs made the city susceptible to significant COVID job loss. These impacts were disproportionate in who they affected.

Community Participation Level and Impact
Workforce Solutions (WFS) has engaged in a number of community engagement activities and events to inform the creation of these workforce initiatives. First, Ramsey County gathered information both from community members and community-based organizations during the evaluation of the CARES-funded programs that occurred in 2020. During that process, feedback that included increased coordination across multiple systems (county, city, schools, etc.). Additionally, WFS has been working with a variety of working groups around issues such as youth homelessness, employer needs, schools, and more. Again, the information provided by these groups is that young people need additional training and opportunities to develop both their professional and occupational skills. Finally, WFS completed several direct youth engagements including a survey and facilitated conversations over the last few months. These engagements were designed by youth and conversations were led by youth. The number one need that youth identified throughout the course of these engagements was "living assistance", indicating to WFS that young people are burdened by financial responsibilities and therefore need supplemental financial support in order to fully engage in learning and development opportunities.

These projects will be closely connected to the Ramsey County Workforce Innovation Board's Youth Committee, the city of Saint Paul's Youth Commission, the county's Transforming Systems Together Youth Advisory Council. The employer engagement initiative will create a Youth and Employer Workplace Council.

☐ Inform ☒ Consult ☒ Involve ☒ Collaborate ☐ Empower

Fiscal Impact
Under this Joint Powers Agreement, Ramsey County could receive up to $15.3 million of ARPA funds from the city of Saint Paul to implement workforce services and programs.

Last Previous Action
On March 8, 2022, the Ramsey County Board approved funding for Workforce Programs through the American Rescue Plan Act (Resolution B2022-073).

Attachments
1. Joint Powers Agreement

JOINT POWERS AGREEMENT

Between
The City of Saint Paul
And
Ramsey County

CONCERNING ARPA WORKFORCE INITIATIVES PROGRAMS

Federal Subaward Identification Requirements

1. Subrecipient's Name: Ramsey County
2. Subrecipient's Unique Entity Identifier: S5C3Q2AJXM83
3. Federal Award Identification Number (FAIN): SLFRP1612
4. Federal Award Date: March 3, 2021
5. Subaward Period of Performance Start and End Date: Date of Execution, to September 30, 2026 (or as otherwise agreed to within the Agreement)
6. Subaward Budget period Start and End Date: Date of Execution, to September 30. 2026
7. Amount of Federal Funds obligated to the Subrecipient by this action by the pass-through entity: $9,860,000.00
8. Total amount of Federal Funds obligated to the Subrecipient by the pass-through entity, including this current obligation: $9,860,000.00
9. Total Amount of the Federal Award Committed to the Subrecipient by the pass-through entity: $9,860,000.00
10. Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Ramsey County represents a governmental entity serving nearly 500,000 residents in Minnesota. The county serves as the federally designated workforce entity for the entire county, including the City of Saint Paul. American Rescue Plan Act will be used toward investments to address the public health and economic impacts of COVID-19 to provide employment and training assistance to individuals. This includes funding workforce training programs, removal of barriers to work, and forging partnerships to ensure workforce supports are accessible to those who have been impacted.
11. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for awarding official of the Pass-Through Entity:
    a. Federal Awarding Agency: United States Department of the Treasury
    b. Pass-Through Entity: City of St. Paul, 15 Kellogg Blvd. West,700 City Hall, Saint Paul, MN 55102
    c. Pass-Through Entity Awarding Official: Director, Office of Financial Services.
12. Assistance Listing Number (ALN) and Title: 21.027 - Coronavirus State and Local Fiscal Recovery Funds
13. Is award for R & D? No.
14. Indirect cost rate for the Federal Award: N/A.

This Joint Powers Agreement (the "Agreement) is by and between Ramsey County ("County"), a political subdivision of the State of Minnesota, and the City of Saint Paul, a Minnesota municipal corporation ("City"). The County and City each a "Jurisdiction" and collectively the "Jurisdictions."

WHEREAS, the Jurisdictions are governmental units as defined in Minnesota Statutes Section 471.59; and

WHEREAS, Sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (Pub. L. No. 117-2 and amendments thereto) ("ARPA"), authorized the U.S. Department of the Treasury ("Treasury") to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (the "SLFRF"); and

WHEREAS, the SLFRF program delivered $350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and

WHEREAS, under the SLFRF, Treasury allocated $106,893,403.00 to Ramsey County (the "County Award") and $ 166,641,623.00 to the City of Saint Paul (the "City Award") (collectively the "SLFRF Funds"); and

WHEREAS, the COVID-19 pandemic created the need for rapid and responsive policies and investments in people, businesses, and families in the City of Saint Paul and Ramsey County; and

WHEREAS, the County and the City met over the past year to discuss and plan regarding the transformational opportunity made possible by the SLFRF Funds; and

WHEREAS, the County and the City have identified an area of shared interest where collaboration will provide additional benefit to those served by the Jurisdictions; and

WHEREAS, the County and the City are especially committed to the recovery and development of the workforces in each Jurisdiction; and

WHEREAS, by bolstering existing programs within the Jurisdictions across the public service spectrum, the Jurisdictions ensure the success of efforts to achieve long-term health, equity, and prosperity for each Jurisdiction; and

WHEREAS, the County and the City find that working collaboratively provides the most effective responses to the COVID-19 pandemic and said collaboration best supports families and communities, and improves overall outcomes; and

WHEREAS, pursuant to Treasury guidance, SLFRF recipients may "pool" funds for eligible projects via intergovernmental transfers; and

WHEREAS, the City intends to transfer $9,860,000.00 in SLFRF Funds (City Award) to Ramsey County to carry out the purposes of the Workforce Initiatives Programs set forth in this Agreement; and

WHEREAS, the City's transfer of funds to the County will be treated as a Subaward and the City will monitor the County as a Subrecipient for SLFRF compliance and reporting purposes; and

WHEREAS, the Jurisdictions wish to enter into this Agreement pursuant to Minnesota Statutes section 471.59 to formalize their collaboration related to the ARPA Workforce Initiative Programs and the deployment of the SLFRF Funds for this purpose;

NOW THEREFORE, IT IS HEREBY AGREED, by and between the Jurisdictions as follows:

SECTION 1: PROGRAM PURPOSE

1.1 Purpose

In furtherance of the Jurisdictions' desires to best utilize the SLFRF Funds for transformational change in response to the COVID-19 pandemic and consistent with ARPA requirements, the Jurisdictions agree that collaboration on the following Workforce Initiative programs, as administered by Ramsey County, will best serve the residents of Ramsey County and the City of St. Paul (collectively referred to as the "Initiatives" and each individually referred to as an "Initiative"):

1. Driver's License Academy
2. No Barrier Employment Program
3. Youth Employment Affiliate
4. Digital Career Pathways and Resource Hub
5. Learn Earn and Achieve Potential (LEAP) Program
6. Learn and Earn Models

SECTION 2: DEFINITIONS

In addition to those definitions provided within the Agreement, the following definitions also apply:

ARPA Guidance:	Treasury adopted an Interim Final Rule and subsequently a Final Rule related to the American Rescue Plan Act (31 CFR Part 35), issued a Compliance and Reporting Guide, and provided answers to Frequently Asked Questions concerning the use of SLFRF Funds allocated to state and local governments from the SLFRF. "ARPA Guidance" means: the Interim Final Rule, Final Rule, Compliance and Reporting Guide and Frequently Asked Questions and any other Treasury guidance, including as the same may be amended, supplemented, or superseded from time to time.
Attachment A:	Means the Attachment A attached to this Agreement, which contains Initiatives 1-5 as referenced in Section 1.1 of this Agreement.
Attachment B:	Means Attachment B attached to this Agreement, which contains Initiative 6 as referenced in Section 1.1 of this Agreement.
City Program Administrator:	Office of Financial Services Grants Management Staff designated to review and approve City Award reimbursement requests, and to oversee the monitoring and reporting obligations related to the Workforce Initiatives.
County Program Administrator:	County Staff designated to facilitate and administer Workforce Initiatives,
Date of Execution:	Means the date the last Jurisdiction official signs the Joint Powers Agreement.
Disbursement:	Means a payment made on a request for reimbursement or advanced disbursement basis.
Program Funds:	Means all funds the County receives from the City pursuant to this Agreement and all Program Income as such is defined by 2 C.F.R. § 200.1.
Initiative Budget:	Means the budget the County submits to the City for each Initiative that the City reviews and approves in writing, which the budgets for Initiatives 1 – 5 upon City approval become part of and are thereby incorporated into

Attachment A and the budget for Initiative 6 upon City approval becomes part of and is thereby incorporated into **Attachment B**.

Subaward: Means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient: Means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal Awarding Agency.

Uniform Guidance: Means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 C.F.R. 200.

SECTION 3: TERM, FUND TRANSFERS, USE OF FUNDS

3.1 Term & Period of Performance

A. Term. The term of this Agreement commences on the Date of Execution and, unless terminated earlier as provided in this Agreement, shall terminate ninety (90) days after the earlier of (1) the date on which all ARPA Funds have been exhausted by the Jurisdictions or recaptured by the federal government; or (2) the end date for the Subaward Period of Performance ("Period of Performance.") This Agreement may be extended upon mutual written agreement of the Jurisdictions.

Period of Performance. The Period of Performance for this Subaward begins on the Date of Execution and ends on September 30, 2026, or three months prior to Department of Treasury final expenditure deadline (which at the time of this Agreement is December 31, 2026), whichever occurs first. The County may use the SLFRF Funds to cover eligible costs incurred during this Period of Performance for the Subaward.

3.2 Use of Funds, Reimbursement and Submissions, Advanced Disbursement, and Disbursements

A. Use of Funds. The Statements of Work/Scopes of Services for the Initiatives are hereby made part of this Agreement and collectively attached hereto as **Attachments A and B.** For each Initiative, the County shall provide services as described in **Attachments A and B**. The County agrees to undertake the activities on the Statement of Work/Scope of Services for each Initiative in accordance with the terms of this Agreement, and said activities shall be completed in accordance with the applicable timeframes for each Initiative set forth in **Attachments A and B**. If the County fails to comply with the applicable timeframes for each Initiative or any other term of this Agreement (including any attachments or exhibits made part of or incorporated in this Agreement), the City may enforce remedies for noncompliance or default in accordance with 2 C.F.R. §§ 200.339-200.343. The County may not use the City Award for capital expenditures, or any uses prohibited by ARPA Guidance or Uniform Guidance. If the County uses the funds for labor construction activities, ARPA Guidance, Uniform Guidance, and/or any related labor laws and regulations (i.e., Federal Davis Bacon) could apply. The County agrees to notify the City in writing prior to incurring labor construction related expenditures so the Jurisdictions can properly assess and determine the applicability of the laws and regulations as stated above. For the avoidance of doubt, labor construction activities will not include workforce occupational skills training in areas that may include construction, solar, and other trades.

B. Requests for Reimbursement**.** The City will provide the City Award to the County on a cost reimbursement basis except where an advance payment has been requested and approved in accordance with Section 3.2 D of this Agreement. Any reimbursements must be in accordance ARPA Guidance, Uniform Guidance, and City regulations and procedures. The City is under no obligation to honor or pay any request for reimbursement for an Initiative from sources other than from the City Award that have been allocated for that Initiative. Disbursement is also subject to the County carrying out each Initiative in accordance with the terms of this Agreement (including **Attachments A and B**). Final requests for reimbursement must be submitted within 60 days following the end of the Period of Performance or as otherwise agreed to between the parties. The City Program Administrator shall review and approve or deny the request in accordance with this Agreement.

C. Request for Reimbursement Submissions. The City may request verification of expenditures to ensure its own compliance with all Federal, State and local requirements. The County will respond to any questions or follow-up documentation needed by the City.

1.) **Initial Budgets**. To establish a baseline for financial monitoring, the County must provide to the City a detailed budget for each Initiative prior to issuing the first invoice to the City, as outlined in **Attachments A and B**, for a total number of six budgets. For these detailed submissions, each budget must be broken down by

Federally eligible cost categories in line with the categories the County uses in its own subrecipient invoice procedures. Initial budgets must be received, finalized, and approved prior to periodic invoicing as outlined in Section 3.2 C (2).

2.) **Periodic Invoices.** The County will invoice the City up to monthly, but at least quarterly by Initiative. Effectively, the County may send the City up to 6 invoices per month (one per Initiative). The invoices may be at a summary level, and do not need to be organized by the detailed category level included in the initial budgets.

3.) **Financial Monitoring.** The City will conduct 1-2 financial monitoring visits of the County's invoices over the period of the grant. At these visits, the County will provide the City with all invoices from its subrecipients for all initiatives for a given month, and the City will reconcile that those align with what the County invoiced the City for that month for each initiative.

D. Requests for Advance Disbursement. The County may submit requests for advance disbursement for up to three (3) months of expenses, that may be requested as a one-time advance or three separate requests for a single month, up to 6.6% of the City Award. The Advance Disbursement Request must identify the estimated City Award needed, the intended use of the requested City Award, and may include statements and records and supporting documentation to show proof of payment for any previous advanced disbursement if requested in 3 monthly installments, as agreed upon by the Jurisdictions. Upon the City's receipt of a completed request for advance disbursement, the City will approve or deny the request within 30 days. The City may deny a request for advance disbursement if the County's request does not fully comply with the requirements of this Section or this Agreement.

E. Disbursements. The City shall use best efforts to disburse any approved portion of the City Award allocated for the Initiative or Initiatives to the County within two weeks following approval of a Disbursement request and shall do so no later than 30 days following approval of the Disbursement request. Notwithstanding anything to the contrary, the City shall have no obligation to reimburse the County for any costs or expenses that the City deems an ineligible use of SLFRF Funds based on ARPA, SLFRF Award Terms and Conditions, and/or the ARPA Guidance as defined herein or that is not a permitted use of SLFRF Funds under this Agreement or pursuant to Uniform Guidance.

SECTION 4: JOINT CONTRACTING AND PURCHASING

4.1 Joint Contracting and Purchasing

If it becomes necessary or applicable, this Agreement shall specifically authorize the joint exercise of solicitation and contracting powers ("joint exercise") between the Jurisdictions for the purposes of carrying out the workforce Initiatives contemplated in this Agreement. In the event that joint exercise becomes necessary, each Jurisdiction will execute contracts and/or carry out purchasing activities directly with contractors and subrecipients and all ordering and payments will be the sole responsibility of the respective Jurisdiction. Except where the Jurisdictions agree to otherwise within this Agreement, in the event that joint exercise options are pursued, the obligations, liabilities, and responsibilities of a Jurisdiction will not be the obligation, liability, or responsibility of the other Jurisdiction. For the avoidance of doubt, **Attachments A and B** specify that the County shall take on all purchasing and contracting activities related to the referenced Initiatives in accordance with applicable federal, state, and local laws and regulations. The use of joint exercise will be available if needed at a future date and the City agrees to such joint exercise for the particular situation.

SECTION 5: COUNTY TERMS AND CONDITIONS

The City shall treat the County as a Subrecipient for the purposes of this Agreement and to comply with the ARPA Guidance. The County shall have all of the duties and obligations of a Subrecipient as defined in 2 C.F.R. 200.1.

5.1 Scope of Services

The County shall administer the Initiatives consistent with the Statement of Work/Scope of Services for each Initiative and Initiative Budget, which is attached hereto as **Attachments A and B**. The Parties agree that **Attachments A and B** may require periodic modifications without formal amendment as outlined in Section 6.6. Modifications to **Attachments A and B** without formal amendment may include: (1) Changes in project leadership; (2) stopped work as a result of staff shortages or similar unforeseen circumstances; and (3) budget modifications between approved line items within each Initiative. All other changes will be subject to the formal amendment process outlined in Section 6.6 and may not submitted for **Attachment A & B** modification pursuant to this section. The County must submit modification requests to the City Program Administrator in a format provided by the City. The City will approve or deny the request for modification in writing, and if approved, the modification will become a part of this Agreement as of the date of approval.

5.2 Uniform Administrative Requirements

The County shall comply with the policies, guidelines, and requirements and standards (as the same may be amended, supplemented, or superseded from time to time) set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 (the "Uniform Guidance"), as applicable and specified for SLFRF Awards.

5.3 Prohibited Activity

The County is prohibited from using Program Funds, or personnel employed in the administration of the Initiatives for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities, or billboard advertising.

5.4 Equipment Management Requirements

The County shall comply with the procedures for managing equipment in accordance with ARPA, ARPA Guidance, and Uniform Guidance.

5.5. Personnel

The County represents that it has engaged or will engage all personnel required to perform the services for the Initiatives under this Agreement. All the services required hereunder shall be performed by the County or under its supervision, and all personnel engaged in performing the same shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

5.6 Performance Monitoring and Reporting

The County is subject to the Federal, Uniform Administrative Requirements 2 CFR 200, including sections 200.303 (internal controls), 2CFR 200.330-332 (subrecipient monitoring), and, Subpart f (audit requirements). The City may impose special conditions pursuant to 2 CFR 200.208.

A. Performance Monitoring. The County shall participate in ongoing monitoring activities provided by the City which may include, but are not limited to, check-in calls, desk reviews and on-site visits with City staff. Further, as applicable, County shall be responsible for ongoing monitoring of its subcontractors and subrecipients.

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

B. Reporting. Upon the City's request, the County will submit to the City Program Administrator written reports in a mutually agreeable format based on performance metrics outlined in this Agreement and Attachments A and B. The County agrees to provide to the City the information necessary for the City to reasonably satisfy its monitoring obligations and to reasonably satisfy any federal and/or state reporting and accountability requirements for the City Award. All financial transactions must have supporting documentation.

5.8 Insurance

The County shall purchase and maintain such insurance as will protect the County from claims which may arise out of, or result from, the County's operations under this Agreement, whether such operations are by the County or by any contractor or subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable. Alternatively, coverage may be provided through a program of self-insurance.

The County shall secure and maintain the following coverages and comply with all provisions noted. Certificates of Insurance or a Letter of Self Insurance shall be issued evidencing such coverage to the City throughout the term of this Agreement.

A. Commercial General Liability Insurance. All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

   $ 1,500,000 per occurrence
   $ 2,000,000 general aggregate
   $ 2,000,000 products/completed operations total limit
   $ 1,500,000 personal injury and advertising liability

B. Workers' Compensation and Employer's Liability

   Workers' Compensation as required by Minnesota Statutes
   Employer's Liability limits: $500,000/$500,000/$500,000

All Certificates of Insurance/ Letters of self-insurance shall provide that the insurance company (or the County) gives the City thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.

The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the County to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

Certificate of Insurance/Letters of Self-Insurance must indicate if the policy is issued pursuant to these requirements. The County shall not commence work until the County has obtained the required insurance and filed an acceptable Certificate of Insurance/Letter of Self-Insurance with the City

Program Administrator. Copies of insurance policies or their equivalent shall be submitted to the City upon request. Certificates/Letters shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

5.9 Accounting Standards

The County agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Agreement and structure each Initiative Budget to provide a separate and identifiable audit/budget trail which details all expenditures related that Initiative Budget. The County shall ensure that all payments are made in accordance with applicable federal, state, and local laws, ARPA, ARPA Guidance and Uniform Guidance. The County shall maintain appropriate segregation of duties for payment processing and related financial transactions. The County will provide an accounting of SLFRF Funds spent to date for each Initiative to the City upon request, but no more often than monthly unless such accounting is needed for the City to meet its reporting obligations related to the City Award.

5.10 Record Retention

Pursuant to Minnesota Statutes, section 138.17 and section 15.17, the County shall retain all records pertinent to expenditures incurred under this Agreement in a legible form for a period of six (6) years commencing after the later of contract close-out or resolution of any audit findings.

Records for non-expendable property acquired with Program Funds under this Agreement shall be retained for six (6) years after final disposition of such property.

Pursuant to the terms and conditions of the SLFRF Award Terms and Conditions, the County shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and the ARPA Guidance. The County shall maintain records for a period of five (5) years after all SLFRF Funds have been expended or returned to Treasury, whichever is later.

The State and Federal retention requirements shall be read together so as to avoid conflict. For clarity, the later of the two dates outlined in this section shall control in relation to the County's record retention duties and obligations. The County's record keeping duties and obligations shall survive the termination or expiration of this Agreement.

5. 11 Inspections and Audits

A. Inspections. Subject to the requirements of Minnesota Statutes section 16C.05, Subd. 5, the City, the State Auditor, the Treasury Office of the Inspector General and the Government Accountability Office, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have the right of access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, accounting practices and procedures (electronic or otherwise) of the County relating to the Initiatives or this Agreement. The County shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

B. Single Audit Requirement. The County shall comply with single audit requirements as included in Subpart F of Uniform Guidance.

5.12 Data Privacy and Security –

Both Jurisdictions must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or any other applicable state statutes, any state rules adopted to implement the MGDPA and related statutes, as well as federal statutes and regulations, as they apply to all data created, collected, received, stored, used, maintained, or disseminated under this Agreement.

5.13 Civil Rights Compliance/Non-Discrimination

The County agrees for itself and its successors and assigns, that during the term of this Agreement, the County shall not, in the administration of the Initiatives, discriminate on the basis of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age, marital status or status with regard to public assistance. The County agrees to comply with applicable provisions of applicable federal, state, and local regulations, statutes and ordinances pertaining to civil rights and non-discrimination in the application for and employment of applicants, employees, contractors, subcontractors, and suppliers of County. Federal, state, and local statutes and ordinances to which the County shall be subject under the terms of this Agreement include, without limitation:

A. 42 U.S.C. Section 2000e, et seq. (Title VII of the Civil Rights Act of 1964);
B. 29 U.S.C. Sections 621-624 (the Age Discrimination in Employment Act);
C. 42 U.S.C. Section 12101-12213 (the Americans with Disability Act or ADA);
D. 29 U.S.C. Section 206(d) (the Equal Pay Act);
E. 8 U.S.C. Section 1324 (the Immigration Reform and Control Act of 1986);
F. Minnesota Statutes, Chapter 363A and Section 181.59;
G. Chapter 183 of the Saint Paul Legislative Code. The provisions of Section 183.04 of Chapter 183 are incorporated herein by reference; and
H. All regulations and policies promulgated to enforce the above-listed laws.

5.14 Contracts and Subcontracts

The County binds itself, its partners, successors, assigns and legal representatives to the City for all covenants, agreements, and obligations herein. The County may enter into contracts or subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City. However, entering into such contracts shall under no circumstances relieve the County of its liabilities and obligations under the Agreement.

The County shall be responsible for the performance of all contractors and subcontractors, including subrecipients. Further, the County shall be fully responsible employ reasonable procedures to ensure that all County contractors or subcontractors comply with the terms of this Agreement. Contracts between the County and each contractor or subcontractor shall require that the contractor's or subcontractor's services be performed in accordance with ARPA, ARPA Guidance, and Uniform Guidance, and this Agreement. The County shall make contracts between the contractors or subcontractors available upon request. The County will comply with Minn. Stat. 471.425, ensuring prompt payment of local government bills.

SECTION 6: GENERAL TERMS & CONDITIONS

6.1 Conflict of Interest

The Jurisdictions affirm that to the best of their knowledge, their involvement in this Agreement does not result in a conflict of interest with their respective Jurisdiction, or any other party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to the either Jurisdiction, that Jurisdiction shall immediately notify the other Jurisdiction of the conflict or potential conflict in writing, specifying the part of this Agreement giving rise to the conflict or potential conflict, and advise whether it will or will not resign from the other engagement or representation. If the Jurisdiction receiving notice of the conflict or potential conflict determines that it is a violation of any applicable federal, state, or local law, such conflict or potential conflict may be cause for cancellation or termination of this Agreement.

6.2 Force Majeure

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

6.3 Termination, Special Conditions, Remedies for Non-Compliance

A. For Convenience

Either Jurisdiction may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice to the other Jurisdiction.

B. For Cause.

The Jurisdictions reserve the right to exercise available remedies pursuant to 2 CFR 200.339, and/or terminate this Agreement for cause pursuant to 2 C.F.R 200.340 if either Jurisdiction violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement. The Jurisdictions will follow all notice procedures and requirements pursuant to Uniform Guidance. If either Jurisdiction exercises its right to terminate under this Section, it will submit written notice to the defaulting Jurisdiction, specifying the nature of the breach and the date by which such breach must be cured.

C. In the Event of Termination.

In the event the City terminates this Agreement or any portion thereof pursuant to this section, the City will reimburse the County for all eligible expenditures previously incurred pursuant to this Agreement up to the date of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the County must take all necessary actions to discontinue use of City Award funds to the extent they relate to the terminated portions of this Agreement.

Alternatively, in the event the County terminates this Agreement or any portion thereof pursuant to this section, the County will promptly submit all relevant invoices and required documentation related to all previously incurred expenditures pursuant to this Agreement up to the date of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the City must take all necessary actions to reimburse the County for the previously incurred expenditures as they relate to the terminated portions of this Agreement.

6.4 Responsibility for Acts and Omissions, Insurance

Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each Jurisdiction agrees that it will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other

Jurisdiction or their employees, elected officials, and agents, or for any liability resulting therefrom.

Each Jurisdiction warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-funding program.

Nothing in this Agreement constitutes a waiver by either Jurisdiction of any limitation of liability under Minnesota Statutes Chapter 466, or any other statutory or common law immunities, limits, or exceptions on liability. In accordance with Minnesota Statutes section 471.59, for purposes of determining total liability for damages, the Jurisdictions shall be considered a single governmental unit with respect to the Initiatives and the total liability for the Jurisdictions shall not exceed the limits on governmental liability for a single governmental unit as specified in section Minnesota Statutes section 466.04, subdivision 1.

6.5 Human Rights/Affirmative Action/Economic Opportunity

The Jurisdictions agree to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discriminationon account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance.

6.6 Amendments

Except where otherwise agreed to by the parties when making modifications as allowed under section 5.1 to the Attachments A and B, any amendment or modification to this Agreement must be in writing and will not be effective until executed by both Jurisdictions.

6.7 Interpretation of Agreement; Venue

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

6.8 Severability

The provisions of this Agreement are severable, and if any provision hereof or the application of any such provision under any circumstances is held to be invalid, such invalidity will not affect any other provision of this Agreement or the application of any other provision.

6.9 Notices

Any notices required under this Agreement or communication and details concerning the activities under this Agreement shall be sent to the following contract representatives of the Jurisdictions:

Ramsey County 121 7th Place E Suite 4000 Saint Paul, MN 55101 Attn: Tara Bach With a copy to the County Attorney 345 Wabasha St N #120 St Paul, MN 55102 Attn: Civil Division Director	City of St. Paul 15 Kellogg Blvd. West 700 City Hall Saint Paul, MN 55102 Attention: Laura Logsdon With a copy to the City Attorney 15 Kellogg Blvd. West 400 City Hall Saint Paul, MN 55102 Attn: ARPA Attorney

6.10 Conflict and Priority

This Agreement shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Agreement. In the event that a conflict is found between the provisions in this Agreement and any attachments, exhibits or terms and conditions, the terms of the Agreement shall prevail.

If any provision of this Agreement or the County's intended use of Program Funds conflicts with, or is inconsistent with, ARPA, SLFRF Award Terms and Conditions, ARPA Guidance, or any other applicable federal, state, or local requirements, will control.

6.11 No Third-Party Beneficiaries

This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

6.12 Waiver

Failure to enforce any provision of this Agreement does not affect the rights of the Jurisdictions to enforce such provision in another circumstance. Neither does it affect the rights of the Jurisdictions to enforce any other provision of this Agreement at any time.

6.13 Entirety of Agreement

This Agreement and the attachments/exhibits hereto, constitute the entire and exclusive Agreement of the Jurisdictions for the Initiatives.

6.14 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Jurisdictions shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

6.15 Recitals

The matters set forth in the Recitals of this Agreement are incorporated into and made part of this Agreement as though fully set forth as terms herein.

6.16 Attachments

The attachments to this Agreement, and all obligations and duties articulated therein, are incorporated into, and made part of this Agreement:

Attachment A	Statement of Work/Scope of Services for Initiatives 1-5
Attachment B	Statement of Work/Scope of Services for Initiative 6
Attachment C	Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions
Attachment D	Standard Federal Requirements
Attachment E	Federal Labor Standards Provisions - If Applicable
Attachment F	Lobbying Certification
Attachment G	Self-Insurance Letter

IN FURTHERANCE WHEREOF, the Jurisdictions hereto have executed this Agreement as of the date first written above.

[Signatures on following pages]

CITY OF SAINT PAUL, MINNESOTA

By: _____
Its Mayor/Deputy Mayor

By: _____
Its Director, Office of Financial Services

APPROVED AS TO FORM:

_____
Assistant City Attorney

RAMSEY COUNTY, MINNESOTA

By: _____

Its Chair, Ramsey County Board of Commissioners

By: _____

Its Chief Clerk, Ramsey County Board of Commissioners

APPROVAL RECOMMENDED:

_____

Director, Financial Assistance Services Department

APPROVED AS TO FORM:

_____

Assistant County Attorney

SAINT PAUL
MINNESOTA

ATTACHMENT A

CITY OF SAINT PAUL, MN AND RAMSEY COUNTY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
(FEDERAL ASSISTANCE LISTING NO. ALN 21.027)
STATEMENT OF WORK / SCOPE OF SERVICES

(5 Pages)

Entity Responsible for Carrying Out This Project: Ramsey County Workforce Solutions
Address: 160 E. Kellogg Blvd. St. Paul, MN 55101
Contract Manager: Director of Workforce Solutions
Phone #:651-266-6001

Project Area: Drivers Academy
City Budget Allocation: $250,000.00

Federal recognized intervention: Provides soft skills for employment as part of research based Learn and Earn.

Summary:

The shifting economy and need for more workers in pandemic recovery require young people to have their driver's licenses. Driver's licenses are necessary to provide reliable transportation to jobs, to work a more flexible work schedule, and increase earnings. Without the means to get a driver's license employment and professional opportunities are limited.

Through the Ramsey County Driver's License Academy, St. Paul job seekers age 18-24 who are COVID-19 impacted and enrolled in credentialed or certificate career pathway, job training, or industry exploration programs will receive individualized support to obtain a driver's license.

Outcome: City of Saint Paul young adults obtain a Class D Driver's License -	
Measure 1	93 of 125 City of St. Paul young adults (75% of 125 over 3.75 years) get their MN Class D Driver's License
Measure 2	The number of third-party Class D permit-protector sites in Ramsey County will increase from 1 to 5 over 3.75 years.

	Activity Description	Performance Target-annual & total (ex. # of participants)	Staff or Entity Responsible (use job titles)	Start Date End Date
1.	**Comprehensive Program budget:** by sub budget categories. Ex. Staff salaries, participants support, and cost estimates for subsidized employment.	Project cost details submitted on City form	Ramsey County	Prior to first Periodic Invoice
2.	**Job seekers will receive individualized support to obtain a driver's license:** Job seekers may request tutoring and support to obtain a Class D Instruction Permit, adult Behind-The-Wheel instruction, insured vehicle for road test as well as fees associated with obtaining a Class D instruction permit and driver's license. Job seekers will also receive incentives for goal obtainment. Incentives will be mailed to job seekers. All other services will be paid directly to vendor.	33 students annually, 125 students over 3.75 years	Ramsey County	September 2022 through September 30,2026*
3.	**Increase number of third-party Class D permit-protector sites in Ramsey County**	4 additional third -party proctor sites over 3.75 years	Ramsey County	January 2023 through September 30, 2026*

SAINT PAUL
MINNESOTA

Program Area: No Barrier Employment Program

City Budget Allocation: $750,000.00

Federal recognized intervention: Center for Employment Opportunities | Results for America (results4america.org)

Summary: There are many Saint Paul residents who need low or no barrier employment opportunities. Economic insecurity in the community has increased during COVID and has led many individuals to individual hardships, including job loss and lack of access to a permanent address. Without access to a permanent address, and other challenges that accompany homelessness, obtaining a job becomes extremely challenging. Ramsey County and the City of Saint Paul will implement employment models to support those within the City of Saint Paul experiencing homelessness with low-to-no barrier meaningful work experiences, wages, and connections into the workforce ecosystem.

Outcome: Increased employment opportunities to support those within the City of Saint Paul experiencing homelessness	
Measure 1	375 participants (unduplicated) served over 3.75 years
Measure 2	$225,000 paid in wages and stipends to participants over 3.75 years

	Activity Description	**Performance Target- annual & total (ex. # of participants)**	**Staff or Entity Responsible (use job titles)**	**Start Date End Date**
1.	**Comprehensive Program budget:** by sub budget categories. Ex. Staff salaries, participants support, and cost estimates for subsidized employment.	Project cost details are submitted City Budget form	Ramsey County	Prior to first Periodic Invoice.
2.	**Low -to-no barrier meaningful work experience:** outreach to youth and adults experiencing homelessness will be conducted and those identified individuals will be provided with day employment and connections to further employment readiness programming. Eligibility screenings will be conducted, to ensure compliance with federal requirements.	375 City of St. Paul residents will be served in the program. Over 3.75 years	Ramsey County responsible either through direct service or contracted partner	January 2023 through September 30, 2026*
3.	**Wages Paid:** funds will be used to compensate participants for their work through low-barrier payment methods	$225,000 in wages and stipends will be paid over 3.75 years	Ramsey County responsible either through direct service or contracted partner	January 2023 through September 30, 2026*

SAINT PAUL
MINNESOTA

Program Goal Area: Youth Employment Affiliate

City Budget allocation: $100,000.00

Federal recognized intervention: Provides school partnership engagement as part of researched based Learn and Earn.

Summary: Due to the COVID-19 pandemic, school disruption has severely impacted Saint Paul young people. Existing workforce funding streams are focused heavily on supporting out of school youth. As a result, there is a gap in supporting opportunities for youth in school related to career exploration, access to work experiences and internships, and connections to other career readiness and professional development resources. This investment area will allow for Ramsey County to provide systems alignment to create connections for schools located within Saint Paul. This alignment will include additional supports for schools such as industry events and job fairs and other career exploration opportunities for students. In addition, this funding will be used to create a pilot Work Barrier Removal Fund to provide small financial support for COVID-19 impacted students to pay for work related items needed at the start of a job such as uniforms, transportation, and other related items.

Outcome: Supports schools with industry events, job fairs and other career exploration opportunities for St. Paul students.

Measure 1	6 schools based in St. Paul will engage in the Ramsey County Youth Affiliate Program over 3.75 years
Measure 2:	60 young adults receive resources through Individual Barrier Fund over 3.75 years

	Activity Description	**Performance Target- annual & total (ex. # of participants)**	**Staff or Entity Responsible (use job titles)**	**Start Date End Date**
1.	**Comprehensive Program budget:** by sub budget categories. Ex. Staff salaries, participants support, and cost estimates for subsidized employment.	Project cost details are submitted City Budget form	Ramsey County	Prior to first Periodic Invoice.
2.	**Create connections for schools** located within Saint Paul.	6 new school partnerships in Saint Paul over 3.75 years	Ramsey County responsible either through direct service or through contracted partner	January 2023 through September 30, 2026*
4.	**Pilot Work Barrier Removal Fund:** provide small financial support for COVID-19 impacted City of St. Paul students to pay for work related items needed at the start of a job such as uniforms, transportation, and other related items. Eligibility screenings will be conducted, to ensure compliance with federal requirements.	60 students will receive supports through fund over 3.75 years	Ramsey County responsible either through direct service or through contracted partner	January 2023 through September 30, 2026*

SAINT PAUL
MINNESOTA

Program Goal Area: Digital Career Pathways and Resource Hub

City Budget Allocation: $750,000.00

Federal recognized intervention: Provides engagement activities as part of researched based Learn and Earn.

Summary: Access to employment and training resources is a barrier for youth and young adults in the community. Through various youth engagement sessions, it was identified that there is a gap in sharing employment resources to young people in a way that is organized, meaningful, and reflective of the diversity in our community while also being engaging for young people. This investment area will create an online website serving as a digital hub for youth and young adults in Ramsey County and the City of Saint Paul for employment resources, with a significant emphasis on sharing videos and other content focused on telling the story of local individuals who have overcome barriers to successful career pathways. Content for this site will be informed, developed, and shared by local young people.

Outcome: Online website serving as a digital hub for youth and young adults in the City of Saint Paul for employment resources.	
Measure 1	10 local resources will be made available on the website over 3.75 years
Measure 2	5 local content videos will be displayed on website over 3.75 years
Measure 3	12 young adults will be employed to create local content over 3.75 years

	Activity Description	**Performance Target- annual & total (ex. # of participants)**	**Staff or Entity Responsible (use job titles)**	**Start Date End Date**
1.	**Comprehensive Program budget:** by sub budget categories. Ex. Staff salaries, participants support, and cost estimates for subsidized employment.	Project cost details are submitted City Budget form	Ramsey County	Prior to first Periodic Invoice.
2.	**Create an online website** serving as a digital hub for youth and young adults in Ramsey County and the City of Saint Paul for employment resources. Sharing videos and other content focused on local individuals who have overcome barriers to successful career pathways.	10 local resource pages and 5 videos created, over 3.75 years	Contracted service with Road Trip Nation	January 2023 through September 30, 2026*
3.	Content for this site will be informed, developed and shared by local young adults. All young adults will be hired and compensated.	12 young adults annually trained in creative media and Tech pathway, annually and over 3.75 years	Road Trip Nation	January 2023 through September 30, 2026*

SAINT PAUL
MINNESOTA

Program Goal Area: LEAP

City Budget Allocation: $600,000.00

Federal Program Alignment: Provides career readiness and support to City of Saint Paul opportunity youth.
https://www.aecf.org/work/economic-opportunity/work-education-and-income/learn-and-earn-to-achieve-potential

Summary: Learn and Earn to Achieve Potential (LEAP)™, a multisite initiative of the Annie E. Casey Foundation, aims to increase employment and educational opportunities for young people facing some of the greatest challenges on the path to adulthood. LEAP focuses on young people who have been in foster care, involved in the justice system, experienced homelessness or are pregnant or parenting. The initiative aims to adapt evidence-based models to meet the needs of these youth, including support to address the trauma they have experienced in their lives. Funding will support LEAP pilot sites with the administering of the Jobs for America's Graduates (JAG) career-readiness curriculum at five partner sites (schools and community-based organizations) across Saint Paul -. Additionally, Saint Paul partner sites will be connected to a wider network of professionals and resources who are serving the same population. These connections will then facilitate a more informed referral system for young people to get connected to additional supports that they may need.

Outcome: Increase employment and educational opportunities for young people who have been impacted by the foster care or justice system, experienced homelessness or are pregnant or parenting.	
Measure # 1	5 new LEAP sites in Saint Paul over 3.75 years
Measure #2	150 of 200 Saint Paul youth (75% of 200 youth over 3.75 years) will complete the JAG curriculum

	Activity Description	**Performance Target- annual & total**	**Staff or Entity Responsible (use job titles)**	**Start and End Date**
1.	**Comprehensive Program budget:** by sub budget categories. Ex. Staff salaries, participants support, and cost estimates for subsidized employment.	Project cost details are submitted on City Budget form	Ramsey County	Prior to first Periodic Invoice.
2.	Development of partner sites to run the LEAP program.	5 Contracts	Ramsey County	January 2023 through September 30, 2026*
3.	**Administering of the Jobs for America's Graduates (JAG) career-readiness curriculum** at eight partner sites (schools and community-based organizations) across Saint Paul.	150 of 200 youth enrolled during 3.75 years will complete JAG curriculum	Contracted partners TBD	January 2023 through September 30, 2026*

*September 30, 2026, or three months prior to final expenditure deadline (which at the time of this Agreement is December 31, 2026) as required by the Department of Treasury, whichever occurs first.

SAINT PAUL
MINNESOTA

ATTACHMENT B

CITY OF SAINT PAUL, MN AND RAMSEY COUNTY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS
(FEDERAL ASSISTANCE LISTING NO. ALN 21.027)
STATEMENT OF WORK / SCOPE OF SERVICES

(4 Pages)

Entity Responsible for Carrying Out This Project: Ramsey County Workforce Solutions

Address: 160 E. Kellogg Blvd. St. Paul, MN 55101

Contract Manager: Director of Workforce Solutions

Phone #: 651-266-6001

Program Area: Learn and Earn

City Budget Allocation: $ 7,410,000.00

Federal ARP Recognized Intervention Alignment: Adult Vocational Training

Summary: To thrive economically, Ramsey County and Saint Paul residents impacted by COVID-19 need additional upskilling to move from lower paid occupations into gateway and target occupations which have more economic opportunity. For those impacted by COVID-19, the cost of training is a significant burden as they must forgo possible wages. To address this challenge, Workforce Solutions is proposing an investment into "Learn & Earn" models for occupational training and upskilling. ARPA eligible Saint Paul residents will have access to Learn and Earn occupational training opportunities supporting residents to assist in paying tuition, books, technology costs, etc. related to the occupational training.

Occupational training is defined as an organized program of study (including an apprenticeship) that leads to ability to perform specific job-related tasks and the attainment of a recognized certification, license, credential, or post-secondary course credit towards a degree, and meets industry competency standards for a specific occupation.[1] Trainings that are provided through this initiative must be focused on assisting residents to enter or progress in a Gateway Occupation. Gateway Occupations are those that have:

- $42,000+ Average Annual Wage
- Minimal negative impact to employment during the COVID-19 Pandemic
- Strong current demand (unemployment below 3% and/or higher than average job posting volumes in the past 12 months)
- Strong forecasted demand (higher than average forecasted growth through 2026 and/or will likely replace 50% or more of the existing workforce in the next five years)
- Focus on middle-skill jobs with opportunity for advancement into high-wage, high-demand Target occupations through additional experience or educational advancement
- Focus on roles typically requiring an associate degree or less that offer opportunity for immediate employment or early Learn and Earn activities

To ensure that Saint Paul Residents can successfully participate and complete these training programs, compensation will be provided for time spent learning. These may include internships, subsidized wages, stipends for learning, and/or other forms of compensation. Additionally other professional development supports including career pathway coordination,

[1] Definition is based on CFR 681.540

support services, and asset/wealth creation programming will be made available in collaboration with the occupational training.

***Federally Defined Outcomes for Selected Intervention**: Increased Earnings, Increased Employment*	
All metrics reflect cumulative outcomes for 3.75 years	
Measure 1	257 City Saint Paul eligible residents (60% of 429 occupational training participants) over 3.75 years earn an employment credential/certificate in-demand industry.
Measure 2	257 City of Saint Paul eligible residents' participants (60% of 429 occupational training participants) will gain employment within occupation that has average starting wage of $21 hr. ($42,000 annually) over 3.75 years
Measure 3	48 City of Saint Paul eligible residents' participants (75% of 65 entrepreneurial training participants) will gain entrepreneurial training certificates over 3.75 years.
Measure 4	48 students (75% of 65 entrepreneurial training unemployed participants) will receive startup funds to begin a business over 3.75 years
Measure 5	6-10 community-based organizations providing coordination and support
Measure 6	370 of 494 of City of Saint Paul eligible residents who feel hopeful about their economic earning potential (75% of all participants)
Measure 7	77 City of Saint Paul eligible residents (30% of 257 participants who complete occupational training) receive learning paid internship over 3.75 years
Measure 8	257 City of Saint Paul students (60% of 429 occupational training participants) receive learning stipend
Measure 9	370 City of Saint Paul eligible residents (75% of 494 participants) feel connected to their communities over 3.75 years
Measure 10	494 individualized career pathways plans for City of Saint Paul eligible residents completed over 3.75 years

Planning Period

	Activity Description	**Performance Target- annual & total (ex. # of participants)**	**Staff or Entity Responsible (use job titles and not individual names)**	**Time frame: anticipated Start and End Date**
1.	**Comprehensive Program budget:** by sub budget categories. Ex. Staff salaries, participants support, contracted services, and cost estimates for subsidized employment.	Project cost details are submitted on Saint Paul Budget form	Workforce Solutions Director and Ramsey County ARPA Team	Prior to first Periodic Invoice. And as needed as program evolves and shifts as needed

SAINT PAUL
MINNESOTA

Learn and Earn Implementation Plan.

Activities listed are the initial Learn and Earn performance measure commitments.

	Activity Description	Performance Target- annual & total (ex. # of participants)	Staff or Entity Responsible (use job titles)	Time frame: anticipated Start and End Date
1.	**Career Counseling/Navigation**: Professional development supports, including career pathway coordination, support services, asset/wealth creation programming will also be made available in collaboration with the occupational training.	429 individualized career pathways plans completed over 3.75 years	Providers to be identified through competitive bid	January 2023 through September 30, 2026*
2.	**Occupational Training:** Training provided by this initiative must be focused on assisting residents to enter or progress in a Gateway Occupation. Gateway Occupations are those that have: • **$42,000+** Average Annual Wage • Minimal negative impact to employment during the COVID-19 Pandemic • Strong **current demand** (unemployment below 3% and/or higher than average job posting volumes in the past 12 months) • Strong **forecasted demand** (higher than average forecasted growth through 2026 and/or will likely replace 50% or more of the existing workforce in the next five years) • Focus on **middle-skill jobs** with opportunity for advancement into high-wage, high-demand Target occupations through additional experience or educational advancement • Focus on roles typically requiring an **associate degree or less** that offer opportunity for immediate employment or early Learn and Earn activities Participants will receive subsidized wages, paid internship, or stipends for their time learning. Eligibility screenings will be conducted, and payment will be coordinated with training providers to ensure compliance with federal requirements.[i]	257 City Saint Paul eligible residents (60% of 429 occupational training participants over 3.75 years) earn an employment credential/certificate in-demand industry. 257 City of Saint Paul students (60% of 429 occupational training participants) receive learning stipend over 3.75 years77 City of Saint Paul eligible residents (30% of 257 participants who complete occupational training) receive learning paid internship over 3.75 years	Training partner to be identified through competitive bid. Training programs meets industry competency standards for a specific occupation Ramsey County subrecipients will conduct eligibility screening and retain eligibility documents for audit.	January 2023 through September 30, 2026*
3.	**Entrepreneurial Training:** providing information, training & mentorship to participants interested in starting their own business, this may include creatively seeking and identify business opportunities; developing budgets and forecast resource needs; understanding various options for acquiring capital and the trade-offs associated with each option; communicating effectively and market oneself and one's ideas and more. Additionally, services can include start-up funds for eligible participants to begin their own business.	48 City of Saint Paul eligible residents' participants (75% of 65 entrepreneurial training participants) will gain entrepreneurial training and may be		

	Eligibility screenings will be conducted to ensure compliance with federal requirements. Funds will only be used for ARPA eligible expenses.	eligible for start up funds. 48 students (75% of 65 entrepreneurial training eligible participants) will receive start up to begin businesses over 3.75 years.		
4	**Employment Placement:** Youth will be supported as they move from lower paid occupations to move into gateway and target occupations which have more economic opportunity.	257 City of Saint Paul eligible residents' participants (60% of 429 occupational training participants) will gain employment within occupation that has average starting wage of $21 hr. ($42,000 annually) over 3.75 years	Ramsey County subrecipient provider.	January 2023 through September 30, 2026

*September 30, 2026, or three months prior to final expenditure deadline (which at the time of this Agreement is December 31, 2026) as required by the Department of Treasury, whichever occurs first.

[i] All eligibility for residents should be determined based on ARPA, ARPA Final Rule, ARPA Guidance and Uniform Guidance.

ATTACHMENT C

(6 pages)

OMB Approved No. 1505-0271 Expiration Date: November 30, 2021
U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [*Recipient to provide*]	DUNS Number: [*Recipient to provide*] Taxpayer Identification Number: [*Recipient to provide*] Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.
Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.
Recipient:

_____

Authorized Representative:
Title:
Date signed:

U.S. Department of the Treasury:

_____

Authorized Representative:
Title:
Date:

PAPERWORK REDUCTION ACT NOTICE
The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to

Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112

9. Compliance with Applicable Law and Regulations.
   a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

      ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed the federal government must be paid promptly by

    Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement

agency;

vi. A court or grand jury; or

vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ATTACHMENT D

Standard Federal Award Requirements

(9 Pages)

Where applicable, the County agrees to comply with the following requirements:

I. Non-Discrimination.

The County will comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.

B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Agreement.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. Equal Protection of the Laws for Faith-based and Community Organizations, Exec. Order No. 13279 signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

II. Federally Assisted Construction Contracts

For contracts exceeding $10,000 in a year, and for single purchases exceeding $10,000.

Definitions

Construction Work:	Means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction
Contract:	Means any Government contract or subcontract or any federally assisted construction contract or subcontract.
Contractor:	Means, unless otherwise indicated, a prime contractor or subcontractor.
Federally Assisted Construction Contract:	Means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Equal Economic Opportunity Clause

During the performance of this contract, the contractor agrees as follows:
(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and

the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

III. Contractor Debarment, Suspension, and Responsibility Certification.

Federal Regulation 45 CFR 92.35 prohibits state and local governments from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or a local government. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, the County Certifies: That it and its Principals and Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any contractors or subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the City Program Administrator should the County come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manger; plant manager; head of a subsidiary, division, or business segment and similar positions).

IV. Additional Provisions

The following list contains additional public laws, executive orders and other federal regulations or requirements which may be applicable to activities funded in whole or in part with federal funds.

ANTI-LOBBYING AND REQUIRED CERTIFICATE

Subrecipients that apply or bid for an award exceeding $100,000 must file the required certifications pursuant to 31 U.S.C. 1352. By entering into this Agreement, the County certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each Contractor and Subcontractor

must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (i.e. the City) who will in turn forward the disclosure(s) to the relevant Federal Agency. If the required certification is applicable, the County and each Contractor and/or Subcontractor must sign the certification attached hereto as **Attachment F**, or in a substantially similar form used by the County, and complete a disclosure form if required, and submit it to the City. County form will be on file with the City.

CLEAN AIR ACT

Subrecipients that apply or bid for an award exceeding $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If this Agreement meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency (the City).

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The City and County are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications

Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

DOMESTIC PREFERENCES FOR PROCUREMENTS

The County should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

COPELAND ANTI-KICKBACK ACT

18 U.S.C. § 874; 29 C.F.R. Part 3.

Prohibits kickbacks to public employees, and any person involved in the administration of federal funds.

EXECUTIVE ORDER 11246, AS AMENDED BY EXECUTIVE ORDERS 11375, 11478, 12086, AND 12107

41 C.F.R. Chapter 60; 24 C.F.R. § 5.105(a)(1).

Relates to equal employment opportunities under federal contracts and federally assisted construction contracts.

UNIFORM ADMINISTRATIVE REQUIREMENTS

2 C.F.R. Part 200, subps. C and D.

Contains uniform administrative requirements applicable to federally funded grants and contracts. Includes requirement for the City and/or federal report on subgrantee activities.

UNIFORM COSTS PRINCIPLES
2 C.F.R. Part 200, subp. E.
Relates to cost and expenditure principles for federally funded grants and contracts.

UNIFORM AUDIT REQUIREMENTS
2 C.F.R. Part 200, subp. F.
Contains audit requirements for non-profit organizations and governmental entities.

EXECUTIVE ORDERS 11625, 12432, AND 12138
2 C.F.R. § 200.321.
Relates to the national programs for Minority Business Enterprises and Women's Business Enterprises.

AGE DISCRIMINATION ACT OF 1975
42 U.S.C. §§ 6101–6107.
No persons shall, on the basis of age, be excluded from participation or be denied benefits, or be subject to any discrimination from any program receiving federal assistance.

ARCHITECTURAL BARRIERS ACT OF 1968
42 U.S.C. §§ 4151–4157.
Requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people.

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969
42 U.S.C. §§ 4321–4370m-12.
The recipient of federal funds assumes the responsibility for ensuring that environmental reviews are completed prior to the start of any activity funded in whole or in part with federal funds.

NATIONAL HISTORIC PRESERVATION ACT OF 1966
54 U.S.C. §§ 300101–307108.
Relates to the process for designating structures on the National Historic Preservation List, and the kinds of activities which may be done as a result of this designation.

ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974
54 U.S.C. §§ 312501–312508.
Provides for the preservation of significant scientific, prehistorical, historical, or archeological data that may otherwise be lost in the course of work on federally funded projects.

HATCH ACT
5 U.S.C. §§ 1501–1508.
Prohibits the financing of any type of political activities with federal funds.

CODE OF CONDUCT AND CONFLICT OF INTEREST

2 C.F.R. § 200.317–.318.

States that no person(s) administering federally funded programs may, as a result of their position, receive personal gain.

IMMIGRATION AND NATIONALITY ACT, AS AMENDED BY IMMIGRATION REFORM AND CONTROL ACT

8 U.S.C. §§ 1324a–1330; 8 C.F.R. § 245a.5.

Prohibits employers from hiring and employing an individual for employment in the U.S. knowing that the individual is not authorized with respect to such employment. The requirements of this Act apply to Subgrantees and any and all contracts that Subgrantees enter into with any contractor or subcontractor. Also prohibits certain newly legalized aliens from being eligible to apply for benefits under covered activities funded by federal programs.

DRUG-FREE WORKPLACE ACT OF 1988

41 U.S.C. § 701.

Requires federal grant recipients and federal contractors with a contract for more than $100,000 to adopt a drug-free workplace policy and establish a drug-free awareness program.

EVALUATION OF COST REASONABLENESS

2 C.F.R. §§200.403 and 2 C.F.R. 200.404

Provides criteria that costs must meet in order to be allowable under Federal awards and lists considerations that must be given in determining the reasonableness of a given cost.

ATTACHMENT E

Federal Labor Standards Provisions
Davis Bacon and Related Act Requirements
(4 Pages)

Where applicable, the County agrees to comply with the following requirements:

A. APPLICABILITY

The Project or Program to which the construction work covered by this Agreement pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Agreement pursuant to the provisions applicable to such Federal assistance. This Attachment also contains additional public laws, executive orders and other federal regulations or requirements which may be applicable to activities funded in whole or in part with federal funds.

(1) MINIMUM WAGES

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

(A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The DOL shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and the DOL agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise designee or will notify designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), designee shall refer the questions, including the views of all interested parties and the recommendation of designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise designee or will notify designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(v) Contract Work Hours and Safety Standards Act

Pursuant to 40 U.S.C. 3701-3708 and the supplemental Department of Labor Regulations (29 CFR Part 5), all applicable contract awards in excess of $100,000 that involve the employment of mechanics or laborers, Contractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(2) WITHOLDING.

Designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) PAYROLLS AND BASIC RECORDS

(i) Maintaining Payroll Records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) Certified Payroll Reports.

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Payrolls reports must be submitted in the format requested by the designee. The designee requires the use of LCPTracker unless an exemption is granted.

ATTACHMENT F

LOBBYING CERTIFICATION

(1 Page)

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of an 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 County shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.[1]
The undersigned hereby represents and warrants that the undersigned has the authority to sign on behalf of the County. The undersigned certifies or affirms the truthfulness and accuracy of each statement of each certification made herein and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

IN WITNESS WHEREOF, the undersigned has caused this Certification to be executed the day and year first above written on behalf of the County.

RAMSEY COUNTY

By: _____

Print Name: _____

Its: _____

[1] These civil penalty amounts are subject to adjustments for inflation pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990, as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015.

ATTACHMENT G
(1 Page)

September 2, 2022

City of St. Paul
15 Kellogg Blvd W
St. Paul, MN 55102

Re: ARPA Workforce initiatives program between Ramsey County and the City of St. Paul

This letter serves as evidence that Ramsey County is Self-Insured 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.

The self-funded program includes the liability of an officer or an employee or agent for tort arising out of an alleged act or omission occurring in the performance of duty, subject to the statutory limits of $500,000 per claimant/$1,500, 000 for any number of claims arising out of a single occurrence for the liability of the County for any claim within the scope of sections 466.01 to 466.15.

Furthermore, the State of Minnesota designates Ramsey County as a qualified self-insurer for workers' compensation and motor vehicle liability. Ramsey County self-insures for workers' compensation as required by law. Nothing in this letter shall constitute a waiver by the County of any of its statutory or common law immunities, limits, or exceptions on liability.

Very Truly Yours,

Jenny Groskopf
Enterprise Risk Manager
Finance | *Strategic Team*
651-266-8062
121 7th Place East, Suite 2300 St. Paul MN 55101 United States, St. Paul, MN 55101
RAMSEY COUNTY

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

Board of Commissioners

Request for Board Action

Item Number: 2022-473 **Meeting Date:** 9/20/2022

Sponsor: Social Services

Title
Restructure of Ramsey County Citizens Advisory Council as Community Advisory Council

Recommendation
1. Repeal Resolutions 79-665, 79-681, 81-698, and 2002-410 regarding the Ramsey County Citizens Advisory Council.
2. Approve the restructure of the Ramsey County Citizens Advisory Council as the Community Advisory Council to partner with and advise Social Services, Financial Assistance Services and the Health and Wellness Administrative Division.
3. Delegate to the County Manager or designee the authority to appoint members to the Community Advisory Council and to approve revisions to the bylaws.

Background and Rationale
The Ramsey County Citizens Advisory Council (CAC) was established in 1979 to advise the Ramsey County Board on human services-related programs and services. Currently, the Ramsey County CAC has seven committees:
1. Adult Mental Health Advisory Council
2. Adult Services Committee
3. Children's Mental Health Council
4. Children's Services Review Panel
5. Disability Services and Support Committee
6. Low Income Committee
7. Substance Use and Recovery Committee.

Three of the seven committees are required in order to receive state and/or federal funding and have additional responsibilities according to state mandate and federal law:

- Adult Mental Health Advisory Council - Minnesota Comprehensive Mental Health Act of 1989 (Minnesota Statutes, section 245.484, subdivision 5).

- Children's Mental Health Advisory Council - Minnesota Comprehensive Mental Health Act of 1987 (Minnesota Statutes, section 245.466, subdivision 5).

- Children's Services Review Panel - Child Abuse Prevention and Treatment Act requires each state to create citizen review panels to meet and report annually on efforts to ensure that the state is in compliance with child protection requirements; the Children's Services Review Panel is assigned by Minnesota Statutes, section 256.01, subdivision 15 as a Citizens Review Panel.

The CAC bylaws, originally adopted in 1987, state that the CAC reports to and advises the Ramsey County Board, on behalf of Ramsey County residents, on issues related to services delivered. Substantive revisions to the bylaws require Ramsey County Board approval - the most recent revision was approved in 2017

(Resolution B2017-181) to align the county's vision, mission and goals with the work of all committees providing resident input to the county.

The proposed changes include repealing all previous resolutions regarding the Ramsey County Citizens Advisory Council and approving its restructure as the Ramsey County Community Advisory Council, an entity that would report to and advise Social Services, Financial Assistance Services and the Health and Wellness Administrative Division instead of the Ramsey County Board. Resolutions to be repealed include:

- Resolution 79-665 adopted on June 4, 1979, established the Ramsey County Community Human Services Advisory Committee.
- Resolution 79-681 adopted on June 18, 1979, established the Income Maintenance Division Citizens Advisory Committee as a subcommittee of the CAC.
- Resolution 81-698 adopted on August 10, 1981, described the responsibilities and duties of the CAC.
- Resolution 2002-410 adopted on November 26, 2002, ratified changes to the CAC bylaws.

It is recommended the authority to appoint CAC members and approve the CAC bylaws be delegated to the County Manager or designee. This change would provide autonomy to the CACs as it relates to appointments, reporting requirements, and Open Meeting Law.

Historically, CAC membership has not been representative of the cultural, ethnic, racial and socioeconomic diversity of county residents. In alignment with Ramsey County's strategic priority of Advancing Racial and Health Equity and Shared Community Power, it is also important that community have a stronger voice in the appointment process, along with those within the county who provide services, and can discern and recommend applicants who are representative of the population and knowledgeable on issues related to services delivered for membership on committees.

As a formal advisory group to the Ramsey County Board, the CAC has been subject to the state Open Meeting Law, which requires all meetings to be conducted in-person and be open to the public. For many community members, the requirements of the Open Meeting Law are a barrier to participation on CAC committees because they do not have easy access to transportation, do not have childcare available, or they have a physical disability that makes travel difficult. The restructuring of the CAC from a board-appointed advisory group to an informal advisory group would allow both the members and the public to participate virtually, and largely improve community participation as a whole.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

CAC membership has not evolved with the increasingly racially and culturally diverse Ramsey County population, and committee membership has declined over the past few years. Each committee should have 15 members; however, the largest committee at this time has fewer than 10 members. Department staff and community are currently working together to identify potential members who represent the populations that are most impacted by county services as evidenced by the racial disparities data. For example, the Open Data portal shows that for the past few years disparities have existed in MnCHOICES assessment results. In 2021, African Americans with MnCHOICES assessments who received waiver services rather than Personal Care Assistance only was 43%; American Indians with MnCHOICES assessments who received waiver services rather than Personal Care Assistance only was 59%; White people with MnCHOICES assessments who received waiver services rather than Personal Care Assistance only was 86%. Despite the disparities, the Developmental Disabilities Services and Support committee does not have any African American or American Indian members to represent and advocate for these communities.

Community Participation Level and Impact

The restructure of the CAC to an informal advisory council will make the committees more accessible for a larger variety of diverse communities to become involved. Enhancing the membership to be more representative of the communities served will help provide a better perspective into the decision-making and improve the outcomes of the committees' goals.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☒ Empower

Fiscal Impact

CAC members are eligible for a stipend of $50 per monthly meeting and an additional $25 per subcommittee meeting. For the first year, the estimated compensation total is $35,000. The funds will come from Social Services department's community engagement budget.

Last Previous Action

On August 1, 2017, the Ramsey County Board approved revisions to Citizens Advisory Council Bylaws (Resolution B2017-181).

Attachments

1. Revised Bylaws
2. Marked Up Bylaws

RAMSEY COUNTY
Working with you to enhance our quality of life

Social Services, Financial Assistance Services, and Health and Wellness Administration Community Advisory Council Bylaws

Effective September 21, 2022

Social Services, Financial Assistance Services, and Health and Wellness Administration
Community Advisory Council Bylaws

TABLE OF CONTENTS

ARTICLE I
Name and Definition 3

ARTICLE II
Authority, Purpose, Responsibilities, and Mission 3

ARTICLE III
Composition and Membership 4

ARTICLE IV
Grievance and Conflict Resolution Procedures 6

ARTICLE V
Officers and Duties 7

ARTICLE VI
Committees 8

ARTICLE VII
Staff Responsibilities/Duties 8

ARTICLE VIII
Meetings 10

ARTICLE IX
Amendment of the Bylaws 12

Social Services, Financial Assistance Services, and Health and Wellness Administration
Community Advisory Council Bylaws

ARTICLE I
Name and Definition

Section 1. Name

The Ramsey County Financial Assistance Services and Social Services Department and the Ramsey County Health and Wellness Administrative Division Community Advisory Council is hereafter referred to as the Council.

Section 2. Ramsey County Board of Commissioners

The Ramsey County Board of Commissioners is hereafter referred to as the Board.

Section 3. Ramsey County Financial Assistance Services and Social Services Department and the Ramsey County Health and Wellness Administrative Division

The Ramsey County Financial Assistance Services and Social Services Department and the Ramsey County Health and Wellness Administrative Division is hereafter referred to as the Departments/Division.

Section 4. Standing Committees

Standing committees of the Council are permanent committees and are identified as Adult Mental Health Advisory Council; Adult Services Committee; Children's Mental Health Advisory Council; Children's Services Review Panel; Disability Services and Support Committee; Low Income Committee; and Substance Use and Recovery Committee; hereafter referred to as Committee or Committees.

Section 5. Ad Hoc Subcommittees

An ad hoc subcommittee is any subcommittee of the Council or one of its Committees appointed for a limited time for a specific purpose.

ARTICLE II
Authority, Purpose, Responsibilities, and Mission

Section 1. Authority and Purpose

Pursuant to Resolution BXX-XXX, the Social Services, Financial Assistance Services, and Health and Wellness Administration Community Advisory Council reports to the Departments/Division, directly advises Departments/Division staff, and supports Board representation at all Council or Committee meetings. The Council's purpose is to align with the County's Racial and Health Equity and Residents First initiatives, sharing power and collaborating with the Departments/Division to promote positive change for residents most impacted by services and programs.

Section 2. Responsibilities of the Council

The Council is community and is advisory to the Departments/Division. All Council/Committee recommendations shall be made in writing to the appropriate Department/Division.

On behalf of the population represented, each Committee may:

- Make recommendations relating to the development or modification of the service delivery system, identifying needs, community priorities, and service gaps.
- Provide input for the Departments/Division's annual budget.
- Provide legislative recommendations and participate in legislative advocacy.
- Participate in public engagement about community needs for human services, County response, and related issues.
- Respond to assignments from the Board or Departments/Division.
- Present to the Departments/Division or the Board to provide insights, observations, ideas, and challenges from a community perspective.
- The Adult Mental Health Advisory Council, the Children's Mental Health Advisory Council, and the Children's Services Review Panel have additional responsibilities according to state mandate and federal law.

Section 3. Responsibilities of the Department

The Departments/Division will cooperate with requests from the Council and its Committees whenever possible, understanding its service to the community and especially those directly impacted by the services and programs offered by the County.

Based on the Council's and the Departments/Division's collaborative partnership to share power with community, the Departments/Division shall:

A. Support Council leadership with administrative tasks relating to recruitment, appointments, onboarding, and other events related to the membership cycle,

B. Actively participate and provide oversight by division leadership,

C. Consistently attend and ensure transparent participation from County staff, and

D. Share priorities, requesting feedback and participation from community regarding internal efforts, report to community.

Section 4. Relationship with Board

The Board is invited to attend Committee or Council meetings to engage with the community and residents they represent, to request support for initiatives, and to offer support to the community/County collaborative advisement process.

ARTICLE III
Composition and Membership

Section 1. Appointments

Appointments are made by the recommendation of the Council to the County Manager or designee. The process for all Committees except the Children's Services Review Panel includes a community member's submission of an application, consideration of the application by the Council and the appropriate Department/Division, and an offer of membership to the applicant if approved by the County Manager or designee.

The Children's Services Review Panel is under state and federal mandate and the application process also includes an interview of the applicant, a background check, and the approval of the Minnesota Department of Human Services Commissioner, the appointing authority.

Section 2. Council

A. The Council consists of sixteen (16) members, including the Council Chair, Council Vice Chair, seven (7) Committee Chairs and seven (7) Committee Co-Chairs. The Chair and Vice Chair of the Council shall be appointed by the ~~Board~~ County Manager or designee to serve for a period of one year. The Chair will not be affiliated with any Committee. The Vice Chair will be a qualified Chair/Co-Chair of a Council Committee.

B. The Council Chair and Co-chair shall meet with Department/Division Directors and Council Coordinator to plan the Council meeting agenda.

C. When attendance is not possible, the Council Chair, Vice-Chair or Co-Chair, may designate an alternate to attend. In the event that any member of the Council (unless excused by the Council Chair or Council Coordinator) is absent from three (3) consecutive regular meetings or is absent from one-half of announced Council meetings within a period of twelve (12) months, the Council Chair shall notify the Committee Chair (or Vice Chair if the absentee is a Committee Chair) of the intention to terminate such absentee's Council membership. Such termination shall not affect the absentee's Committee membership. The Council Chair shall then request the affected Committee, at its next meeting, to select a replacement representative to serve on the Council.

Section 3. Committees

A. Each of the Council's seven (7) Committees may have up to fifteen (15) members. Members shall be recommended for appointment by the Council Coordinator in partnership with the Council chairs, subject to approval by the Deparments/Division. Members serve two (2)-year terms beginning on the date of appointment and ending two years later. Members are limited to three (3) consecutive terms. A member may serve on only one Committee of the Council.

B. The Council Coordinator, County staff, Council and Committees will actively seek and recruit persons willing to be appointed to the Committees from any groups or organizations currently serving the target population, ensuring representation reflects the demographics of the community,

C. Council chairs, along with the Council Coordinator and County staff will create a recruitment plan and report to the Council. Members must reside in the County, and/or work or volunteer in a capacity serving the needs of County residents.

D. A member whose term has ended may reapply for membership after one-year absence as a voting member.

E. No employee of the Health & Wellness Service Team is eligible to serve as a member of the Council or Committees. No individual or employee of an agency contracting with the Health & Wellness Service Team who is directly involved with contract negotiations, may serve as Chair of the Council or Committees. No employee of the State of Minnesota Department of Human Services may serve as

Chair of the Council or of a Committee whose target constituency is related to their area of work.

F. Member representation should reflect the racial, ethnic, and cultural makeup of the population served by specific Committees. To the extent possible, and when appropriate, the membership of the Committees will include:
   - Service recipient or person(s) with lived experience(s)
   - Caring community member
   - Family member of a target population
   - Representative of an impacted population-individual or advocacy group
   - Professional in the field

G. Each Committee will elect from its membership a Committee Chair and Vice Chair (or Co-chairs) for staggered two (2)-year terms when possible. All Co-chairs shall serve on the Council. Each Committee may elect additional members to serve as alternate representatives to the Council. Alternates may participate in Council discussion and debate, but may only vote in the absence of the officers. Only two representatives from each committee are eligible to vote.

H. In the event that any member of a Committee (unless excused by the Committee Chair or Council Coordinator) is absent from three (3) consecutive regular meetings or is absent from one-half of announced Committee meetings within a period of twelve (12) months, the Committee Chair may authorize the Council Coordinator to terminate membership of the absent member.

I. When a vacancy occurs, a new member will be appointed to fill the vacated position, as soon as possible.

J. If a member of a Committee who is a representative to the Council resigns, the Committee will elect another member to fill the vacancy on the Council.

K. Committee Co-chairs communicate on a monthly basis with the Council Coordinator and Departments/Division staff to plan and prepare Committee meeting agendas.

Section 4. Participation in Meetings

A. All members of the Council and Committees and/or guests will participate with the best interests of the Council or Committee in mind. Members are expected to address the broader needs of Ramsey County residents, not just the needs of their constituent group, organization or the member's own individual agenda.

B. Members of the Council and Committees are required to attend meetings. In person meetings are preferred when appropriate. Virtual meetings are encouraged when it fits members' needs. If absolutely necessary, telephone options are available. Meetings may be held in a hybrid format as needed.

Article IV
Grievance and Conflict Resolution Procedure

A. In the event that the actions and behaviors of any member and/or guest of a Committee disrupt or undermine the purpose or functioning of that Committee, the Committee Chair and Co-chair shall meet with the Council Coordinator and the individual(s) to offer possible solutions.

B. If the conflict continues, the Council Chair and/or Vice Chair shall meet with the Committee Chair and the individual member to remedy the situation. If an issue needs to be elevated from the Committee, the Committee Chair and Co-chair shall present the issue to the Council, along with any evidence, for resolution. A 2/3 majority is needed for solution approval. Committee Chairs and Co-chairs must keep the matter confidential per the Council Agreement and their confidentiality agreement.

C. An appeals process may be requested by the member and/or guest by writing to the Council Chair, Council Vice Chair, and Council Coordinator. An appeals panel will be determined by involved parties and can include, but is not limited to, Council members, Departments/Division staff, and community members.

ARTICLEV
Officers and Duties

Section 1. Officers

The principal officers of the Council will be the Chair and Vice Chair.

Section 2. Election of Officers

The Chair and Vice Chair of the Council shall be appointed by the County Manager or designee for a term beginning July 1 and ending June 30 of the year following. No person may serve more than four consecutive years as an officer. The Chair, with the approval of the members of the Council, may appoint any other officers deemed necessary for the transaction of business.

Section 3. Duties of Officers

A. The Chair will preside at meetings of the Council. The Chair may appoint task forces and may supervise the work of any Committee; and is an ex officio member of any Committee or ad hoc subcommittee of the Council. The Chair and Vice chair will create the agenda for each meeting of the Council.

B. The Chair and Vice Chair may sign any instruments the Council has authorized to be executed.

C. The Chair will perform other duties incidental to the office of Chair and such other duties as may be prescribed by the Council.

D. The Vice Chair will serve in the absence or disability of the Chair and perform the duties and exercise the powers of the Chair at such time and will perform other duties as the Chair may designate.

E. The Chairs and Co-chairs will supervise the work of the Committees. The Council Chair or Vice Chair will serve in the absence of the Committee.

ARTICLE VI
Committees

Section 1. Standing Committees

The Council will consist of seven (7) standing Committees as referenced in Article 1, Section 4.

Section 2. Responsibilities

The Committees will be deemed to have, for their area of assignment, the same responsibilities as the Council. The Committees will also assume any responsibilities directly assigned to them by the Council.

A. Committees have a responsibility to work with the County on concerns of the Departments/Division.

B. Committees will provide honest and transparent feedback to county on community facing services.

Section 3. Reporting

Recommendations to the Departments/Division from the Council and its Committees must be in writing. The Council will review recommendations from Committees. It will be the prerogative of the Council, on a majority vote of a quorum, to submit a dissenting position on recommendations expressed by a Committee. The Departments/Division shall respond to recommendations in partnership with County residents.

In the event that the Departments/Division ignore recommendations or derail from the partnership, the Council will elevate the issue appropriately.

It is the responsibility of the Committee representative to report on Committee activity at Council meetings, and to identify issues originating with the Committee which require Council action.

Committees will report annually to the Council on their activities. The Council shall combine Committee reports and provide an annual report in writing to the County Manager.

ARTICLE VII
Staff Responsibilities/Duties

Section 1. Role of Ramsey Staff as Attendees

A. All Ramsey County staff are expected to ground their work in collaborative partnership, co-design, and resident-centeredness whenever working with Committees and residents.

B. Ramsey County shall support and partner with Committees as needed ensuring follow up and transparent communication.

Section 2. Role of Departments/Division Directors

The Departments/Divisions Directors shall:

A. Attend the monthly Community Advisory Council meeting.

B. Support the Chair and Vice Chair in the creation of meeting agendas.

C. Provide leadership training to newly elected Chairs, Vice Chair or Co-Chairs.

D. Provide updates and information useful to Committees, their Chairs, and members in a transparent manner.

E. Keep Departments/Division Directors accountable for their responsibilities.

F. Empower assigned staff to act in the best interested of the county-community relationship.

G. Create a vision for the Council and its future with the Chair, Vice Chair, and Committee Chairs.

H. Appoint dedicated staff to their division/unit-aligned Committee who shall continuously attend.

I. Ensure representing staff are onboarded, understand bylaws, staff responsibilities, and community expectations .

J. Maintain ongoing communication with representing staff to ensure community needs, questions, and concerns are being addressed and answered.

K. Ensure staff are engaged and meet committee expectations and needs.

L. Provide division/unit goals and visions to the Council Committees.

Section 3. Role of Assigned Staff

Assigned Staff shall:

A. Attend every meeting. If unable to attend, staff shall find a replacement and provide update and context needed to meet community expectations.

B. Provide connections to other Ramsey County staff who may have insightful information to committee's topic of interest and discussion.

C. Respond to community requests and questions in an appropriate time manner. When answer is not known, follow up with needed staff to answer concerns.

D. Share relevant information and updates to the Council Committee members.

E. Prepare and onboard replacement when a staff member can no longer attend.

Section 4. Role of Council Coordinator

The Council Coordinator:

A. Will report to the Departments/Division Director.

B. Responsible for administrative support, committee recruitment onboarding, cultivating and maintaining meaningful relationships between Departments/Dvision, County residents and internal and external community partners.

C. Must abide by the job descriptions created by Ramsey County staff and Council members.

D. Will take meeting notes and prepare minutes based on the notes, and/or delegate this task to Committee member in consultation with Council Chair and Vice-Chair. The Council Coordinator will provide notice, minutes and any related materials to members prior to an upcoming meeting.

ARTICLE VIII
Meetings

Section 1. Meeting Schedule

A. Regular meetings of the Council and Committees will be held at least nine (9) times per year at such time and place as may be determined by the members of the Council and Committees.

B. Chair and Vice Chair of the CAC in partnership with Council Coordinator will cocreate annual schedule at the beginning of the calendar year.

Section 2. Notice of Meetings

A. All Council and Committee meetings will be open to the public but are not subject to Open Meeting Laws.

B. Notices of meetings will be posted and distributed. The Council Coordinator, in conjunction with Council, will create an annual schedule for all meetings in a calendar year. If a meeting needs to be rescheduled, notice for the new meeting date shall come at least seven (7) days in advance.

C. Reminder of all regular meetings of the Council or its Committees will be sent at least seven (7) days in advance by email or other method as requested, to each member at the (or their) address as it appears in the records. Notification shall include place and tentative agenda, together with appropriate material pertaining to agenda items.

D. The attendance at a Committee meeting (regular and/or special) can be waived if a meeting notice is not sent within seven (7) days at members' request.

E. The attendance of a Council or Committee member at a meeting will constitute a waiver of notice of a meeting except where a member attends a meeting and objects to the transaction of any business because the meeting is not lawfully called or convened.

Section 3. Ad Hoc Subcommittee Meetings

Ad hoc subcommittee meetings may be held at any time for a limited period. Ad Hoc subcommittees must be motioned and passed by a simple majority by members belonging to the committee for that specific committee business. Ad hoc may be formed for the purpose of Council business or specific committee work.

When possible, notice of meeting, agenda, and other needed material shall go out seven (7) days in advance.

In the event of an emergency, notice may be waived by a quorum of the committee. Business at special meetings shall be limited to subjects stated in the call.

Section 4. Annual Meeting

At a minimum, there will be one (1) meeting of the general membership of the Council and its Committees each year that is open to the County community. Its purpose, format, and content will be determined by the Council in collaboration with the Departments/Division.

Section 5. Quorum

A majority of the current Committee membership (50% of members plus one) will constitute a quorum for the conduct of business at Committee meetings. A quorum will not be necessary at a meeting when discussing agenda matters on an informal basis. If a quorum exists at any time during the meeting, a quorum is then determined to exist for the reminder of the meeting.

At the Council, a quorum will be established by a roll call by committee. Votes will be recorded in the same manner.

Section 6. Order of Business

The order of business shall include:
A. Approval of an agenda and any amendments.
B. Approval of the minutes of the last meeting.
C. Report of officers, committees and staff.
D. Agenda items.
E. Other matters which may properly come before the Committee.
F. Adjournment.

Section 7. Conduct of Business

A. Committee's conduct of business shall be according to Robert's Rules of Order.

B. All minutes and reports of the Council shall not contain private welfare data and will be retained on file in the Departments/Division and will be available for inspection by any citizen.

ARTICLE IX
Amendment of the Bylaws

These Bylaws may be recommended for amendment by a majority vote of a quorum of the Council at any regular meeting -provided that written notice setting forth the contents of the proposed amendment(s) has been given to the Council members at least seven (7) days prior to the meeting. All amendments shall be created by Council members in collaboration with the Departments/Division.

RAMSEY COUNTY
Working with you to enhance our quality of life

Social Services, Financial Assistance Services, and Health and Wellness Administration Community Advisory Council Bylaws

Effective ~~January 1, 1988~~September 21, 2022

Social Services, Financial Assistance Services, and Health and Wellness Administration
Community Advisory Council Bylaws

TABLE OF CONTENTS

ARTICLE I
Name and Definition 3

ARTICLE II
Authority, Purpose, Responsibilities, and Mission 3

ARTICLE III
Composition and Membership ~~5~~7

ARTICLE IV
Grievance and Conflict Resolution Procedures 10

ARTICLE V
Officers and Duties 11

ARTICLE VI
Committees 13

ARTICLE VII
Staff Responsibilities/Duties 15

ARTICLE VIII
Meetings 17

ARTICLE IX
Amendment of the Bylaws 20

Social Services, Financial Assistance Services, and Health and Wellness Administration
Community Advisory Council Bylaws

ARTICLE I
Name and Definition

Section 1. Name

The Ramsey County Financial Assistance Services and Social Services Department and the Ramsey County Health and Wellness Administrative Division Community Advisory Council is hereafter referred to as the Council.

Section 2. Ramsey County Board of Commissioners

The Ramsey County Board of Commissioners is hereafter referred to as the Board.

Section 3. Ramsey County Financial Assistance Services and Social Services Department and the Ramsey County Health and Wellness Administrative Division

The Ramsey County Financial Assistance Services and Social Services Department and the Ramsey County Health and Wellness Administrative Division is hereafter referred to as the Departments/Division.

Section 4. Standing Committees

Standing committees of the Council are permanent committees and are identified as Adult Mental Health Advisory Council; Adult Services Committee; Children's Mental Health Advisory Council; Children's Services Review Panel; Disability Services and Support Committee; Low Income Committee; and Substance Use and Recovery Committee; hereafter referred to as Committee or Committees.

Section 5. Ad Hoc Subcommittees

An ad hoc subcommittee is any subcommittee of the Council or one of its Committees appointed for a limited time for a specific purpose

ARTICLE II
Authority, Purpose, Responsibilities, and Mission

Section 1. Authority and Purpose

Pursuant to Resolution BXX-XXX, the Social Services, Financial Assistance Services, and Health and Wellness Administration Community Advisory Council reports to the Departments/Division, directly advises Departments/Division staff, and supports Board representation at all Council or Committee meetings. The Council's purpose is to align with the County's Racial and Health Equity and Residents First initiatives, sharing power and collaborating with the Departments/Division to promote positive change for residents most impacted by services and programs.

Section 2. Responsibilities of the Council

The Council is community and is advisory to the Departments/Division. All Council/Committee recommendations shall be made in writing to the appropriate Department/Division.

On behalf of the population represented, each Committee may:

- Make recommendations relating to the development or modification of the service delivery system, identifying needs, community priorities, and service gaps.
- Provide input for the Departments/Division's annual budget.
- Provide legislative recommendations and participate in legislative advocacy.
- Participate in public engagement about community needs for human services, County response, and related issues.
- Respond to assignments from the Board or Departments/Division.
- Present to the Departments/Division or the Board to provide insights, observations, ideas, and challenges from a community perspective.
- The Adult Mental Health Advisory Council, the Children's Mental Health Advisory Council, and the Children's Services Review Panel have additional responsibilities according to state mandate and federal law.

Section 3. **Responsibilities of the Department**

The Departments/Division will cooperate with requests from the Council and its Committees whenever possible, understanding its service to the community and especially those directly impacted by the services and programs offered by the County.

Based on the Council's and the Departments/Division's collaborative partnership to share power with community, the Departments/Division shall:

A. Support Council leadership with administrative tasks relating to recruitment, appointments, onboarding, and other events related to the membership cycle,

B. Actively participate and provide oversight by division leadership,

C. Consistently attend and ensure transparent participation from County staff, and

D. Share priorities, requesting feedback and participation from community regarding internal efforts; report to community.

Section 4. **Relationship with Board**

The Board is invited to attend Committee or Council meetings to engage with the community and residents they represent, to request support for initiatives, and to offer support to the community/County collaborative advisement process.

ARTICLE III
Composition and Membership

Section 1. Appointments

Appointments are made by the recommendation of the Council to the County Manager or designee. The process for all Committees except the Children's Services Review Panel includes a community member's submission of an application, consideration of the application by the Council and the appropriate Department/Division, and an offer of membership to the applicant if approved by the County Manager or designee.

The Children's Services Review Panel is under state and federal mandate and the application process also includes an interview of the applicant, a background check, and the approval of the Minnesota Department of Human Services Commissioner, the appointing authority.

Section 2. Council

A. The Council consists of sixteen (16) members, including the Council Chair, Council Vice Chair, seven (7) Committee Chairs and seven (7) Committee Co-Chairs. The Chair and Vice Chair of the Council shall be appointed by the ~~Board~~ County Manager or designee to serve for a period of one year. The Chair will not be affiliated with any Committee. The Vice Chair will be a qualified Chair/Co-Chair of a Council Committee.

B. The Council Chair and Co-chair shall meet with Department/Division Directors and Council Coordinator to plan the Council meeting agenda.

C. When attendance is not possible, the Council Chair, Vice-Chair or Co-Chair, may designate an alternate to attend. In the event that any member of the Council (unless excused by the Council Chair or Council Coordinator) is absent from three (3) consecutive regular meetings or is absent from one-half of announced Council meetings within a period of twelve (12) months, the Council Chair shall notify the Committee Chair (or Vice Chair if the absentee is a Committee Chair) of the intention to terminate such absentee's Council membership. Such termination shall not affect the absentee's Committee membership. The Council Chair shall then request the affected Committee, at its next meeting, to select a replacement representative to serve on the Council.

Section 3. Committees

A. Each of the Council's seven (7) Committees may have up to fifteen (15) members. Members shall be recommended for appointment by the Council Coordinator in partnership with the Council chairs, subject to approval by the Deparments/Division. Members serve two (2)-year terms beginning on the date of appointment and ending two years later. Members are limited to three (3) consecutive terms. A member may serve on only one Committee of the Council.

B. The Council Coordinator, County staff, Council and Committees will actively seek and recruit persons willing to be appointed to the Committees from any groups or organizations currently serving the target population, ensuring representation reflects the demographics of the community,

C. Council chairs, along with the Council Coordinator and County staff will create a recruitment plan and report to the Council. Members must reside in the County,

and/or work or volunteer in a capacity serving the needs of County residents.

D. A member whose term has ended may reapply for membership after one-year absence as a voting member.

E. No employee of the Health & Wellness Service Team is eligible to serve as a member of the Council or Committees. No individual or employee of an agency contracting with the Health & Wellness Service Team who is directly involved with contract negotiations, may serve as Chair of the Council or Committees. No employee of the State of Minnesota Department of Human Services may serve as Chair of the Council or of a Committee whose target constituency is related to their area of work.

F. Member representation should reflect the racial, ethnic, and cultural makeup of the population served by specific Committees. To the extent possible, and when appropriate, the membership of the Committees will include:
- Service recipient or person(s) with lived experience(s)
- Caring community member
- Family member of a target population
- Representative of an impacted population-individual or advocacy group
- Professional in the field

G. Each Committee will elect from its membership a Committee Chair and Vice Chair (or Co-chairs) for staggered two (2)-year terms when possible. All Co-chairs shall serve on the Council. Each Committee may elect additional members to serve as alternate representatives to the Council. Alternates may participate in Council discussion and debate, but may only vote in the absence of the officers. Only two representatives from each committee are eligible to vote.

H. In the event that any member of a Committee (unless excused by the Committee Chair or Council Coordinator) is absent from three (3) consecutive regular meetings or is absent from one-half of announced Committee meetings within a period of twelve (12) months, the Committee Chair may authorize the Council Coordinator to terminate membership of the absent member.

I. When a vacancy occurs, a new member will be appointed to fill the vacated position, as soon as possible.

J. If a member of a Committee who is a representative to the Council resigns, the Committee will elect another member to fill the vacancy on the Council.

K. Committee Co-chairs communicate on a monthly basis with the Council Coordinator and Departments/Division staff to plan and prepare Committee meeting agendas.

Section 4. **<u>Participation in Meetings</u>**

A. All members of the Council and Committees and/or guests will participate with the best interests of the Council or Committee in mind. Members are expected to address the broader needs of Ramsey County residents, not just the needs of their constituent group, organization or the member's own individual agenda.

B. Members of the Council and Committees are required to attend meetings. In person meetings are preferred when appropriate. Virtual meetings are encouraged when it fits members' needs. If absolutely necessary, telephone options are available. Meetings may be held in a hybrid format as needed.

Article IV
Grievance and Conflict Resolution Procedure

A. In the event that the actions and behaviors of any member and/or guest of a Committee disrupt or undermine the purpose or functioning of that Committee, the Committee Chair and Co-chair shall meet with the Council Coordinator and the individual(s) to offer possible solutions.

B. If the conflict continues, the Council Chair and/or Vice Chair shall meet with the Committee Chair and the individual member to remedy the situation. If an issue needs to be elevated from the Committee, the Committee Chair and Co-chair shall present the issue to the Council, along with any evidence, for resolution. A 2/3 majority is needed for solution approval. Committee Chairs and Co-chairs must keep the matter confidential per the Council Agreement and their confidentiality agreement.

C. An appeals process may be requested by the member and/or guest by writing to the Council Chair, Council Vice Chair, and Council Coordinator. An appeals panel will be determined by involved parties and can include, but is not limited to, Council members, Departments/Division staff, and community members.

ARTICLEV
Officers and Duties

Section 1. **Officers**

The principal officers of the Council will be the Chair and Vice Chair.

Section 2. **Election of Officers**

The Chair and Vice Chair of the Council shall be appointed by the County Manager or designee for a term beginning July 1 and ending June 30 of the year following. No person may serve more than four consecutive years as an officer. The Chair, with the approval of the members of the Council, may appoint any other officers deemed necessary for the transaction of business.

Section 3. **Duties of Officers**

A. The Chair will preside at meetings of the Council. The Chair may appoint task forces and may supervise the work of any Committee; and is an ex officio member of any Committee or ad hoc subcommittee of the Council. The Chair and Vice chair will create the agenda for each meeting of the Council.

B. The Chair and Vice Chair may sign any instruments the Council has authorized to be executed.

C. The Chair will perform other duties incidental to the office of Chair and such other duties as may be prescribed by the Council.

D. The Vice Chair will serve in the absence or disability of the Chair and perform the duties and exercise the powers of the Chair at such time and will perform other duties as the Chair may designate.

E. The Chairs and Co-chairs will supervise the work of the Committees. The Council Chair or Vice Chair will serve in the absence of the Committee.

ARTICLE VI
Committees

Section 1. **Standing Committees**

The Council will consist of seven (7) standing Committees as referenced in Article 1, Section 4.

Section 2. **Responsibilities**

The Committees will be deemed to have, for their area of assignment, the same responsibilities as the Council. The Committees will also assume any responsibilities directly assigned to them by the Council.

A. Committees have a responsibility to work with the County on concerns of the Departments/Division.
B. Committees will provide honest and transparent feedback to county on community facing services.

Section 3. **Reporting**

Recommendations to the Departments/Division from the Council and its Committees must be in writing. The Council will review recommendations from Committees. It will be the prerogative of the Council, on a majority vote of a quorum, to submit a dissenting position on recommendations expressed by a Committee. The Departments/Division shall respond to recommendations in partnership with County residents.

In the event that the Departments/Division ignore recommendations or derail from the partnership, the Council will elevate the issue appropriately.

It is the responsibility of the Committee representative to report on Committee activity at Council meetings, and to identify issues originating with the Committee which require Council action.

Committees will report annually to the Council on their activities. The Council shall combine Committee reports and provide an annual report in writing to the ~~Board~~ County Manager.

ARTICLE VII
Staff Responsibilities/Duties

Section 1. Role of Ramsey Staff as Attendees

A. All Ramsey County staff are expected to ground their work in collaborative partnership, co-design, and resident-centeredness whenever working with Committees and residents.

B. Ramsey County shall support and partner with Committees as needed ensuring follow up and transparent communication.

Section 2. Role of Departments/Division Directors

The Departments/Divisions Directors shall:

A. Attend the monthly Community Advisory Council meeting.

B. Support the Chair and Vice Chair in the creation of meeting agendas.

C. Provide leadership training to newly elected Chairs, Vice Chair or Co-Chairs.

D. Provide updates and information useful to Committees, their Chairs, and members in a transparent manner.

E. Keep Departments/Division Directors accountable for their responsibilities.

F. Empower assigned staff to act in the best interested of the county-community relationship.

G. Create a vision for the Council and its future with the Chair, Vice Chair, and Committee Chairs.

H. Appoint dedicated staff to their division/unit-aligned Committee who shall continuously attend.

I. Ensure representing staff are onboarded, understand bylaws, staff responsibilities, and community expectations .

J. Maintain ongoing communication with representing staff to ensure community needs, questions, and concerns are being addressed and answered.

K. Ensure staff are engaged and meet committee expectations and needs.

L. Provide division/unit goals and visions to the Council Committees.

Section 3. Role of Assigned Staff

Assigned Staff shall:

A. Attend every meeting. If unable to attend, staff shall find a replacement and provide update and context needed to meet community expectations.

B. Provide connections to other Ramsey County staff who may have insightful information to committee's topic of interest and discussion.

C. Respond to community requests and questions in an appropriate time manner. When answer is not known, follow up with needed staff to answer concerns.

D. Share relevant information and updates to the Council Committee members.

E. Prepare and onboard replacement when a staff member can no longer attend.

Section 4. **Role of Council Coordinator**

The Council Coordinator:

A. Will report to the Departments/Division Director.

B. Responsible for administrative support, committee recruitment onboarding, cultivating and maintaining meaningful relationships between Departments/Dvision, County residents and internal and external community partners.

C. Must abide by the job description addendum (appendix A) created by Ramsey County staff and Council members.

D. Will take meeting notes and prepare minutes based on the notes, and/or delegate this task to Committee member in consultation with Council Chair and Vice-Chair. The Council Coordinator will provide notice, minutes and any related materials to members prior to an upcoming meeting.

ARTICLE VIII
Meetings

Section 1. **Meeting Schedule**

A. Regular meetings of the Council and Committees will be held at least nine (9) times per year at such time and place as may be determined by the members of the Council and Committees.

B. Chair and Vice Chair of the CAC in partnership with Council Coordinator will cocreate annual schedule at the beginning of the calendar year.

Section 2. **Notice of Meetings**

A. All Council and Committee meetings will be open to the public but are not subject to Open Meeting Laws.

B. Notices of meetings will be posted and distributed. The Council Coordinator, in conjunction with Council, will create an annual schedule for all meetings in a calendar year. If a meeting needs to be rescheduled, notice for the new meeting date shall come at least seven (7) days in advance.

C. Reminder of all regular meetings of the Council or its Committees will be sent at least seven (7) days in advance by email or other method as requested, to each member at the (or their) address as it appears in the records. Notification shall include place and tentative agenda, together with appropriate material pertaining to agenda items.

D. The attendance at a Committee meeting (regular and/or special) can be waived if a meeting notice is not sent within seven (7) days at members' request.

E. The attendance of a Council or Committee member at a meeting will constitute a waiver of notice of a meeting except where a member attends a meeting and objects to the transaction of any business because the meeting is not lawfully called or convened.

Section 3. **Ad Hoc Subcommittee Meetings**

Ad hoc subcommittee meetings may be held at any time for a limited period. Ad Hoc subcommittees must be motioned and passed by a simple majority by members belonging to the committee for that specific committee business. Ad hoc may be formed for the purpose of Council business or specific committee work.

When possible, notice of meeting, agenda, and other needed material shall go out seven (7) days in advance.

In the event of an emergency, notice may be waived by a quorum of the committee. Business at special meetings shall be limited to subjects stated in the call.

Section 4. **Annual Meeting**

At a minimum, there will be one (1) meeting of the general membership of the Council and its Committees each year that is open to the County community. Its purpose, format, and content will be determined by the Council in collaboration with the Departments/Division.

Section 5. **Quorum**

A majority of the current Committee membership (50% of members plus one) will constitute a quorum for the conduct of business at Committee meetings. A quorum will not be necessary at a meeting when discussing agenda matters on an informal basis. If a quorum exists at any time during the meeting, a quorum is then determined to exist for the reminder of the meeting.

At the Council, a quorum will be established by a roll call by committee. Votes will be recorded in the same manner.

Section 6. **Order of Business**

The order of business shall include:
A. Approval of an agenda and any amendments.
B. Approval of the minutes of the last meeting.
C. Report of officers, committees and staff.
D. Agenda items.
E. Other matters which may properly come before the Committee.
F. Adjournment.

Section 7. **Conduct of Business**

A. Committee's conduct of business shall be according to Robert's Rules of Order.

B. All minutes and reports of the Council shall not contain private welfare data and will be retained on file in the Departments/Division and will be available for inspection by any citizen.

ARTICLE IX
Amendment of the Bylaws

Section 1. These Bylaws may be recommended for amendment by a majority vote of a quorum of the Council at any regular meeting -provided that written notice setting forth the contents of the proposed amendment(s) has been given to the Council members at least seven (7) days prior to the meeting. All amendments shall be created by Council members in collaboration with the Departments/Division.