

Board of Commissioners Agenda

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

September 27, 2022 - 9 a.m. Council Chambers - Courthouse Room 300 **ROLL CALL PLEDGE OF ALLEGIANCE** LAND ACKNOWLEDGEMENT 1. Agenda of September 27, 2022 is Presented for Approval 2022-336 Sponsors: County Manager's Office Approve the agenda of September 27, 2022. 2. Minutes from September 20, 2022 are Presented for Approval 2022-337 Sponsors: County Manager's Office Approve the September 20, 2022 Minutes. **PROCLAMATION** 3. **Proclamation: Digital Inclusion Week** 2022-502 **Sponsors: Information Services** PRESENTATION OF AWARD Ramsey County Employee Achievement Award: Sandy Labore, Human 2022-390 4. Resources supporting Parks & Recreation Sponsors: Human Resources None. For information and discussion only. **ADMINISTRATIVE ITEMS** 5. Terms of Collective Bargaining Agreement with Teamsters 320 Chief 2022-478 Correctional Officers for the years 2022, 2023 and 2024 Sponsors: Human Resources

2. Authorize the Chair and the County Manager to execute the agreement.

Correctional Officers for the years 2022, 2023 and 2024.

1. Approve the terms of the collective bargaining agreement with Teamsters 320 Chief

6. Terms of Collective Bargaining Agreement with Teamsters 320 Correctional Officer III for the Years 2022, 2023 and 2024

2022-505

Sponsors: Human Resources

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

7. Revised Salary Grade for the Job Classification, Information Systems Chief Information Security Officer - Unclassified

2022-499

Sponsors: Human Resources

Approve the Revised Salary Grade for the job classification in the following title:

Job Classification	<u>Schedule</u>	<u>Grade</u>	Annual Salary Range
Information Systems Chief Information	From: 98B	38	\$ 93,319 - \$138,777
Security Officer (Unclassified)	To: 98B	42	\$109,149 - \$162,327

8. Revised Salary Grade for Seven Job Classifications in the Public Health, Women, Infants and Children Nutrition Job Series

<u>2022-405</u>

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	Sched	<u>lule</u>	Grade	Annual Sa	lary Range
WIC Nutrition Educator					<u> </u>
WIC Nutrition Educators:					
- American Sign Languag	ge	From:	22N	17M	\$42,384 - \$62,507
- Hmong speaking	To:	22N	20M	\$47,27	8 - \$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

9. Grant Awards from Minnesota Department of Human Services and Saint Paul Foundation for Heading Home Ramsey - Bridge to Housing

2022-485

Sponsors: Housing Stability

- 1. Accept a grant award from the Minnesota Department of Human Services, Office of Economic Opportunity for Heading Home Ramsey Bridge to Housing for the period of October 1, 2022 through June 30, 2023 in the amount of \$6,000,000.
- 2. Accept a grant award from the Saint Paul Foundation for the Heading Home Ramsey-Bridge to Housing for the period of March 1, 2022, to December 30, 2022, in the amount of \$100,000.
- 3. Direct the County Manager to establish a project budget and designate these funds accordingly.

- 4. Authorize the County Manager to execute the grant agreements in a form approved by the County Attorney's Office.
- 5. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
- 6. Authorize the County Manager to enter into sole source agreements over \$175,000 upon the condition the Heading Home Ramsey Governing Board approved the request and in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

10. Grant Award from the 2022 Bureau of Justice Assistance Byrne Discretionary Community Project Funding for Violence Reduction Initiative

2022-500

Sponsors: County Attorney's Office

- 1. Ratify the grant application to the Bureau of Justice Assistance for 2022 Byrne Discretionary Community Project Funding / Byrne Discretionary Grants Program.
- Accept a grant award and approve a grant agreement with the Bureau of Justice Assistance for the 2022 Byrne Discretionary Community Project Funding / Byrne Discretionary Grants Program as part of the Ramsey County Violence Reduction Initiative for the period of August 1, 2022 through July 31, 2024 in the amount of \$900,000.
- 3. Authorize the County Manager to establish a project budget for the Ramsey County Violence Reduction Initiative in the County Attorney's department.
- 4. Authorize the County Manger or designee to execute the grant agreement.
- 5. 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.

11. 2023 Recycling & Energy Board Joint Activities Budget

2022-497

Sponsors: Public Health

Accept and approve the amended 2023 Ramsey/Washington Recycling & Energy Board Joint Activities Budget as recommended by the Ramsey/Washington Recycling & Energy Board.

12. Minnesota Opioid Overdose Prevention Settlement Funds and Personnel Complement Increase in Public Health

2022-498

Sponsors: Public Health

- 1. Accept Ramsey County's share of the Minnesota opioid overdose prevention settlement funds in the amount of \$15,780,977, payable in installments over the course of an 18 -year period.
- 2. Authorize the County Manager to establish a project budget for the Minnesota opioid overdose prevention settlement funds in the Public Health department.
- 3. Approve an increase in the personnel complement of Public Health or supporting departments by 6.0 Full Time Equivalent positions.

POLICY ITEM

13. Certification of the Maximum Tax Levy for the Proposed 2023 Property Tax Notices

<u>2022-483</u>

Sponsors: Finance

Approve the proposed maximum tax levy to finance the 2023 budget in the amount of \$354,123,588. The breakdown between General County and Library levy is as follows:

General County \$338,806,746 Library \$15,316,842 Total \$354,123,588

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

Regional Railroad Authority Meeting - Council Chambers, Courthouse - Room 300

10:15 a.m. (estimated): Strategic Team Committee of the Whole - Anti-Racism and Economic Justice Trust Update - Council Chambers, Courthouse - Room 300

Advance Notice:

October 4, 2022	No county board meeting – Council Chambers
October 11, 2022	County board meeting – Council Chambers
October 18, 2022	County board meeting – Council Chambers
October 25, 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: 2022-336 **Meeting Date:** 9/27/2022

Sponsor: County Manager's Office

Title

Agenda of September 27, 2022 is Presented for Approval

Recommendation

Approve the agenda of September 27, 2022.



Board of Commissioners Request for Board Action

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

Item Number: 2022-337 **Meeting Date:** 9/27/2022

Sponsor: County Manager's Office

Title

Minutes from September 20, 2022 are Presented for Approval

Recommendation

Approve the September 20, 2022 Minutes.

Attachments

1. September 20, 2022 Minutes



Board of Commissioners Minutes

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

September 20, 2022 - 9 a.m.

Council Chambers - Courthouse Room 300

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner McDonough:

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

We are standing on the ancestral lands of the Dakota People. We want to acknowledge the Ojibwe, the Ho Chunk and the other nations of people who also called this place home. We pay respects to their elders past and present. Please take a moment to consider the treaties made by the tribal nations that entitle non-Native people to live and work on traditional Native lands. Consider the many legacies of violence, displacement, migration, and settlement that bring us together here today. And please join us in uncovering such truths at any and all public events.

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

2022-334

Sponsors: County Manager's Office

Approve the agenda of September 20, 2022.

Motion by McGuire, seconded by Reinhardt. Motion passed.

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

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

<u>2022-335</u>

Sponsors: County Manager's Office

Approve the September 6, 2022 Minutes.

Motion by Carter, seconded by Ortega. Motion passed.

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

PROCLAMATION

3. Proclamation: Hispanic Heritage Month 2022-467

Sponsors: Human Resources

Presented by Commissioner Carter. Ramsey County staff of the Hispanic community were present to accept the proclamation. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

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

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.

Motion by McDonough, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt Resolution: B2022-215

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

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.

Motion by McDonough, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt Resolution: <u>B2022-216</u>

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.

Motion by McDonough, seconded by Reinhardt. Motion passed.

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

Resolution: B2022-217

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.

Motion by McDonough, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt Resolution: B2022-218

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.

Motion by McDonough, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt Resolution: <u>B2022-219</u>

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.

Motion by McDonough, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt Resolution: <u>B2022-220</u>

9. Joint Powers Agreement with City of 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.

Discussion can be found on archived video.

Motion by McDonough, seconded by Ortega. Motion passed.

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

Resolution: B2022-221

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair MatasCastillo declared the meeting adjourned at 9:46 a.m.



Board of Commissioners Request for Board Action

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

Item Number: 2022-502 **Meeting Date:** 9/27/2022

Sponsor: Information Services

Title

Proclamation: Digital Inclusion Week

Attachments1. Proclamation

Proclamation

WHEREAS, Broadband services play an important role in civic and cultural participation, lifelong learning and access to essential services for Ramsey County communities; and

WHEREAS, Digital equity ensures all individuals and communities have the information technology capacity needed for full participation in our society, democracy and economy; and

WHEREAS, The COVID-19 pandemic highlighted how the digital divide impacts our residents, particularly our racially and ethnically diverse residents and communities; and

WHEREAS, Nationally, nearly half of all people who are digital disconnected are people of color and are less likely to have a broadband internet connection or a desktop or laptop at home; and

WHEREAS, Access to a reliable, affordable internet connection is a social determinant of health, with higher COVID-19 mortality associated with a lack of an internet connection; and

WHEREAS, Digital skills are a gateway for career advancement and crucial for economic growth, intergenerational wealth-building and prosperity; and

WHEREAS, Ramsey County is committed to closing the digital divide for its residents through the work of Ramsey County Library, Workforce Solutions, Information Services, Community Corrections and Service Center staff by launching programs such as Connectivity Blueprint, distributing Wi-Fi hotspots, hosting technology webinars and sharing resources on Ramsey Connected; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares the week of October 3-7 2022 as Digital Inclusion Week in Ramsey County, and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners encourages Ramsey County residents to join the board in raising awareness of advancing digital equity and being committed to closing the digital divide.

Trista MatasCastillo, Board Chair, District 3

Mary & McShure

Mary Jo McGuire, Commissioner, District 2

Rafael E. Ortega, Commissioner, District 5

Victoria Cl. Reinhardt Victoria Reinhardt, Commissioner, District 7 Nicole Frethem, Commissioner, District 1

Toni Carter, Commissioner, District 4

Jim McDonough, Commissioner, District 6

Ryan T. O'Connor, County Manager



Board of Commissioners Request for Board Action

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

Item Number: 2022-390 **Meeting Date:** 9/27/2022

Sponsor: Human Resources

Title

Ramsey County Employee Achievement Award: Sandy Labore, Human Resources supporting Parks & Recreation

Recommendation

None. For information and discussion only.

Background and Rationale

Employee achievement awards are presented to Ramsey County employees whose job performance, productivity and contributions to the goals of the county are exemplary.

Nominations for an Achievement Award are submitted to the Human Resources Liaison to the Achievement Award Selection Committee for consideration. Nominations may be made in one or more of the following categories:

- Excellent job performance.
- Performance beyond the call of duty.
- Community contributions.
- · Heroic measures.
- Personal growth despite adversity.
- Demonstrated cost savings or resource enhancement.
- Environmental management, waste reduction or recycling.
- County work environment contributions.

The Achievement Award Selection Committee consists of county employees who volunteer from various departments, researches, reviews and makes final recommendations on the nominations.

The Achievement Award Selection Committee has approved the nomination of employee Sandy Labore, Personnel, Benefits and Transactions Assistant - Human Resources supporting Parks & Recreation, to be recognized with an Employee Achievement Award in the category of *county work environment contributions*.

Attachments

1.Memorandum of Achievement Award Notice to Commissioners



September 21, 2022

To: Ramsey County Board of Commissioners

Cc: Ryan O'Connor, County Manager

Olletha Muhammad, HR Manager

From: Abel Piñeiro, Diversity, Inclusion & Organizational Development Specialist

HR Liaison to RC Achievement Award Committee

Subject: Achievement Award for Sandy Labore, Human Resources

The Ramsey County Employee Achievement Award Selection Committee has selected the following employee to receive an Achievement Award. This is to advise you that in accordance with County Board Resolutions, **Sandy Labore**, personnel, benefits and transactions assistant, Human Resources, will receive an Employee Achievement Award. Presentation of the award will be made at the September 27, 2022, meeting of the County Board.

Nomination Summary

Sandy Labore is a personnel, benefits and transactions assistant in Human Resources who provides support to the Parks & Recreation department.

She was nominated for a Ramsey County Employee Achievement Award in the category of *County Work Environment Contributions*.

At the Parks & Recreation department, where she is located, Sandy is known as someone who makes the little things feel special and is very creative.

She goes out of her way to make employees at Parks & Recreation feel valued and plays a big role in celebrating major life events, holidays and other milestones. She has been very instrumental in honoring, celebrating and building the morale of the Parks and Rec team.

Sandy is always organizing something – for instance providing homemade (by her) baked goods for the blood drives to the American Red Cross (which she also coordinates), or providing hot cocoa mix and bingo cards for everyone to take home for a virtual holiday party (during Covid-19).

She is known to make cards by hand to honor holidays.

Sandy also brings in home-baked goods to celebrate babies being born, weddings, job promotions and more.

121 7th Place East, Suite 2100 Saint Paul, MN 55101 Phone: (651) 266-2700 Fax: (651) 266-2727 TDD: Dial 711 She does all of this in addition to her normal job responsibilities, and she spends her own money and time outside of work doing this to make her colleagues feel welcome and celebrated.

In summary, the Achievement Award Selection Committee recommends that Sandy Labore be awarded a Ramsey County Employee Achievement Award in the category of "County Work Environment Contributions."

CC: Ryan O'Connor; Olletha Muhammad



Board of Commissioners Request for Board Action

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

Item Number: 2	022-478			Meeting Date: 9/27/2022
Sponsor: Human	Resources			
Title Terms of Collective 2023 and 2024	e Bargaining Agreemer	nt with Teamster	s 320 Chief Corre	ctional Officers for the years 2022,
Officers for		and 2024.		nsters 320 Chief Correctional ent.
year contract for th	ing with Teamsters 320	is bargaining ur	it represents appr	esulted in agreement for a three- oximately six employees who work
is required. The prefforts of union and the parties on Aug August 25, 2022. There is a success	oposed settlement is the dimanagement participal to the participal to the bargarthe to the bargarthere was ample opported to the property of this present the property of the	e result of nego ants in the barga aining unit subse tunity to address ocess. The prop	tiations between the sining process. The equently voted to rest the interests of bosed settlement a	pard approval of a new agreement the parties and reflects the diligent the settlement was reached between the ratify the tentative agreement on the union and management and ddresses the important interests of the eters authorized by the Ramsey
County Goals (Ch ⊠ Well-being	neck those advanced by ☐ Prosperity	,	portunity	☐ Accountability
with the overall rat agreements are es opportunities and	y 4,332 employees employees emple of new hires of raciall ssential to establishing outcomes in support of	y and ethnically equitable and co the attraction ar	diverse backgrou ensistent wages ar nd retention of a di	re racially and ethnically diverse nd at 63%. Collective bargaining nd benefit structure with equitable verse workforce who provide inty's vision, mission and goals.
This action is strict agreement pursua	int to the internal union he county and the union ch.	nal facing. The process. This ag	greement is the re	vote of its membership to ratify the sult of a traditional negotiation using both a collaborative and
☑ Inform Fiscal Impact	☐ Consult	□ Involve	☐ Collaborate	☐ Empower
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Item Number: 2022-478 **Meeting Date:** 9/27/2022

Sufficient funds are available in the approved Ramsey County Sheriff's 2022-23 operating budget.

Last Previous Action

None.

Attachments

1. 2022-2024 Teamsters 320 Chief Correctional Officer Tentative Agreement Summary List

Ramsey County

Teamsters Local 320 Chief Correctional Officers

2022-2024 Tentative Agreement Summary Reached on 08/11/2022-v2

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.

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.

- Effective the first full pay period following January 1, 2023, a one-time Market Adjustment of 1.0% applied to Step 10 of the Chief Correctional Salary Plan 42.
- Effective the first full pay period following January 1, 2023, a one-time Market Adjustment of 3.0% applied to Step 11 of the Chief Correctional Salary Plan 42.

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.

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

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

<u> 2024:</u>

Re-opener to address medical insurance for 2024.

DENTAL INSURANCE

<u> 2022:</u>

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

	Total		Employee	Employer
Coverage	Premium	Split	Contribution	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.

	Total		Employee	Employer
Coverage	Premium	Split	Contribution	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

Purpose - Article 1

Add a Race/Equity Inclusion Statement to the preamble of the contract

<u>Definitions – Article 3</u>

Add definitions for differential pay, permanent status, probationary status, and provisional status

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 14.4 and re-number accordingly.

Clothing Allowance - Article 16

Increase the clothing allowance in 2023 to \$775 and \$800 in 2024.

Sick Leave – Article 17

- Modify Article 17.5 to expand the use of bereavement leave for inclusion and clarity
- Modify Article 17.16 to increase the number of hours of sick leave that can be used for the purpose of birth or adoption.

Maximum Annual Vacation Accrual - Article 20

• 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.
- Increase education reimbursement to \$775 in 2023 and \$800 in 2024 in 23.2.

Wages – Article 25.4 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. Work Schedule Renew
- ii. Clothing Allowance Renew
- iii. Short/Long Term Disability Sick Leave Bank Renew
- iv. Watch Commander Assignments Renew
- v. Post Termination Health Care Savings Plan Renew
- vi. 2019-2020 Holiday Renew for 2022-2024

LANGUAGE CHANGES

ARTICLE 1 PURPOSE OF AGREEMENT

This Agreement is entered into as of January 1, 2021, between the County of Ramsey, hereinafter called the Employer, and the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320, hereinafter called the Union.

It is the intent of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

The Employer and the Union have a shared commitment to advance racial equity by reducing racial and ethnic based disparities and create an inclusive, respectful workplace. Valuing diversity means creating a workplace that respects and includes differences. The parties recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies, and outcomes; and it is essential that all employees develop competencies to meet this commitment.

The Employer and the Union through this Agreement shall continue their dedication to the highest quality service and protection to the County of Ramsey. Both parties recognize this Agreement as a pledge of this dedication.

ARTICLE 3 DEFINTIONS

Definitions in this section are intended to provide understanding of terms used throughout the contract and are not intended to establish new practices or conditions of work or to conflict with provisions of the bargaining agreement.

- 3.1 UNION: The Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.
- 3.2 UNION MEMBER: A member of the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320 in the bargaining unit to which this contract applies.
- 3.3 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.4 COUNTY: County of Ramsey.
- 3.5 FISCAL AUTHORITY: County of Ramsey.
- 3.6 UNION OFFICER: Officer elected or appointed by the Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.
- 3.7 APPOINTING AUTHORITY FOR MANAGEMENT RIGHTS: Sheriff or Chief Deputy.
- 3.8 EMERGENCY: An unanticipated set of circumstances that creates an immediate need for employees to work to safeguard public safety, prevent injury to clients, employees or the public, prevent catastrophic loss, or maintain current standard staffing ratios.
- 3.9 DIFFERENTIAL PAY: Additional salary considerations paid over and above the employee's straight time pay and would include, but is not limited to, night differentials and weekend differentials.
- 3.10 PERMANENT STATUS: The state or condition achieved by an employee in the classified service who has successfully completed an initial probationary period or a probationary period required following reinstatement or reemployment.
- 3.11 PROBATIONARY STATUS: The state or condition of an employee following appointment to a position in the classified service, during which the employee is required to demonstrate ability to perform the duties and fulfill the responsibilities of the position. Probationary employees are not subject to just cause if discharged during the probationary period.
- 3.12 PROVISIONAL STATUS: The state or condition of an employee who has been appointed for a limited period of time (not to exceed six [6] months) to a classified position for which no eligible list exists.

ARTICLE 14 HOLIDAYS

14.2 Holidays are defined as:

New Year's Day January 1st

Martin Luther King's Birthday Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

June 19th
Independence Day

July 4th

Labor Day First Monday in September

Veterans' Day November 11th

Thanksgiving Day Fourth Thursday in November

Thanksgiving Friday The Friday after Thanksgiving

Christmas Day December 25th

Floating Holiday Two (2) days each year to be granted with the

approval of the department head. Effective

2023, up to eight (8) hours each year

- 14.3 For employees on a five day on two day off schedule working Monday through Friday, when New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on Saturday, the preceding day shall be a holiday. Effective 2023, including Juneteenth.
- 14.4 Every employee with probationary or permanent status shall be eligible for "floating holidays" on the following basis:
 - 1) Employees shall be entitled to up to sixteen (16) hours per year. Effective 2023, employees shall be entitled to up to eight (8) hours per year.
 - 2) Beginning with the first pay period that includes January 1, 2007, accrue floating holidays based on employment status through 2022.
 - 3) Effective 1/1/07, any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year (same dates as used for vacation max. Maximum accrual will remain at 16 hours through 2022.
 - 4) Full-time and part-time employees shall earn pro-rated accrual based on actual hours on paid status in a pay period. Accruals for Locals that currently receive 16 hours of floating holiday will be .61536 hour per pay period. Effective 2023, full-time and part-time employees shall receive up to eight (8) hours of floating holiday annually on the first full pay period including June 20, pro-rated for part-time employees.
 - 5) Employees who have worked less than 6 months will not be paid for unused floating holidays if terminating employment.
 - 6) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.
 - 7) No loss in accrual for full-time employees for up to 40 hours per pay period for no more than 2 consecutive pay periods for unpaid union leave through 2022.

8) No loss in accrual hours for unpaid time-off required to fulfill weekend National Guard training.

ARTICLE 16 CLOTHING ALLOWANCE

- 16.1 Effective January 1, 2021, each employee will receive the amount of \$725 (seven hundred twenty-five dollars) as a clothing allowance for use in purchasing replacement of uniforms as required. Effective January 1, 2023, the allowance will increase to \$775 (seven hundred seventy-five dollars). Effective January 1, 2024, the allowance will increase to \$800 (eight hundred dollars). For employees not working for a full calendar year, this amount will be adjusted on a pro rata basis. Uniform allowance will be paid on January 1 each year.
- ARTICLE 17 SICK LEAVE 17.5 Sick leave not to exceed forty (40) hours may be utilized upon the occasion of death in the employee's immediate family. Immediate family for the purpose of this section shall be defined as the employee's spouse, children, parents, siblings, grandparents, grandchildren, a person regularly residing in the employee's immediate household, or person the employee regards as a member of the employee's immediate family, and shall include parents and siblings of the employee's spouse or of a person regularly residing in the employee's immediate household.
- 17.16 Sick leave not to exceed eighty (80) hours_may be utilized by employees for the birth or adoption of the employee's child or a child regularly residing in the employee's immediate household. The leave must be consecutive and taken within six (6) months of the birth or adoption.

ARTICLE 20 VACATION

20.4 Vacation may be accumulated to twice the employee's earning rate. Effective 2023, vacation may be accumulated to a maximum of two and half (2.5) times the annual vacation earning rate of the employee. Any vacation in excess of the maximum accumulation allowed shall be lost to the employee on May 1 and November 1 of each year, effective upon County Board approval of the new contract. Effective 2023, any vacation accrued in excess of the maximum accumulation shall be lost to the employee on the pay period including June 30th.

ARTICLE 23 EDUCATION

Any employee who, in order to improve their current or future_work performance, takes courses which have a direct relationship to their work or a position they can reasonably hope to advance to, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee desiring to take advantage of this training program must have the course work approved previous to enrollment by his/her department head and the Director of Human Resources. Factors upon which an employee's eligibility depends, includes the relevance of the course work to the employee's position; the status of the educational institution and availability of funds, pursuant to the County's Tuition Reimbursement guidelines. The institution offering the course must be accredited. Approval will not be granted for a course if a substantial equivalent is offered through the County. Effective January 1, 2019, the maximum annual tuition reimbursement shall be limited to four thousand dollars (\$4,000)

- annually per employee. Employees otherwise eligible for a refund shall not submit claims for tuition reimbursement when such tuition has been or shall be paid by a federal plan of "benefits for veterans and service personnel" or by other sources.
- 23.2 Effective January 1, 2010, in recognition of the additional skills and knowledge required to effectively perform in the role of Chief Correctional Officer, the Department will set aside an amount of \$700 per year for each Chief Correctional Officer to be used for job related education and training, under the County educational reimbursement plan. Effective January 1, 2023 the amount increases to \$775 per year. Effective January 1, 2024, the amount increases to \$800. This will be allowed to accrue for up to four (4) years. Expenditures must be approved by the employer, for training appropriate to the work of a Chief Correctional Officer. Requests to attend training that exceed the balance of the employee's training and education account will be reviewed by the Department Head or designee on a case by case basis to determine if the employer will make up any difference.

ARTICLE 21 INSURANCE

21.1 Employee Insurance – The County will provide the following insurance contributions on the 1st of the month following 30 (thirty) days of employment to provisional, probationary and permanent employees who elect insurance coverage: (All contributions shown for medical and dental are monthly and based on full-time employment.)

(1) Medical Insurance:

- **Single**: Effective January 1, 2022, the total premium for single coverage is \$1,012.17 per month. The monthly premium shall be split 92% County/8% employee. The County will subsidize the employee's portion of the single insurance monthly contribution by \$3.00 per month for 2022, which results in an employee contribution of \$77.97 per month and a County contribution of \$934.20 per month per employee.
- Family: Effective January 1, 2022, the total premium for family coverage is \$2,412,21 per month. The monthly premium shall be split 75% County/25% employee. The County will subsidize the employee's portion of the family insurance monthly contribution by \$32.01 per month for 2022, which results in an employee contribution of \$571.05 per month and a County contribution of \$1,841.16 per month per employee.

		Premium Split		Employer	5 W	5 111
	Total	Percentage:	Premium Split	Provided	Resulting	Resulting
	Premium	i ci cciitage.	Dollars:	Monthly	Employee	Employer
Coverage	Amount	Employer/Employee	Employer/Employee	Subsidy	Contribution	Contribution
Single	\$1,012.17	92% / 8%	\$931.20/\$80.97	\$3.00	\$77.97/mo	\$934.20/mo
Family	\$2,412.21	75% / 25%	\$1,809.16/\$603.05	\$32.01	\$571.05/mo	\$1,841.16/mo

202<u>3</u> –

- **Single**: Effective January 1, 2023, the total premium for single coverage shall be split 92% County/8% employee. The County will subsidize the employee's portion of the single insurance monthly contribution by \$6.00 per month for 2023.
- **Family**: Effective January 1, 2023, the total premium for family coverage shall be split 75% County/25% employee. The County 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's 2023 monthly insurance contribution being less than what the employee paid in 2022.

				Employer		
	Total	Premium Split	Premium Split Dollars:	Provided	Resulting	Resulting
	Premium	Percentage:	Dollars:	Monthly	Employee	Employer
Coverage	Amount	Employer/Employee	Employer/Employee	Subsidy	Contribution	Contribution
Single	TBD	92% / 8%	TBD	\$6.00	TBD	TBD
Family	TBD	75% / 25%	TBD	\$47.00	TBD	TBD

2024 -

• The County and the Union will reopen the contract to negotiate medical insurance for 2024.

Changes will be effective on January 1 of each year.

(2) Dental Insurance:

• **2022** – Effective January 1, 2022, the County and the employee will split the total premium for single or family dental coverage 50% County/50% employee.

	Total	Premium Split		
	Premium	Percentage:	Employee	Employer
Coverage	Amount	Employer/Employee	Contribution	Contribution
Single	\$44.68	50% / 50%	\$22.34/mo	\$22.34/mo
Family	\$99.59	50% / 50%	\$49.80/mo	\$49.80/mo

• **2023** – Effective January 1, 2023, the County and the employee will split the total premium for single or family dental coverage 50% County/50% employee.

	Total	Premium Split		
	Total Premium	Percentage:	Employee	Employer
Coverage	Amount	Employer/Employee	Contribution	Contribution

Single	TBD	50% / 50%	TBD	TBD
Family	TBD	50% / 50%	TBD	TBD

• **2024** – The County and the Union will reopen the contract to negotiate dental insurance for 2024.

Changes will be effective on January 1 of each year.

(3) Life Insurance:

The County will provide group life insurance equal to one times an employee's annual salary. (minimum \$10,000, maximum \$50,000). Optional life insurance will be employee paid.

(4) Long-Term Disability:

The County will provide a basic long-term disability benefit providing 40% income replacement. Employees may buy an additional 20% income replacement at their own expense for a total of 60%.

(5) Short-Term Disability:

The County will offer an employee paid short-term disability plan to employees effective 1/1/2000 subject to meeting insurance carriers' enrollment requirements.

The Union will allow the Employer to offer a pre-tax cafeteria plan that includes Health Care Expense Account-Premium Option, Health Care Reimbursement Account, and the Dependent Care Reimbursement Account to members of the bargaining unit. Participation is voluntary. The employer will contact the Union representative thirty (30) days or more prior to implementing any substantive changes in the program. If the Union disagrees with the proposed changes, the changes will not be implemented for the members of the bargaining unit unless legally required.

21.2 Eligibility

<u>Retiree Insurance:</u> Employees who retire from Ramsey County under provisions of the Public Employment Retirement Act may participate at their option under the health and welfare insurance plans for retired Ramsey County employees. There is no County contribution to dental insurance premiums. County contribution for medical insurance is as follows:

<u>Employees hired before July 1, 1992</u> – Employees hired before July 1, 1992 must have 10 years (20,800 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums. If an employee retires under PERA disability retirement, the employee must have 5 years (10,400 hours) of County service to be eligible for the full County contribution to retiree medical insurance premiums.

<u>Employees hired on or after July 1, 1992</u> – Employees hired on or after July 1, 1992 must have 20 years (41,600 hours) of County service to receive 50% of the County contribution to retiree medical insurance premiums. This amount will increase by 4% for

each additional year (2,080 hours) of County service until there is a maximum of 90% of the County contribution after 30 years (62,400 hours). Current insurance eligible employees hired between 7/1/92 and 12/31/05 — Current insurance eligible employees hired between 7/1/92 and 12/31/05 elected in writing prior to 11/1/06 whether they would maintain their current retiree insurance benefit, or opt out of the current retiree benefit and participate in the Health Care Savings Plan (HCSP) option. This was a one time, irrevocable decision. Employees who did not make an election in writing prior to 11/1/06, were deemed to have elected to retain their current retiree insurance benefit. Effective the 1st full pay period following 1/1/07, employees opting out of the current retiree insurance benefit contribute 1% of salary on a per pay period basis to the HCSP.

The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (\$634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year.

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

Only insurance-eligible employees are eligible to participate in this HCSP option.

<u>Employees hired on or after 1/1/06</u> - Employees hired on or after 1/1/06 will not receive any County contribution toward retiree insurance. Employees who meet the eligibility requirements for retiree insurance may participate in the County's retiree insurance plan but will be responsible for the entire premium.

All new employees hired on or after 1/1/06 will contribute 1% of salary on a per pay period basis to a Health Care Savings Plan (HCSP).

The County will contribute five hundred twenty five dollars and twenty cents (\$525.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's five (5) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to five hundred thirty dollars and forty cents (\$530.40) per year. The

County will contribute six hundred twenty nine dollars and twenty cents (\$629.20) per year to the HCSP on a per pay period basis effective the 1st full pay period following the employee's ten (10) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to six hundred thirty four dollars and forty cents (\$634.40) per year. The County will contribute seven hundred thirty three dollars and twenty cents (\$733.20) per year to the HCSP on a per pay period basis beginning the 1st full pay period following the employee's fifteen (15) year employment anniversary date. Effective the first full pay period after 1/1/17 this contribution will increase to seven hundred thirty eight dollars and forty cents (\$738.40) per year.

Contributions will be pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees. There will be no loss in accrual for full-time employees for up to forty (40) hours per pay period for no more than two (2) consecutive pay periods for unpaid union leave.

Only insurance-eligible employees are eligible to participate in this HCSP option.

County Contributions

<u>Early Retiree Contributions</u>: For employees retired from Ramsey County who are less than the age of Medicare eligibility (early retirees), the County will make the same contribution to medical insurance premium as for active employees, subject to the years-of-service requirements listed above.

<u>Regular Retiree Contributions:</u> For employees retired from Ramsey County who are eligible for Medicare, or are at or exceed the age of Medicare eligibility (regular retirees):

2022 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$75.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$150.00 per month.

2023 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$75.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$150.00 per month.

2024 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$75.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$150.00 per month.

County contributions are subject to the years of service requirements listed above. All changes effective on January 1 of each year.

- 21.3 The County will make a payroll deduction for the premium for the voluntary Group Term Life Insurance Program offered through the Public Employees Retirement Association, for those employees who choose to participate.
- 21.4 Employees who are regularly scheduled to work between sixty (60) and eighty (80) hours per pay period shall receive contributions towards health and dental premiums at the same rate as full-time employees. Employees whose average paid hours are at least fifty percent (50%), but less than seventy-five percent (75%) of full-time shall receive two-thirds (2/3) of the County contribution towards insurance benefits.

ARTICLE 25 WAGES:

- 25.3 The following general wage increases will be applied to the wage rates: 2022:
 - o 1.50% wage increase effective the first full pay period following January 1, 2022.
 - Employees shall progress through the wage schedule per the applicable salary plan in 2022.
 - \$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.

These lump sum payments set no precedence or guarantee of any future lump sum payments for same or similar purposes. Reference to these lump sum payments shall be removed from the contract following the expiration of the 2022-2024 agreement.

• <u>2023:</u>

- 2.25% wage increase effective the first full pay period following January 1, 2023.
- Employees shall progress through the wage schedule per the applicable salary plan in 2023.
- Effective the first full pay period following January 1, 2023, a one-time Market Adjustment of 1.0% applied to Step 10 of the Chief Correctional Salary Plan grade 42.
- Effective the first full pay period following January 1, 2023, a one-time Market Adjustment of 3.0% applied to Step 11 of the Chief Correctional Salary Plan grade 42.

2024:

- 2.25% wage increase effective the first full pay period following January 1, 2024.
- Employees shall progress through the wage schedule per the appliable salary plan in 2024.
- Effective January 1, 2024, all applicable salary plans containing 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 will be made to steps that require less than five (5) years between progression.

25.4 Effective the first full pay period following 1/1/2022 the Employer will provide a matching contribution directly to the employee's deferred compensation plan provider of a maximum of \$35 per month or \$420.00 annual maximum, per contributing employee, provided the employee makes a minimum contribution of \$10.00 per month. This contribution will be prorated based on regular hours worked. In the event an employee contributes to more than one deferred compensation plan provider offered by the county, the employer contribution shall only be made to a single plan and will default to the plan that the employee contributes a greater amount to. In the event the employee contributes equally to the plan providers, the employer contribution will default to the MSRS administered plan.



Board of Commissioners Request for Board Action

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

Item Number: 2022-505 Meeting Date: 9/27/2022 **Sponsor:** Human Resources Terms of Collective Bargaining Agreement with Teamsters 320 Correctional Officer III for the Years 2022, 2023 and 2024 Recommendation 1. Approve the terms of the collective bargaining agreement with Teamsters 320 Correctional Officer III 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 Officer III has resulted in agreement for a three-year contract for the years 2022, 2023 and 2024. This bargaining unit represents approximately 20 employees who work in either the Ramsey County Sheriff's Office or the Community Corrections department in the job classification of Correctional Officer III. 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 June 22, 2022, and the arbitrator's award was issued July 29, 2022. The county sought additional clarification from the arbitrator on August 18, 2022, and received such clarification on August 26, 2022. Although the challenges were significant, there was ample opportunity to address the interests of both union and management and there is a conclusion of this process. The proposed settlement addresses the important interests of affected employees and the county. 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 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.

Item Number	: 2022-505	Meeting Date: 9/27/2022		
Inform	☐ Consult	☐ Involve	☐ Collaborate	☐ Empower
arbitrator award total cost of this not reflected in Community Co	ded a modification of the s agreement. This amo the approved 2022-23	ne wage scale that a bunt exceeds the au operating budgets Labor Relations and	added longevity pay Ithority provided by f for the Ramsey Cou I Finance will work t	ing Interest Arbitration, the y, which subsequently changed the the Ramsey County Board and is unty Sheriff's Office and together to address the funding
Last Previous	Action			

None.

Attachments

1. 2022-2024 Post Arbitration Teamsters 320 Correctional Officers III Tentative Agreement and Arbitration Award Summary List

Ramsey County

Teamsters Local 320 Correctional Officers 3

Tentative Agreement Following Interest Arbitration Award 7/29/2022

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.
- 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.
- 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.

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

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

	Total		Employee	Employer
Coverage	Premium	Split	Contribution	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.

	Total		Employee	Employer
Coverage	Premium	Split	Contribution	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.

<u>Vacation – Article 20</u>

- Modify the language 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 25

- Modify Article 25.2 to add a new longevity provision.
- Revise Article 25.7 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.

MEMORANDA OF AGREEMENT

- i. Post Employment HCSP RENEW
- ii. Short/Long Term Disability
- iii. ACA Eligibility
- iv. Vacation Accrual Within Community Corrections
- v. Labor Management Committee
- vi. Training Funds Carryover and One-Time Cash Payout -2021
- vii. Sheriff's Office CO Holidays



Board of Commissioners Request for Board Action

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

Item Number: 2022-499 **Meeting Date:** 9/27/2022

Sponsor: Human Resources

Title

Revised Salary Grade for the Job Classification, Information Systems Chief Information Security Officer - Unclassified

Recommendation

Approve the Revised Salary Grade for the job classification in the following title:

Job Classification	<u>Schedule</u>	<u>Grade</u>	Annual Salary Range
Information Systems Chief Information	From: 98B	38	\$ 93,319 - \$138,777
Security Officer (Unclassified)	To: 98B	42	\$109,149 - \$162,327

Background and Rationale

The Human Resources department received a request from the Information Services department to review the salary of the Information Services Chief Information Security Officer (Unclassified) classification due to difficulty attracting, promoting and retaining talent at the current salary grade.

Information Services develops and maintains Ramsey County's technology infrastructure and establishes countywide enterprise standards and policies to promote a strong, efficient and secure information technology environment. These controls are intended to minimize information system vulnerabilities and threats and meet legal and regulatory requirements for protecting data and systems.

The Chief Information Security Officer provides directions to the Information Systems team to take the lead in providing countywide information security policy, standards and resources, and helping departments protect their information assets. These services include:

- Information security policy:
 - Protect county and resident information from unauthorized access and save the county from costly fines, penalties and recovery efforts.
 - Ensure data integrity and confidentiality.
 - Allow department leadership to make more informed, risk-based decisions across the county technology environment.
- Information security awareness:
 - Keeping Ramsey County technology resources and information secure.
- Mandatory information security training:
 - o Requires all county staff and certain vendors, volunteers, interns and students to complete training on various data governance topics.

Due to the increasing threats to the security of data and changing security landscape and regulations, Ramsey County needs to offer a competitive pay to attract and retain talent. This is in line with the county's strategic priorities, such as a resident first approach to provide efficient and accessible services, advancing a holistic approach to strengthen families, economic competitiveness and inclusion, and the talent priority.

Item Number: 2022-499 **Meeting Date:** 9/27/2022

Human Resources followed its normal process for conducting the classification study and determined:

The Chief Information Security Officer job classification fell below 18% of the county's core comparator benchmark market comparisons. Positions that are over a 10% misalignment with the market average are considered a "critical" market misalignment.

External salary comparisons support regrading the classifications to salary schedule 98B grade 42 (\$109,149 - \$162,327 annually).

The philosophy behind Ramsey County's compensation program is to create a program that supports Ramsey County's vision, mission, and goals https://www.ramseycounty.us/your-government/leadership/board- commissioners/vision-mission-and-goals> by utilizing the Talent Priority strategies. Ramsey County is committed to administering a compensation program in a manner that is fair and equitable. Ramsey County will position itself at the 65th percentile of its relevant core comparators, ensuring that our organization is competitive within the public service sector.

County Goals (⊠ Well-bei	(Check those advance ng ⊠ Prosperi	,	oportunity	☐ Accountability	
to achieve equit	oring the salaries of the able market pay. Offer	ring competitive w	ages and being in	e county's compensation philo tentional about attracting and a positive impact in our com	d hiring
•	rticipation Level and rictly operational and i	-	there was no con	nmunity engagement with this	5
☑ Inform	☐ Consult	☐ Involve	☐ Collaborate	e 🗆 Empower	
Fiscal Impact					

This action will not require a complement increase for Information Services and is already included as part of the approved 2022-23 Information Services budget. The increase in cost is approximately \$23,550 annually. This will be absorbed within the 2022-23 Information Services budget.

Last Previous Action

None.

Attachments

- 1. Position Descriptions
- 2. Comparable Salary Information



Job Class Title: IS Chief Information Security Officer (Unclassified)

BASIC FUNCTION:

To manage the development and implementation of a county-wide information security program to ensure that information assets are adequately protected; to identify, evaluate, and report on information security risks in a manner that meets compliance and regulatory requirements; to work with executive management to determine acceptable levels of risk for the county; to work proactively with departments to implement practices that meet defined policies and standards for information security; and to perform related duties as assigned. This role will also contribute to achieving the overall county information technology (IT) vision as a part of the IS Senior Leadership team.

EXAMPLES OF WORK PERFORMED:

- 1. Promote a diverse, culturally competent and respectful workplace.
- 2. Provide information security leadership and direction through the continued development, implementation, and maintenance of the enterprise information security program.
- 3. Advocate for and protect enterprise security by serving as the key information security advisor to the organization and act as the official information security representative to internal customers, external partners, audit and regulatory organizations.
- 4. Build a comprehensive enterprise security strategy which includes implementing, directing, and overseeing the governance, assessment, consulting, monitoring and reporting functions.
- 5. Develop, implement, update and enforce county-wide information security policy, procedures, guidelines, and standards to ensure county-wide compliance with federal and Minnesota statutory and regulatory requirements for information security including the Health Insurance Portability and Accountability Act (HIPAA), Payment Card Industry Data Security Standard (PCI-DSS), Criminal Justice Information Services (CJIS) requirements and other applicable requirements.
- 6. Consult with management on information security matters, such as the effect of state and federal laws, industry related regulations, and industry best practices on security related initiatives, projects, business operations, and department specific policy.
- 7. Monitor information security trends internal and external to Ramsey County, understand potential threats, vulnerabilities and control techniques and provide consultation to executive management and departments about information security issues and risks affecting the organization and advise them on the appropriate actions to be taken.
- 8. Maintain relationships with local, state and federal law enforcement and other related government agencies.
- 9. Establish and maintain effective relationships and work collaboratively across departments to facilitate IT risk analysis and risk management processes, identify acceptable levels of risk, initiate business practice changes and establish roles and responsibilities to ensure data is protected.
- 10. Ensure the security of the remote and mobile computing environment.
- 11. Provide strategic and tactical security guidance for all IT projects, including the evaluation and recommendation of technical controls.
- 12. Manage security incidents and events to protect IT assets and data. Act as a central point of contact for all data security compromising incidents, develop incident handling procedures, and report incidents as required by law.
- 13. Perform supervisory tasks such as completing performance evaluations, recognizing and addressing performance problems, hiring staff, mentoring and coaching.
- 14. Create and facilitate the information security risk assessment process, including reporting to executive management and oversight of remediation efforts to address findings.
- 15. Create and manage a county-wide information security and risk management awareness training program.
- 16. Develop and manage effective recovery plans that ensure data privacy and information integrity in response to business need and compliance requirements in the event of a disaster. Provide leadership

with updates of the development, documentation and maintenance of the county-wide disaster recovery plans.

17. Monitor and report on county information, security activities and compliance.

(The work assigned to a position in this classification may not include all possible tasks in this description and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

Manages the work of 4+ (FTEs) including information security services staff members and project teams. Oversees performance of contractors and consultants, as well as 3rd party 24/7 operation service providers.

INTERNAL/EXTERNAL RELATIONSHIPS:

Daily contact with supervisors, managers, and directors of county departments and outside vendors to define problems and needs, develop and present useful solutions, advice on information security aspects of information security of projects, establish priorities, resolve conflicts and coordinate implementation of information security solutions. Daily to weekly contact with executive level management to determine acceptable levels of risk for the county, provide consultation and advise them on the appropriate actions to be taken. Daily to weekly contact with the State of Minnesota regarding information security coordination and network monitoring. Weekly contact with information security professionals in other jurisdictions to establish and maintain relationships and to confer and consult. Weekly to monthly contact with governmental and private agencies regarding security requirements. Monthly contact with state and internal auditors as the point of county coordination regarding security and risk issues. Occasional contact with elected representatives to discuss issues, provide consultation, gather information for further assessment or resolve issues related to the county's information security program.

IMPACT ON SERVICES/OPERATIONS:

Impacts the confidentiality, integrity and availability of all county data and information systems. Proper performance ensures that the county's data and information systems will be protected and in compliance with applicable state and federal laws, and standards for information security. Improper performance could result in ineffective programs, security risks, data breach, loss of data, excessive downtime or delays in response to disaster and potential liability for the county. Poor performance can also result in an information system that is inefficient or fails to meet the needs of users; ineffective recommendations of software, hardware, systems or services to use departments; and inadequate provision of training services for users.

WORK ENVIRONMENT:

Work is performed primarily in a standard office environment, work involves operation of personal computer equipment up to six hours a day. Travel to various worksites is also required to attend meetings. May require extended hours and work from home. Require constant multi-tasking, frequent interruptions, and numerous meetings with county staff and management. Consult with and serve on county-wide committees and initiatives representing county management.

- Knowledge of the principles and practices of information systems and information security.
- Knowledge of technological trends and developments in the area of information security and risk management.
- Knowledge of common information security management frameworks, such as ITIL and COBIT.
- Knowledge of organizational and management principles.
- Knowledge of the complexities and interdependencies of the county's functions and departments.

- Knowledge of federal and state information security laws and regulations.
- Skill in critical thinking, with strong problem-solving skills. Poise and ability to act calmly and competently in high-pressure, high stress situations.
- Ability to communicate security and risk-related concepts to technical and non-technical audiences.
- Ability to define and analyze issues and problems, evaluate alternatives, and develop sound
 independent conclusions and recommendations in accordance with laws, regulations, rules and
 policies.
- Ability to develop and maintain effective working relationships with vendors, end users, supervisors, managers, directors and elected officials.
- Ability to foster inter-agency and inter-governmental cooperation for the implementation, enforcement, and compliance with information security policy.
- Ability to represent the information systems perspectives to other members of various county-wide or cross-departmental groups.
- Ability to effectively communicate complex concepts in spoken and written communications.
- Ability to work effectively in a changing environment with minimal to no supervision to meet deadlines.
- Ability to identify barriers and propose solutions which meet departments' information security needs.
- Ability to lead and motivate cross-functional, interdisciplinary teams to achieve tactical and strategic goals.
- Ability to facilitate compromise between agencies and individuals, sometimes with competing interests and needs.

Education: Bachelor's Degree in management information systems, computer science or a related field.

Experience: Five years of progressively responsible information technology experience in the areas of security and risk management, including at least two years in a leadership role.

Substitution: None.

Certifications/Licensure: None.

Preferred Experience: Professional certification, such as Certified Information Systems Security Professional (CISSP), Certified Information Security Manager (CISM), Certified information System Auditor (CISA) or other information security credentials.

Revisions: 9-2-22; 1-27-16; 7-28-11; 12-14-10.

Agency	Title	Annual Salary Range	
City of Saint Paul	Deputy Director of Technology and		
	Communications (advisory spec only)	\$107,078.40 -	\$107,078.40
Ramsey County	Information Systems (IS) Chief Information		
	Security Officer (Unclassified) (0824)	\$93,308.80 -	\$138,777.60
Dakota County	Deputy Chief Information Officer	\$100,193.60 -	\$156,540.80
Hennepin County	Information Technology (IT) Chief Information		
	Security Officer	\$103,438.40 -	\$170,248.00
Anoka County	DIR INFO TECH/CHIEF INFO OFC	\$96,387.20 -	\$171,974.40
Carver County	Chief Information Officer	\$115,523.20 -	\$173,305.60
The Metropolitan Council	Chief Information Officer	\$119,828.80 -	\$180,918.40
Washington County	Chief Information Officer / Director of Information		
	Technology (IT)	\$137,737.60 -	\$188,656.00
Scott County	Chief Information Officer	\$129,396.80 -	\$202,176.00
University of Minnesota	IT Dir 1-Business Analysis	\$125,299.20 -	\$206,731.20



Board of Commissioners Request for Board Action

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

Item Number: 2022-405 **Meeting Date:** 9/27/2022

Sponsor: Human Resources

Title

Revised Salary Grade for Seven Job Classifications in the Public Health, Women, Infants and Children Nutrition Job Series

Recommendation

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:

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

Background and Rationale

Ramsey County Human Resources received a request from Saint Paul - Ramsey County Public Health to review the salary of the Women, Infants and Children (WIC) Nutrition Educator and Nutrition Specialist - WIC classifications due to the Public Health's difficulty attracting, promoting and retaining talent at the current salary grades.

WIC is a preventive nutrition and health program. WIC's goals are to promote healthy pregnancies, healthy growth and development of infants and children, promote and support long term breastfeeding and prevent overweight/obesity and other chronic diseases. WIC services are provided to approximately 15,800 participants per month. These services are provided in Ramsey County at six clinic sites - four in Saint Paul and two in suburban Ramsey County. All clinic sites have evening hours in order to serve students and working families.

The WIC program continues to offer highly accessible services for families:

- The WIC Staff answer the phones 8 a.m. to 6:30 p.m. Mondays through Thursdays and 8 a.m. to 4:30 p.m. on Fridays, during which time they can almost always connect families directly to a WIC member who speaks their language.
- Clinics are open two evenings a week and serve families until 6:30 p.m. on those days. Many WIC families work jobs that prevent them from visiting the clinic during the day.
- WIC Staff speak over 10 different languages, which allows families to be served by someone who speaks their language when they visit the clinic.

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 Over 65% of WIC staff come from communities of color; meaning they come from the communities Public Health is serving.

Due to the accessibility of the program, Ramsey County is serving a larger portion of eligible participants than neighboring jurisdictions. Ramsey County needs to offer competitive pay to attract and retain staff. This is in line with the county's strategic priorities, such as a resident first approach to provide efficient and accessible services, advancing a holistic approach to strengthen families, economic competitiveness and inclusion, and the talent priority.

Human Resources followed its normal process for conducting the classification study and determined:

- The WIC Nutrition Educator job classifications were found to be 12-13% below the Gallagher Core
 Comparator 9 benchmark market comparisons and 10-24% below the Gallagher Decision Band
 Method recommended wage minimum and maximum rates. Positions that are over a 10%
 misalignment with the market average are considered a "critical" market misalignment.
- The 65th percentile/target rate is \$37.56 per hour and 100% of current employees are below this rate.
- The WIC Nutrition Educator job classifications are currently on salary plan 22N, Grade 17M and this plan does not meet the 65th percentile of the market.
- To be in alignment with the market it is recommended that the WIC Nutrition Educator classifications move to salary schedule 22N grade 20M (\$47,278 \$70,192 annually).
- The Nutrition Specialist WIC job classification was found to be 22-25% below the Gallagher TARP 9
 market comparisons and 23-24% below the Gallagher Decision Band Method recommended wage
 minimum and maximum rates.
- The 65th percentile/target rate is \$45.96 per hour and 100% of employees are below this rate.
- The job classification is currently on salary plan 02A, Grade 23M and this plan does not meet the 65th percentile of the market.
- To be in alignment with the market it is recommended that the Nutrition Specialist WIC classification move to salary schedule 02A grade 31 (\$71,164 \$105,545 annually).

The recommended salary is based on the Ramsey County's job evaluation policies and procedures and is consistent with county compensation policy and practices (Resolution 95-356 and the Personnel Act, Minnesota Statute 383A.282).

County Goals (Check	those advanced by Ad	etion)		
☑ Well-being	☑ Prosperity	□ Opportunity	☐ Accountability	

Racial Equity Impact

This action will bring the salaries of these positions into alignment with the county's compensation philosophy to achieve equitable pay. It aligns with the county's strategic priorities to advance racial and health equity. Offering competitive wages and being intentional about attracting and hiring diverse applicants who are reflective of the community we serve will have a positive impact in our community.

Community Participation Level and Impact

The Saint Paul - Ramsey County Public Health WIC program strives to provide highly accessible services and works with families to assure they are connecting them with resources across the community that meet their

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	oles have significant in ont and accessible serv		the county's residen	ts first approach by delivering
	☐ Consult	☐ Involve	☐ Collaborate	☐ Empower
Public Health de covered in part	epartment budget. The by a per participant inc ent funds distributed b	increase in cost is crease of 11% appr	approximately \$365 oved by the Minnes	s part of the approved 2022-23 5,000 annually. Cost will be ota Department of Health, as well wage increase will impact 43
Last Previous None.	Action			

Attachments

- Position Descriptions
 Comparable Salary Information



Job Class Title: Nutrition Specialist - WIC

BASIC FUNCTION:

To lead and supervise numerous Women, Infants and Children (WIC) program areas; supervise staff who provide WIC services and oversee WIC clinics; assist the WIC Division Manager to develop and implement strategic planning and goals within Federal, State and Local policies; assist with progam evaluation and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

- 1. Promote a diverse, culturally competent, and respectful workplace.
- 2. Oversee the operations of WIC nutrition clinics by providing guidance and direction to clinic staff on day-to-day clinic operation. Serve as the link between the WIC program and the WIC clinic space landlords.
- 3. Supervise and evaluate the work of WIC staff to ensure the efficient and effective delivery of high quality services; assure compliance with federal, and state regulations; and determine training needs.
- 4. Recruit and hire WIC Nutrition Educators and clerical staff; plan and organize staff trainings; and conduct clinic coordinator meetings.
- 5. Coordinate the work schedule of WIC Nutrition Educators to ensure staffing at all WIC clinics is adequate to maintain monthly caseload while assuring compliance with the MN WIC Program's staffing requirements.
- 6. Oversee WIC's high risk program; train high risk counselors, monitor referrals; coordinate care by collaborating with Public Health Nurses and Registered Nurses and medical providers to develop appropriate nutrition intervention and monitoring for high risk clients.
- 7. Prepare biannual WIC nutrition education plan, implement plan and monitor progress to assure completion of program goals.
- 8. Analyze and evaluate program outcomes, and assist in formulating and developing new and revised policies and procedure to improve program effectiveness.
- 9. Develop and maintain relationships with external and internal partners to assure community awareness of WIC services; create partnerships with organizations that benefit WIC families; and create pathways for staff to easily connect families to these external organizations.
- 10. Manage and oversee the budgut of the WIC Peer Breastfeeding Program grant; and recruit, hire and train peer breastfeeding counselors that reflect communities served, culturally and by language.
- 11. Coordinate breastfeeding program requirements for Ramsey County WIC staff and peer breastfeeding counselors including training, activities and outreach; develop and monitor an annual breastfeeding education plan; provide and seek out appropriate breastfeeding training opportunities for WIC staff; and monitor breastfeeding initiation and duration rates for Ramsey County WIC participants, tailoring staff education to improve outcomes.

(The work assigned to a position in this classification may not include all possible tasks in this work and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

Supervise the work of up to ten WIC Nutrition Educators and/or clerical staff.

INTERNAL/EXTERNAL RELATIONSHIPS:

Regular contact with staff to provide supervision, guidance and mentoring; with other agencies and programs providing health and social services to low income women and children to promote WIC and to learn about other programs to which WIC clients can be referred; with the state WIC office and other local WIC programs to provide input on various issues; with the directors of agencies renting or donating space for WIC clinics; with physicians and nurses to provide and obtain information on individual clients and to

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participate in the team management process. Contact as needed with social workers to discuss client care and case management and to refer clients for additional services; with Ramsey County Child Protection staff; and with city/county personnel staff on staffing and hiring issues.

IMPACT ON SERVICES/OPERATIONS:

Duties impact on the efficient operation of the WIC Program while assuring compliance with state and federal regulations. Proper performance results in the timely delivery of services to mothers, infants and children at the lowest cost and keeping with the department's mission, goals and program objectives. improves health and overall quality of life of clients and families; and reduces the need for costlier or less effective types of care or services. Impacts on the quality and effectiveness of services. Impact on the quality of services provided by motivating and training staff to provide excellent service, and the overall effectiveness and productivity of the clinic. Proper handling of duties assuresappropriate dietary assessment, counseling and referrals to community resources, promotes and improves health and overall quality of life for families. High quality WIC services can improve pregnancy outcomes, reduce chronic disease and result in better health for high-risk individuals as well as save taxpayer dollars. Planning and evaluating of program goals impacts health equity in the community as accurate assessment and planning leads to fewer health inequities. Improper performance would result in poor delivery of services to clients, poor client/family outcomes, non-compliance with state and federal regulations, increased liabilities, and improperly trained staff.

WORK ENVIRONMENT:

Work is performed primarily in clinic and office settings. Involves possible exposure to communicable diseases through patient interaction. May involve travel to meetings, presentations, clinics, etc.

KNOWLEDGE, SKILLS AND ABILITIES REQUIRED:

- Knowledge of maternal, child, adolescent and adult nutrition.
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of departmental policies and procedures.
- Knowledge of local food, nutrition and health care services for possible client referral.
- Knowledge of eligibility criteria for food assistance programs.
- Knowledge of reimbursement regulations and third party payment options.
- Knowledge of both federal and MN WIC laws and regulations.
- Ability to train, develop and effectively supervise clinic and office staff.
- Ability to communicate clearly both orally and in writing.
- Ability to read and interpret medical terminology.
- Ability to assess nutritional status of women, infants, and children.
- Ability to draft and implement dietary care plans.
- Ability to interview, teach and counsel clients and members of the community.
- Ability to make presentations to groups on WIC and nutrition topics.
- Ability to analyze data.
- Ability to perform nutrition assessments of individuals with complex nutritional problems.

MINIMUM QUALIFICATIONS:

Education: As required to be registered or eligible to be registered as a dietitian by the Commission on Dietetic Registration. Registration is required before the end of the probation period.

Experience: Two years of experience providing direct WIC services.

Certification/Licensure: None.

Revisions: 11-16-20; 4-27-16; 6-20-06; 6-16-03.



Job Class Title: WIC Nutrition Educator

BASIC FUNCTION:

To determine eligibility for the Women, Infants, and Children (WIC) program through a comprehensive assessment process; provide nutrition education and breastfeeding support; connect families to other social and community services; provide educational resources; make referrals to medical providers; and perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

- 1. Determine program eligibility by a comprehensive assessment (nutrition, social, economic, health, cultural, etc.) of the client/family.
- 2. Perform anthropometric screening and assessment including complete height and weight measurements and assess growth according to World Health Organization (WHO) and Centers for Disease Control (CDC) growth grids, pregnancy weight gain grids; and perform hemoglobin blood test; complete and evaluate a health history form to aid in identifying risk factors; and complete a dietary assessment.
- 3. Assess the participant health and nutrition status based on anthropometric and nutrition screening; and develop and implement individualized patient care plans to address any dietary or health concerns to meet identified nutritional, social, cultural, health, economic needs based on WIC program criteria.
- 4. Coordinate, provide direct services, and document appropriate referrals to health care and community resources and programs; and monitor and re-evaluate participate health and nutritional status.
- 5. Educate, counsel, and advise clients using nutrition, health and community resources to address identified needs by building on individual and family strengths; incorporate motivational interviewing and behavior change techniques to provide tailored nutrition education; and motivate families to make healthy changes.
- 6. Determine appropriate food package for participants based on assessed needs through health and nutrition screenings.
- 7. Issue WIC benefits and educate participants on use of the WIC benefits; and promote redemption of WIC foods.
- 8. Provide breast/chest feeding promotion, education and support to pregnant participants.
- 9. Explain WIC program policies, procedures, rights and responsibilities to WIC participants.
- 10. Assist with other duties such as, but not limited to: filing; data entry; appointment scheduling; phone calls and reminder calls; and assist clinic coordinator.
- 11. Assist in the training of new WIC Nutrition Educators by orienting them to clinic procedures.

(The work assigned to a position in this classification may not include all possible tasks in this description and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

None.

INTERNAL/EXTERNAL RELATIONSHIPS:

Has regular contact with clinic participants to provide nutrition counseling, education and evaluation; local public health or social service agencies to refer participants for additional services; with public health staff and WIC program supervisors, for case consultation; infrequent contact with community groups to provide nutrition education services.

IMPACT ON SERVICES/OPERATIONS:

Proper nutrition assessment, counseling and referral to community resources promotes and improves health and overall quality of life of clients and families; and reduce the need for costlier or less effective types of care or services. Proper lactation education and support leads to greater breastfeeding success and increased breast/chest feeding rates. Proper performance connects families to early childhood education resources improving school readiness. Proper performance of duties has a great effect on the efficiency of clinic work and the capability of the department to carry out the WIC programs. Proper performance results in participants receiving accurate and timely assistance in obtaining WIC benefits; health care provider referrals; appropriate food packages; and general nutrition and WIC counseling. Poor performance could jeopardize a participants' health and lead to increased need for costly medical services and/or increased incidence of chronic disease; resident dissatisfaction, failure to connect families to community resources and services.

WORK ENVIRONMENT:

Work is performed in community-based WIC clinics in a standard office setting, involving use of a computer up to 6 hours per day, and may involve exposure to communicable diseases or sick participants. Occasional driving to sites within the client communities and exposure to inclement weather. Work also involves walking, standing, stooping or bending, lifting 20-40 pounds, setting up and removing tables, chairs, and equipment as needed at the clinic.

- Knowledge of community resources and organizations, and related agencies.
- Knowledge of maternal, child, adolescent and adult nutrition.
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of principles and skills of dietary recall, evaluation and Recommended Daily Allowances (RDA).
- Knowledge in the area of human lactation.
- Knowledge of the department's mission, policies and procedures.
- Knowledge of local food, nutrition and health care services for possible participant referral.
- Knowledge of eligibility criteria for WIC program.
- Knowledge of laws and regulations applicable to special programs such as WIC and voucher usage.
- Knowledge of advanced interviewing and motivational techniques and behavior change principles to support participant centered services approach.
- Skill in basic mathematics
- Skill in making judgments with minimal or no consultations.
- Ability to work effectively with diverse cultural or ethnic populations
- Ability to communicate effectively both orally and in writing.
- Ability to interview, teach, and counsel participants and members of the community.
- Ability to use a growth grid, pregnancy wheel, standard weight table and pregnancy weight gain grids.
- Ability to assess a participant's nutritional status.
- Ability to implement a nutrition care plan.
- Ability to use discretion in dealing with confidential information.
- Ability to appropriately respond to conflicts or problems related to nutrition issues.
- Ability to work independently and prioritize work assignments.
- Ability to use standard office and computer equipment.
- Ability to repeatedly lift and weigh children and infants.
- Ability to complete and maintain clear, accurate and concise assessment data and medical charting paperwork.
- Ability to identify potential problematic conditions which could place a participant "at nutritional risk".

Education: Completion of an Associate Degree program in Dietetic Technology and registered or eligible to be registered as a Dietetic Technician by the Commission on Dietetic Registration.

Experience: None.

Substitution: The following options may substitute for the education requirement: (a) Bachelor's Degree in Nutrition Sciences, Community Nutrition, Clinical Nutrition, Dietetics, or Public Health Nutrition from a college or university accredited by the Association of Colleges and Schools; (b) Bachelor's Degree in Home Economics with emphasis in nutrition as defined by the Minnesota Department of Health WIC Program; or (c) any other nutrition related Bachelor's Degree acceptable to the State WIC Program. (No other substitution for education allowed.)

Certifications/Licensure: If minimum qualifications are met by completion of Associate Degree in Dietetic Technology, must be registered as a dietetic technician by the Commission on Dietetic Registration before the end of the probation period.

Revisions: 1-4-19; 9-16-16; 6-4-08; 6-16-03.



Job Class Title: WIC Nutrition Educator American Sign Language (ASL)

BASIC FUNCTION:

To determine eligibility for the Women, Infants, and Children (WIC) program through a comprehensive assessment process; provide nutrition education and breastfeeding support; connect families to other social and community services, provide educational resources; make referrals to medical providers; and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

- 1. Determine program eligibility by a comprehensive assessment (nutrition, social, economic, health, cultural, etc) of the client/family.
- 2. Perform anthropometric screening and assessment including: complete height and weight measurements and assess growth according to World Health Organization (WHO) and Centers for Disease Control (CDC) growth grids, pregnancy weight gain grids; and perform hemoglobin blood test; complete and evaluate a health history form to aid in identifying risk factors; and complete a dietary assessment.
- 3. Assess the participants' health and nutrition status based on anthropometric and nutrition screening; and develop and implement individualized patient care plans to address any dietary or health concerns to meet identified nutritional, social, cultural, health, economic needs based on WIC program criteria.
- 4. Coordinate, provide direct services, and document appropriate referrals to health care and community resources and programs; and monitor and re-evaluate participant health and nutritional status.
- 5. Educate, counsel and advise clients using nutrition, health, and community resources to address identified needs by building on individual and family strengths; incorporate motivational interviewing and behavior change techniques to provide tailored nutrition education; and motivate families to make healthy changes.
- 6. Determine appropriate food package for participants based on assessed needs through health and nutrition screenings.
- 7. Issue WIC benefits and educate participants on use of the WIC benefits, and promote redemption of WIC foods.
- 8. Provide breast/chest feeding promotion, education and support to pregnant participants.
- 9. Explain WIC program policies, procedures, rights and responsibilities to WIC participants.
- 10. Assist with other duties such as; but not limited to: filing, data entry; appointment scheduling, phone calls and reminder calls; and assist clinic coordinator.
- 11. Assist in the training of new WIC Nutrition Educators by orienting them to clinic procedures.
- 12. Use bilingual or multilingual language skills to serve participants and the public as needed.

(The work assigned to a position in this classification may not include all possible tasks in this work and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12.

SUPERVISORY/MANAGERIAL RESPONSIBILITY:

None.

INTERNAL/EXTERNAL RELATIONSHIPS:

Has regular contact with clinic participants to provide nutrition counseling, education and evaluation; local public health or social service agencies to refer participants for additional services; with public health staff and WIC program supervisors, for case consultation; and infrequent contact with community groups to provide nutrition education services.

IMPACT ON SERVICES/OPERATIONS:

Proper nutrition assessment, counseling and referral to community resources promotes and improves health and overall quality of life of clients and families; and reduces the need for costlier or less effective types of care or services. Proper lactation education and support leads to greater breastfeeding success and increased breast/chest feeding rates. Proper performance connects families to early childhood education resources improving school readiness. Proper performance of duties has a great effect on the efficiency of clinic work and the capability of the department to carry out the WIC programs. Proper performance results in participants receiving accurate and timely assistance in obtaining WIC benefits; health care provider referrals; appropriate food packages; and general nutrition and WIC counseling. Poor performance could jeopardize a participants health and lead to increased need for costly medical services and/or increased incidence of chronic disease; resident dissatisfaction, failure to connect families to community resources and services.

WORK ENVIRONMENT:

Work is performed in community based WIC clinics in a standard office setting, involving use of a computer up to 6 hours per day, and may involve exposure to communicable diseases or sick participants. Occasional driving to sites within the client communities and exposure to inclement weather. Work also involves walking, standing, stooping or bending, lifting 20-40 pounds, setting up and removing tables, chairs, and equipment as needed at the clinic.

- Knowledge of community resources and organizations, and related agencies.
- Knowledge of maternal, child, adolescent and adult nutrition
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of principles and skills of dietary recall, evaluation and Recommended Daily Allowances (RDA).
- Knowledge in the area of human lactation.
- Knowledge of the department's mission, policies and procedures.
- Knowledge of local food, nutrition and health care services for possible participant referral.
- Knowledge of eligibility criteria for WIC program.
- Knowledge of laws and regulations applicable to special programs such as WIC and voucher usage.
- Knowledge of advanced interviewing and motivational techniques and behavior change principles to support participant centered services and approach.
- Skill in basic mathematics.
- Skill in making judgments with minimal or no consultations.
- Ability to work effectively with diverse cultural or ethnic populations.
- Ability to communicate effectively both orally and in writing.
- Ability to communicate effectively from both American Sign Laguage to English and English to American Sign Language.
- Ability to interview, teach, and counsel participants and members of the community.

- Ability to use a growth grid; pregnancy wheel; standard weight table and pregnancy weight gain grids.
- Ability to assess a participant's nutritional status.
- Ability to implement a nutrition care plan.
- Ability to use discretion in dealing with confidential information.
- Ability to appropriately respond to conflicts or problems related to nutrition issues.
- Ability to work independently and prioritize work assignments.
- Ability to use standard office and computer equipment.
- Ability to repeatedly lift and weigh children and infants.
- Ability to complete and maintain clear, accurate and concise assessment data and medical charting paperwork.
- Ability to identify potential problematic conditions which could place a participant "at nutritional risk".

Education: Completion of an Associate Degree program in Dietetic Technology and registered or eligible to be registered as a Dietetic Technician by the Commission on Dietetic Registration.

Experience: None

Substitution: The following options may substitute for the education requirement: (a) Bachelor's Degree in Nutrition Sciences, Community Nutrition, Clinical Nutrition, Dietetics, or Public Health Nutrition from a college or university accredited by the Association of Colleges and Schools; (b) Bachelor's Degree in Home Economics with emphasis in nutrition as defined by the Minnesota Department of Health WIC Program; (c) any other nutrition related Bachelor's Degree acceptable to the State WIC Program; or (d) six months experience as a St. Paul/Ramsey County WIC Nutrition Educator Trainee.

Certifications/Licensure: If minimum qualifications are met by completion of Associate Degree in Dietetic Technology, must be registered as a dietetic technician by the Comission on Dietetic Registration before the end of the probation period.

Other: Fluency in English and American Sign Language. Must hold certification recognized by the Registry of Interpreters for the Deaf.

Revised: 7/3/17; 1/10/11.



Job Class Title: WIC Nutrition Educator Hmong Speaking

BASIC FUNCTION:

To determine eligibility for the Women, Infants, and Children (WIC) program through a comprehensive assessment process; provide nutrition education and breastfeeding support; connect families to other social and community services; provide education resources; make referrals to medical providers; and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

- 1. Determine program eligibility by a comprehensive assessment (nutrition, social, economic, health, cultural, etc.) of the client/family.
- 2. Perform anthropometric screening and assessment including; complete health and weight measurements and assess growth according to World Health Organization (WHO) and Centers for Disease Control (CDC) growth grids, pregnancy weight gain grids, and perform hemoglobin blood test; complete and evaluate a health history form to aid in identifying risk factors, and complete a dietary assessment.
- 3. Assess the participant health and nutrition status based on anthropometric and nutrition screening; and develop and implement individualized patient care plans to address any dietary or health concerns to meet identified nutritional, social, cultural, health, economic needs based on WIC program criteria.
- 4. Coordinate, provide direct services, and document appropriate referrals to health care and community resources and programs; and monitor and re-evaluate participant health and nutritional status.
- 5. Educate, counsel and advise clients using nutrition, health, and community resources to address identified needs by building on individual and family strengths; incorporate motivational interviewing and behavior change techniques to provide tailored nutrition education; and motivate families to make healthy changes.
- 6. Determine appropriate food package for participants based on assessed needs through health and nutrition screenings.
- 7. Issue WIC benefits and educate participants on use of the WIC benefits; and promote redemption of WIC foods.
- 8. Provide breast/chest feeding promotion, education and support to pregnant participants.
- 9. Explain WIC program policies, procedures, rights and responsibilities to WIC participants.
- 10. Assist with other duties such as, but not limited to: filing; data entry; appointment scheduling; phone calls and reminder calls; and assist clinic coordinator.
- 11. Assist in the training of new WIC Nutrition Educators by orienting them to clinic procedures.
- 12. Use bilingual or multilingual language skills to serve participants and the public as needed.

(The work assigned to a position in this classification may not include all possible tasks in this description and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

None.

INTERNAL/EXTERNAL RELATIONSHIPS:

Has regular contact with clinic participants to provide nutrition counseling, education and evaluation; local public health or social service agencies to refer participants for additional services; with public health staff and WIC program supervisors, for case consultation; infrequent contact with community groups to provide nutrition education services.

IMPACT ON SERVICES/OPERATIONS:

Proper nutrition assessment, counseling and referral to community resources promotes and improves health and overcall quality of life of clients and families; and reduces the need for costlier or less effective types of care or services. Proper lactation education and support leads to greater breastfeeding success and increased breast/chest feeding rates. Proper performance connects families to early childhood education and resources improving school readiness. Proper performance of duties has a great effect on the efficiency of clinic work and the capability of the department to carry out the WIC programs. Proper performance results in participants receiving accurate and timely assistance in obtaining WIC benefits; health care provider referrals; appropriate food packages; and general nutrition and WIC counseling. Poor performance could jeopardize a participants health and lead to increased need for costly medical services and/or increased incidence of chronic disease; resident dissatisfaction, failure to connect families to community resources and services. Correct interpretation/translation results in improved health and reduced health care cost. Incorrect interpretation/translation could result in partcipants' misunderstanding nutrition counseling and recommendations.

WORK ENVIRONMENT:

Work is performed in community-based WIC clinics in a standard office setting, involving use of a computer for up to 6 hours per day, and may involve exposure to communicate diseases or sick participants. Occasional driving to sites within the client communities and exposure to inclement weather. Work also involves walking, standing, stooping, or bending, lifting 20-40 pounds, setting up and removing tables, chairs, and equipment as needed at the clinic.

- Knowledge of community resources and organizations, and related agencies.
- Knowledge of maternal, child, adolescent and adult nutrition
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of principles and skills of dietary recall, evaluation and Recommended Daily Allowances (RDA).
- Knowledge in the area of human lactation.
- Knowledge of the departments' mission, policies and procedures.
- Knowledge of local food, nutrition and health care services for possible participant referral.
- Knowledge of eligibility criteria for WIC program.
- Knowledge of laws and regulations applicable to special programs such as WIC and voucher usage.
- Knowledge of advanced interviewing and motivational techniques and behavior change principles to support participant centered services approach.
- Skill in basic mathematics.
- Skill in making judgments with minimal or no consultations.
- Ability to work effectively with diverse cultural or ethnic populations.
- Ability to communicate effectively both orally and in writing, in English and Hmong.
- Ability to interview, teach, and counsel participants and members of the community.
- Ability to use a growth grid; pregnancy wheel; standard weight table and pregnancy weight gain grids.
- Ability to assess a participant's nutritional status.
- Ability to implement a nutrition care plan.
- Ability to use discretion in dealing with confidential information.
- Ability to appropriately respond to conflicts or problems related to nutrition issues.
- Ability to work independently and prioritize work assignments.
- Ability to use standard office and computer equipment.
- Ability to repeatedly lift and weigh children and infants.
- Ability to complete and maintain clear, accurate and concise assessment data and medical charting paperwork.
- Ability to identify potential problematic conditions which could place a participant "at nutrional risk".

Education: Completion of an Associate Degree program in Dietetic Technology and registered or eligible to be registered as a Dietetic Technician by the Commission on Dietetic Registration.

Experience: None.

Substitution: The following options may substitute for the education requirement: (a) Bachelor's Degree in nutrition Sciences, community nutrition, clinical nutrition, dietetics, or public health nutrition, public health, biology, psychology, education, human services, social work, sociology, family social science, community health, community health education, health education, health sciences, family consumer sciences, exercise science, or other health related degree from a college or university accredited by the Association of Colleges and Schools; or (b) Bachelor's Degree in Home Economics with emphasis in nutrition as defined by the Minnesota Department of Health WIC Program; (c) any other nutrition related Bachelor's Degree acceptable to the State WIC Program: or (d) six months experience as a St. Paul/ Ramsey County WIC Nutrition Educator Trainee.

Certifications/Licensure: If minimum qualifications are met by completion of Associate Degree in Dietetic Technology, must be registered as a dietetic technician by the Comission on Dietetic Registration before the end of the probation period.

Other: Fluency in English and Hmong.

Revisions: 9-21-20; 08-05-19; 01-08-16, 04-13-15, 03-31-11.



Job Class Title: WIC Nutrition Educator Karen Speaking

BASIC FUNCTION:

To determine eligibility for the Women, Infants, and Children (WIC) program through a comprehensive assessment process; provide nutrition education and breastfeeding support; connect families to other social and community services; provide educational resources; make referrals to medical providers; and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

- 1. Determine program eligibility by a comprehensive assessment (nutrition, social, economic, health, cultural, etc.) of the client/family.
- 2. Perform anthropometric screening and assessment including; complete height and weight measurements and assess growth according to World Health Organization (WHO) and Centers for Disease Control (CDC) growth grids, pregnancy weight gain grids; and perform hemoglobin blood test; complete and evaluate a health history form to aid in identifying risk factors; and complete a dietary assessment.
- 3. Assess the participant health and nutrition status based on anthropometric and nutrition screening; and develop and implement individualized patient care plans to address any dietary or health concerns to meet identified nurtrional, social, cultural, health, economic needs based on WIC program criteria.
- 4. Coordinate, provide direct services and document appropriate referrals to health care and community resources and programs; and monitor and re-evaluate participant health and nutritional status.
- 5. Educate, counsel and advise clients using nutrition, health and community resources to address identified needs by building on individual and family strengths; incorporate motivational interviewing and behavior change techniques to provide tailored nutrition education; and motivate families to make healthy changes.
- 6. Determine appropriate food packages for participants based on assessed needs through health and nutrition screenings.
- Issue WIC benefits and educate participants on use of the WIC benefits; and promote redemption of WIC foods.
- 8. Provide breast/chest feeding promotion, education and support to pregnant participants.
- 9. Explain WIC program policies, procedures, rights and responsibilities to WIC participants.
- 10. Assist with other duties such as, but not limited to: filing; data entry; appointment scheduling; phone calls and reminder calls; and assist clinic coordinator.
- 11. Assist in the training of new WIC Nutrition Educators by orienting them to clinic procedures.
- 12. Use bilingual or multilingual language skills to serve participants and the public as needed.

(The work assigned to a position in this classification may not include all possible tasks in this description and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

None.

INTERNAL/EXTERNAL RELATIONSHIPS:

Has regular contact with clinic participants to provide nutrition education, counseling and evaluation; local public health or social service agencies to refer clients for additional services; with public health staff and WIC program supervisors, for case consultation; infrequent contact with community groups to provide nutrition education services.

IMPACT ON SERVICES/OPERATIONS:

Proper nutrition assessment, counseling and referral to community resources promotes and improves health and overall quality of life of clients and families; and reduces the need for costlier or less effective types of care or services. Proper lactation education and support leads to greater breastfeeding success and increased breast/chest feeding rates. Proper performance connects families to early childhood education resources improving school readiness. Proper performance of duties has a great effect on the efficiency of clinic work and the capability of the department to carry out the WIC programs. Proper performance results in participants receiving accurate and timely assistance in obtaining WIC benefits; health care provider referrals; appropriate food packages; and general nutrition and WIC counseling. Poor performance could jeopardize a participants health and lead to increased need for costly medical services and/or increased incidence of chronic disease; resident dissatisfaction, failureto connect families to community resources and servies. Correct interpretation/translation results in improved health and reduced health care cost. Incorrect interpretation/translation could result in partcipants' misunderstanding nutrition counseling and recommendations.

WORK ENVIRONMENT:

Work is performed in community-based WIC clinics in a standard office setting, involving use of a computer up to 6 hours per day, and may involve exposure to communicable diseases or sick participants. Occasional driving to sites within the client communities and exposure to inclement weather. Work also involves walking, standing, stooping or bending, lifting 20-40 pounds, setting up and removing tables, chairs, and equipment as needed at the clinic.

- Knowledge of community resources and organizations, and related agencies.
- Knowledge of maternal, child, adolescent and adult nutrition.
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of principles and skills of dietary recall, evaluation and Recommended Daily Allowances (RDA).
- Knowledge in the area of human lactation. breast feeding.
- Knowledge of the department's mission, policies and procedures.
- Knowledge of local food, nutrition and health care services for possible participant referral.
- Knowledge of eligibility criteria for WIC program.
- Knowledge of laws and regulations applicable to special programs such as WIC and voucher usage.
- Knowledge of advanced interviewing and motivational techniques and behavior change principles to support participant centered services appraich.
- Skill in basic mathematics.
- Skill in making judgments with minimal or no consultations.
- Ability to work effectively with diverse cultural or ethnic populations.
- Ability to interview, teach, and counsel participants and members of the community.
- Ability to use a growth grid, pregnancy wheel, standard weight table and pregnancy weight gain grids.
- Ability to assess a participant's nutritional status.
- Ability to implement a nutrition care plan.
- Ability to use discretion in dealing with confidential information.
- Ability to appropriately respond to conflicts or problems related to nutrition issues.
- Ability to work independently and prioritize work assignments.
- Ability to use standard office and computer equipment.
- Ability to repeatedly lift and weigh children and infants.
- Ability to complete and maintain clear, accurate and concise assessment data and medical charting paperwork.
- Ability to identify potential problematic conditions which could place a participant "at nutritional risk".

Education: Completion of an Associate Degree program in Dietetic Technology and registered or eligible to be registered as a Dietetic Technician by the Commission on Dietetic Registration.

Experience: None.

Substitution: The following options may substitute for the education requirement: (a) Bachelor's Degree in nutrition sciences, community nutrition, clinical nutrition, dietetics, public health nutrition, public health, biology, human services, sociology, social work, family social science, community health, community health education, health education, health sciences, family consumer sciences, exercise science, or other health related degree from a college or university accredited by the Association of Colleges and Schools; (b) Bachelor's Degree in Home Economics with emphasis in nutrition as defined by the Minnesota Department of Health WIC Program; (c) any other nutrition related Bachelor's Degree acceptable to the State WIC Program; or (d) six months experience as a St. Paul/Ramsey County WIC Nutrition Educator Trainee.

Certification/Licensure: If minimum qualifications are met by completion of Associate Degree in Dietetic Technology, must be registered as a dietetic technician by the Commission on Dietetic Registration before the end of the probation period.

Other: Fluency in English and Karen.

Revisions: 12-16-19; 8-5-19; 01-24-18; 01-08-16; 9-24-14; 03-31-11.



Job Class Title: WIC Nutrition Educator - Somali Speaking

BASIC FUNCTION:

To determine eligibility for the Women, Infants, and Children (WIC) program through a comprehensive assessment process; provide nutrition education and breastfeeding support; connect families to other social and community servies; provide educational resources; make referrals to medical providers; and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

- 1. Determine program eligibility by a comprehensive assessment (nutrition, social, economic, health, cultural, etc) of the client/family.
- 2. Perform anthropometric screening and assessment including: complete height and weight measurements and assess growth according to World Health Organization (WHO) and Centers for Disease Control (CDC) growth grids, pregnancy weight gain grids; and perform hemoglobin blood test; complete and evaluate a health history form to aid in identifying risk factors; and complete a dietary assessment.
- 3. Assess the participant health and nutrition status based on anthropometric and nutrition screening; and develop and implement individualized patient care plans to address any dietary or health concerns to meet identified nutritional, social, cultural, health, economic needs based on WIC program criteria.
- 4. Coordinate, provide direct services, and document appropriate referrals to health care and community resources and programs; and monitor and re-evaluate participant health and nutritional status.
- 5. Educate, counsel, and advise clients using nutrition, health and community resources to address identified needs by building on individual and family strengths; incorporate motivational interviewing and behavior change techniques to provide tailored nutrition education; and motivate families to make healthy changes.
- Determine appropriate food package for participants based on assessed needs through health and nutrition screenings.
- 7. Issue WIC benefits and educate participants on use of the WIC benefits; and promote redemption of WIC foods.
- 8. Provide breast/chest feeding promotion, education and support to pregnant participants.
- 9. Explain WIC program policies, procedures, rights and responsibilities to WIC participants.
- 10. Assist with other duties such as, but not limited to: filing; data entry; appointment scheduling; phone calls and reminder calls; and assist clinic coordinator.
- 11. Assist in the training of new WIC Nutrition Educators by orienting them to clinic procedures.
- 12. Use bilingual or multilingual language skills to serve participants and the public as needed.

(The work assigned to a position in this classification may not include all possible tasks in this description and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

None.

INTERNAL/EXTERNAL RELATIONSHIPS:

Has regular contact with clinic participants to provide nutrition counseling, education and evaluation; local public health or social service agencies to refer participants for additional services; with public health staff and WIC program supervisors, for case consultation; infrequent contact with community groups to provide nutrition education services.

IMPACT ON SERVICES/OPERATIONS:

Proper nutrition assessment, counseling and referral to community resources promotes and improves health and overall quality of life of clients and families; and reduces the need for costlier or less effective types of care or services. Proper performance connects families to early childhood education resources improving school readiness. Proper performance of duties has a great effect on the efficiency of clinic work and the capability of the department to carry out the WIC programs. Proper performance results in participants receiving accurate and timely assistance in obtaining WIC benefits; health care provider referrals; appropriate food packages; and general nutrition and WIC counseling. Poor performance could jeopardize a participants' health and lead to increased need for costly medical services and/or increased incidence of chronic disease, resident dissatisfaction, failure to connect families to community resources and services. Correct interpretation/translation results in improved health and reduced health care cost. Incorrect interpretation/translation could result in partcipants' misunderstanding nutrition counseling and recommendations.

WORK ENVIRONMENT:

Work is performed in community-based WIC clinics in a standard office setting, involving use of a computer up to 6 hours per day, and may involve exposure to communicable diseases or sick participants. Occasional driving to sites within the client communities and exposure to inclement weather. Work also involves walking, standing, stooping or bending, lifting 20-40 pounds, setting up and removing tables, chairs, and equipment as needed at the clinic.

- Knowledge of community resources and organizations, and related agencies.
- Knowledge of maternal, child, adolescent and adult nutrition.
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of principles and skills of dietary recall, evaluation and Recommended Daily Allowances (RDA).
- Knowledge in the area of human lactation.
- Knowledge of the department's mission, policies and procedures.
- Knowledge of local food, nutrition and health care services for possible participant referral.
- Knowledge of eligibility criteria for WIC program.
- Knowledge of laws and regulations applicable to special programs such as WIC and voucher usage.
- Knowledge of advanced interviewing and motivational techniques and behavior change principles to support participant centered services approach.
- Skill in basic mathematics.
- Skill in making judgments with minimal or no consultations.
- Ability to work-effectively with diverse cultural or ethnic populations.
- Ability to communicate effectively both orally and in writing.
- Ability to interview, teach, and counsel participants and members of the community.
- Ability to use a growth grid, pregnancy wheel, standard weight table and pregnancy weight gain grids.
- Ability to assess a participant's nutritional status.
- Ability to implement a nutrition care plan.
- Ability to use discretion in dealing with confidential information.
- Ability to appropriately respond to conflicts or problems related to nutrition issues.
- Ability to work independently and prioritize work assignments.
- Ability to use standard office and computer equipment.
- Ability to repeatedly lift and weigh children and infants.
- Ability to complete and maintain clear, accurate and concise assessment data and medical charting paperwork.
- Ability to identify potential problematic conditions which could place a participant "at nutritional risk".
- Ability to communicate effectively both orally and in writing in English and Somali.

Education: Completion of an Associate Degree program in Dietetic Technology and registered or eligible to be registered as a Dietetic Technician by the Commission on Dietetic Registration.

Experience: None.

Substitution: The following options may substitute for the education requirement: (a) Bachelor's Degree in nutrition sciences, community nutrition, clinical nutrition, dietetics, or public health nutrition, public health, biology, psychology, education, human services, social work, sociology, family social science, community health, community health education, health education, health sciences, family consumer sciences, exercise science, or other health related degree from a college or university accredited by the Association of Colleges and Schools; or (b) Bachelor's Degree in Home Economics with emphasis in nutrition as defined by the Minnesota Department of Health WIC Program; (c) any other nutrition related Bachelor's Degree acceptable to the State WIC Program; (c) six months experience as a St. Paul/Ramsey County WIC Nutrition Educator Trainee.

Certifications/Licensure: If minimum qualifications are met by completion of Associate Degree in Dietetic Technology, must be registered as a dietetic technician by the Comission on Dietetic Registration before the end of the probation period.

Other: Fluency in English and Somali.

Revisions: 1-4-19; 9-16-19; 11-30-15; 6-04-08; 12-17-03.



Job Class Title: WIC Nutrition Educator - Spanish Speaking

BASIC FUNCTION:

To determine eligibility for the Women, Infants, and Children (WIC) program through a comprehensive assessment process; provide nutrition education and breastfeeding support; connect families to other social and community services; provide educational resources; make referrals to medical providers; and to perform related duties as assigned.

EXAMPLES OF WORK PERFORMED:

- 1. Determine program eligibility by a comprehensive assessment (nutrition, social, economic, health, cultural, etc.) of the client/family.
- 2. Perform anthropometric screening and assessment including: complete height and weight measurements and assess growth according to World Health Organization (WHO) and Centers for Disease Control (CDC) growth grids, pregnancy weight gain grids; and perform hemoglobin blood test; complete and evaluate a health history form to aid in identifying risk factors; and complete a dietary assessment.
- 3. Assess the participant health and nutrition status based on anthropometric and nutrition screening; and develop and implement individualized patient care plans to address any dietary or health concerns to meet identified nutritional, social, cultural, health, economic needs based on WIC program criteria.
- 4. Coordinate, provide direct services, and document appropriate referrals to health care and community resources and programs; and monitor and re-evaluate participant health and nutritional status.
- 5. Educate, counsel, and advise clients using nutrition, health, and community resources to address identified needs by building on individual and family strengths; incorporate motivational interviewing and behavior change techniques to provide tailored nutrition education; and motivate families to make healthy changes.
- 6. Determine appropriate food package for participants based on assessed needs through health and nutrition screenings.
- 7. Issue WIC benefits and educate participants on use of the WIC benefits and promote redemption of WIC foods.
- 8. Provide breast/chest feeding promotion, education and support to pregnant participants.
- 9. Explain WIC program policies, procedures, rights and responsibilities to WIC participants.
- 10. Assist with other duties such as, but not limited to: filing; data entry; appointment scheduling; phone calls and reminder calls; and assist clinic coordinator.
- 11. Assist in the training of new WIC Nutrition Educators by orienting them to clinic procedures.
- 12. Use bilingual or multilingual language skills to serve participants and the public as needed.

(The work assigned to a position in this classification may not include all possible tasks in this description and does not limit the assignment of any additional tasks in this classification. Regular attendance according to the position's management approved work schedule is required.)

ESSENTIAL FUNCTIONS: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12.

SUPERVISOR/MANAGERIAL RESPONSIBILITY:

None.

INTERNAL/EXTERNAL RELATIONSHIPS:

Has regular contact with clinic participants to provide nutrition counseling, education and evaluation; local public health or social service agencies to refer participants for additional services; with public health staff and WIC program supervisors, for case consultation; infrequent contact with community groups to provide nutrition education services.

IMPACT ON SERVICES/OPERATIONS:

Proper nutrition assessment, counseling and referral to community resources promotes and improves health and overall quality of life for clients and families; and reduces the need for costlier or less effective types of care or services. Proper lactation education and spport leads to greater breastfeeding success and increased breast/chest feeding rates. Proper performance connects families to early childhood education resources improving school readiness. Proper performance of duties has a great effect on the efficiency of clinic work and the capability of the department to carry out the WIC programs. Proper performance results in participants receiving accurate and timely assistance in obtaining WIC benefits; health care provider referrals; appropriate food packages; and general nutrition and WIC counseling. Poor performance could jeopardize participants health and lead to increased need for costly medical services and/or increased incidence of chronic disease; resident dissatisfaction, failure to connect families to community resources and services. Correct interpretation/translation results in improved health and reduced health care cost. Incorrect interpretation/translation could result in partcipants' misunderstanding nutrition counseling and recommendations.

WORK ENVIRONMENT:

Work is performed in community-based WIC clinics in a standard office setting, involving use of a computer up to 6 hours per day, and may involve exposure to communicable diseases or sick participants. Occasional driving to sites within the client communities and exposure to inclement weather. Work also involves walking, standing, stooping or bending, lifting 20-40 pounds, setting up and removing tables, chairs, and equipment as needed at the clinic.

- Knowledge of community resources and organizations, and related agencies.
- Knowledge of maternal, child, adolescent and adult nutrition.
- Knowledge of nutrition as it pertains to health and disease.
- Knowledge of principles and skills of dietary recall, evaluation and Recommended Daily Allowances (RDA).
- Knowledge in the area of human lactation. breast feeding.
- Knowledge of the department's mission, policies and procedures.
- Knowledge of local food, nutrition and health care services for possible participant referral.
- Knowledge of eligibility criteria for WIC program.
- Knowledge of laws and regulations applicable to special programs such as WIC and voucher usage.
- Knowledge of advanced interviewing and motivational techniques and behavior change principles to support participant centered services approach.
- Skill in basic mathematics.
- Skill in making judgments with minimal or no consultations.
- Ability to work effectively with diverse cultural or ethnic populations.
- Ability to interview, teach, and counsel participants and members of the community.
- Ability to use a growth grid, pregnancy wheel, standard weight table and pregnancy weight gain grids.
- Ability to assess a participant's nutritional status.
- Ability to implement a nutrition care plan.
- Ability to use discretion in dealing with confidential information.
- Ability to appropriately respond to conflicts or problems related to nutrition issues.
- Ability to work independently and prioritize work assignments.
- Ability to use standard office and computer equipment.
- Ability to repeatedly lift and weigh children and infants.
- Ability to complete and maintain clear, accurate and concise assessment data and medical charting paperwork.
- Ability to identify potential problematic conditions which could place a participant "at nutritional risk".
- Ability to communicate effectively both orally and in writing in English and Spanish.

Education: Completion of an Associate Degree program in Dietetic Technology and registered or eligible to be registered as a Dietetic Technician by the Commission on Dietetic Registration.

Experience: None.

Substitution: The following options may substitute for the education requirement: (a) Bachelor's Degree in nutrition sciences, community nutrition, clinical nutrition, dietetics, or public health nutrition, public health, biology, psychology, education, human services, social work, sociology, family social science, community health, community health education, health education, health sciences, family consumer sciences, exercise science, or other health related degree from a college or university accredited by the Association of Colleges and Schools; or (b) Bachelor's Degree in Home Economics with emphasis in nutrition as defined by the Minnesota Department of Health WIC Program; (c) any other nutrition related Bachelor's Degree acceptable to the State WIC Program; (c) six months experience as a St. Paul/Ramsey County WIC Nutrition Educator Trainee.

Certifications/Licensure: If minimum quaifications are met by completion of Associate Degree in Dietetic Technology, must be registered as a dietetic technician by the Comission on Dietetic Registration before the end of the probationary period.

Other: Fluency in English and Spanish.

Revisions: 8-1-19; 9-20-16; 11-30-15; 7-01-14; 6-04-08; 12-17-03.

COMPARABLE EXTERNAL SALARY INFORMATION NUTRITION SPECIALIST - WIC

AGENCY	TITLE	ANNUAL SALARY RANGE
Hennepin County	Health Services Supervisor	\$58,882 – \$88,995
Scott County	Community Planner/Grant Coordinator - WIC	\$59,966 - \$89,939
Anoka County	Manager, WIC	\$61,152 - \$91,686
Washington County	Public Health Program Supervisor	\$76,523 - \$104,541
Ramsey County	Nutrition Specialist - WIC	\$71,164 - \$105,545
Dakota County	Public Health Supervisor	\$80,175 - \$125,274

^{*}Carver County does not have WIC positions and contract through another entity.

COMPARABLE EXTERNAL SALARY INFORMATION WIC NUTRITION EDUCATOR

(American Sign Language, Hmong, Karen, Somali, Spanish)

AGENCY	TITLE	ANNUAL SALARY RANGE
Anoka County	WIC Nutrition Educator	\$40,913 - \$61,984
Hennepin County	WIC Public Health Nutritionist	\$43,773 – \$66,176
Ramsey County	WIC Nutrition Educator	\$47,278 - 70,192
Washington County	Community Nutrition Specialist	\$56,659 - \$77,251
Scott County	Community Health Specialist	\$53,369 - \$80,053
Dakota County	Nutrition Specialist	\$50,953- \$79,614



Board of Commissioners Request for Board Action

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

Item Number: 2022-485 **Meeting Date:** 9/27/2022

Sponsor: Housing Stability

Title

Grant Awards from Minnesota Department of Human Services and Saint Paul Foundation for Heading Home Ramsey - Bridge to Housing

Recommendation

- Accept a grant award from the Minnesota Department of Human Services, Office of Economic Opportunity for Heading Home Ramsey - Bridge to Housing for the period of October 1, 2022 through June 30, 2023 in the amount of \$6,000,000.
- 2. Accept a grant award from the Saint Paul Foundation for the Heading Home Ramsey- Bridge to Housing for the period of March 1, 2022, to December 30, 2022, in the amount of \$100,000.
- 3. Direct the County Manager to establish a project budget and designate these funds accordingly.
- 4. Authorize the County Manager to execute the grant agreements in a form approved by the County Attorney's Office.
- 5. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
- 6. Authorize the County Manager to enter into sole source agreements over \$175,000 upon the condition the Heading Home Ramsey Governing Board approved the request and in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

Heading Home Ramsey (HHR) is the Housing and Urban Development (HUD) mandated Continuum of Care (CoC) for Ramsey County. Ramsey County is the lead agency of the CoC, providing coordination, staffing, grant, and contract management support. The CoC includes more than 100 partners who work together to end homelessness:

Our vision is to work together to create a community where homelessness is rare, brief, and non-recurring - where we eliminate racial disparities, and everyone is housed. We do so by delivering effective, people-centered, integrated responses that are equitable and driven by community voice, advocacy, and learning.

A temporary infusion of one-time COVID-19 funds enabled the community to mount a brief, emergency response to Centers for Disease Control recommendations. These funds enabled individuals to be moved off the streets and out of unsafe congregate settings and allowed a temporary increase in our shelter supply. This was a focused investment in a time-limited program to better protect public health.

This temporary emergency response was successful and the CoC solicited support from the Governor's Office, the Minnesota Legislature, and the philanthropic community to continue four key pillars:

- 1) A 100 bed, single room occupancy shelter for adults with integrated support services.
- 2) A 100-bed shelter for families with integrated support services.
- 3) Operation of a day service shelter, providing supportive services to 175 individuals per day.
- 4) A low-barrier pilot program, serving frequent users of emergency shelter with intensive, 24/7 staffing.

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While legislative efforts were unsuccessful, in June 2022, Governor Walz recommended \$6 million of available state American Rescue Plan Act funds be allocated to the CoC priorities and that recommendation was approved by the Legislative Advisory Commission on COVID Response in July 2022. These funds, received as a grant from the state Department of Human Services, will be used to support the CoC homelessness priorities to the extent possible. These resources must be used by June 30, 2023, the end of the state fiscal year.

The HHR Governing Board is responsible to make all CoC funding decisions. Staff from the Office of Economic Growth and Community Investment service team and the Housing Stability department provide administrative support to the CoC. In anticipation of resources coming available, the CoC and Ramsey County worked together to develop a Request for Proposals (RFP) to solicit interest from partners to carry out the CoC's recommendations, collectively referred to as the Bridge to Housing. The partners selected through the process will enter into agreements for those services to be provided during the operational period of October 1, 2022, to June 30, 2023.

To enable efficient implementation of this grant to support residents, county board approval is sought to accept the pledged funds, designate the funds to Housing Stability department, authorize the county manager to execute the agreement and enter into subsequent agreements, including sole source, in accordance with the county's procurement policies and procedures simultaneous to the grant agreement process with the state. It is estimated that the state's process will be completed and have an effective start date of October 1, 2022. A draft of the grant agreement framework with the state is attached for reference and a final version will be approved by the county manager.

In addition to the partners selected through the RFP, distribution of unallocated funds will be determined by the CoC Governing Board with input and prioritization by the CoC Steering Committee. Proposed spending from funds unallocated through the RFP process will require CoC Steering Committee sponsorship. All proposed ideas will be evaluated and prioritized by the CoC Steering Committee based upon the community's need for expanded shelter capacity and unsheltered supports within Ramsey County. These prioritized ideas will then be discussed by the Governing Board, which will make the final determination on how to best leverage these funds in our community. Those proposals will then have agreements executed through Ramsey County in accordance with the county's procurement policies and procedures including through the sole source policy process authorized in this action for agreements over \$175,000 threshold.

County Goals (Check	those advanced by A	ction)	
Well-being	☑ Prosperity	☐ Opportunity	Accountability

Racial Equity Impact

Since the onset of COVID in early 2020, the county has seen a 15% increase overall of people experiencing homelessness; as it was the county's responsibility to provide safe environments, 450 new/additional temporary beds were added to the county's COVID shelter and respite system with a 2021 weekly average of 437 people being housed in COVID shelters. Concurrently, from 2019 to end of 2021, there was a 92% decrease in the numbers of unsheltered or people living in encampments.

In Ramsey County, American Indians are 14 times more likely and African Americans are 8 times more likely to experience homelessness compared to other races and ethnicities. The race and ethnicity homelessness population breakdown:

	Homeless Shelter Population %	Overall County Population %
African American	46.9	12.9

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American Indian	5.5	.08
Asian	4.4	15.6
LatinX	8.0	8.2
Multiple Races	20 (duplicated)	7.1
White	30.4	59.6

Community Participation Level and Impact

The Heading Home Ramsey CoC is a true collective impact model which sources and brings to the front community-solutioned ideas.

The Heading Home Ramsey CoC is made up of over 100 community partners. This models collective impact and is inclusive of a comprehensive community engagement process where ideas and solutions are generated at a workgroup level that is open to all members of the CoC, including those with lived experience. The four funding items recommended by the CoC Governing Board included input from community advocates and professionals who work daily to represent the needs of the homeless community in Ramsey County.

☑ Inform		☑ Involve		
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Fiscal Impact

The funds will be directed to the Heading Home Ramsey - Bridge to Housing project to enable contracted partners to provide homeless services as well as revenue for Housing Stability department for temporary staffing costs necessary to administer the grant and contract services, in its capacity as the lead agency for the CoC. These funds will increase the revenue and expense grant budget for 2022 by \$6,100,000 and spending will occur in 2022 and 2023. In addition, the Department will utilize approximately 15 Limited Duration Full Time Equivalents that were previously approved for the Homeless Shelter Project.

Last Previous Action

On March 2, 2021, the Ramsey County Board approved the Memorandum of Understanding with the Ramsey County Continuum of Care for Homelessness Response (Resolution B2021-052).

Attachments

- 1. Minnesota Department of Human Services County Grant Contract
- 2. Workplan American Rescue Plan State Fiscal Recovery Funds
- 3. CoC Saint Paul Foundation Grant

State of Minnesota County Grant Contract Worksheet (Not Part of the Contract)

This worksheet contains private information and should not be reproduced or distributed externally without express written permission of the County. If you circulate this grant contract internally, only offices that require access to the tax identification number and all individuals/offices signing this grant contract should have access to this page.

Total Amount of Grant Contract \$		
FinDeptID H55	amoun	t for state fiscal year:\$
_XUnspent encumbrances to be certified Statutes, section 16A.28	l to mee	t future obligations in accordance with Minnesota
Starts in fiscal year: 2022		Vendor ID:
SWIFT Grant# /Encumbrance #: GRK%/_30000		
Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.		
Related RFP file number: Click here to enter number		
COUNTY Name and Address:		
Soc. Sec. or Federal Employer I.D. No.:		
Minnesota Tax I.D. No. (if applicable):		



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its **Department of Human Services**, Economic Assistance and Employment Supports Division – Economic Opportunity and Nutrition Assistance Division ("STATE") and Click here to enter county name, an independent grantee, not an employee of the State of Minnesota, located at Click here to enter physical address ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), is empowered to enter into contracts to provide emergency shelter and assistance in obtaining essential services to stabilize housing for homeless persons;

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) The Federal Recovery Fund for Shelter is funded through the State's COVID-19 Flexible Response Account, created by the Minnesota Legislature, and made available to Minnesota under the American Rescue Plan (P.L. 117-2). To target, immediate response activities to mitigate or prevent outbreaks in congregate settings serving people experiencing homelessness, including survivors of domestic violence. These funds will cover additional staffing and hazard pay to keep shelters operating with the needed complement of personnel (who may need to be replaced or supplemented as staff contract COVID or must quarantine); room leasing costs to establish additional shelter capacity to de-concentrate shelters or create protective or isolation options for people experiencing homelessness (such as hotel rooms where people exposed, at high risk, or who have tested positive can reside), and other costs for supplies needed to sustain congregate shelter operations (e.g., air filtration, PPE, or food for people residing in isolation space). Once approved, these funds would be deployed through a rapid request process initiated by organizations operating congregate shelters or as directed by the Department of Health. All services and recipients would be eligible through the Emergency Services Program (ESP) MS 256E.36. STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

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

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

- **1.1. Effective date:** This CONTRACT is effective on **September 15, 2022**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.
- **1.2. Expiration date.** This CONTRACT is valid through **June 30, 2023**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.
- **1.3. No performance before notification by STATE.** COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.
- **1.4. Survival of terms.** COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.
- **1.5. Time is of the essence.** COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

- **2.1 Duties.** COUNTY shall perform duties in accordance with **Attachment A**, Work Plan, which is attached and incorporated into this CONTRACT.
 - a. COUNTY shall complete quarterly fiscal and programmatic ARPA reports in the format and containing the content requested by Minnesota Management and Budget in a timely fashion. COUNTY shall also complete any additional ARPA reports requested by Minnesota Management and Budget in a timely fashion.
 - b. COUNTY shall ensure that its SUBGRANTEES comply with the State's contract reporting requirements, which include but are not limited to:
 - 1. SUBGRANTEES shall participate in Minnesota's Homeless Management Information System (HMIS), including entering program-related data. HMIS is a web-based tool for managing information about persons experiencing homelessness. Expenses related to HMIS user fees and data entry costs are eligible under this funding. For more information on HMIS, including forms, instructions and agency agreements, visit the HMIS Minnesota website at https://hmismn.org/.

- 2. If SUBGRANTEE is new to HMIS, SUBGRANTEE shall complete agency paperwork and user training as soon as possible and can start that process here:

 https://www.hmismn.org/new-to-hmis.
- 3. SUBGRANTEEs shall request the necessary HMIS configuration(s) by completing a Provider Request Form found at the following link: https://www.hmismn.org/forms-and-instructions. Data collection requirements are to follow the Emergency Services Program (ESP) HMIS requirements.
- 4. SUBGRANTEES shall submit interim and final Emergency Services Program Reports (generated in HMIS) to the STATE in the format and containing the content established by the STATE. Unless otherwise notified by the STATE, the required reports will be the Consolidated Annual Performance and Evaluation Report (CAPER) and the MN Core Homeless Programs report. Unless otherwise notified by the STATE, the interim report (for the period 10/1/2022-12/31/2022) is due February 15, 2023 and the final report is due August 15, 2023 (for the period 10/1/2022-6/30/2023).
- **2.2 Accessibility.** Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT (MN.IT) Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

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

3. CONSIDERATION AND TERMS OF PAYMENT.

- **3.1 Consideration.** STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.
 - **a. Compensation.** COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
 - COUNTY must obtain STATE written approval before changing any part of the budget.
 Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.
 - 2. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

- **b.** Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan. COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed Click here to enter amount in words dollars (\$Click here to enter number amount of contract).
- **d. Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: Each month GRANTEE shall submit an Expenditure Report to Enterprise Grant Management System (EGMS) to request reimbursement and report expenditures. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.
- **b. Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Audit Information: *Pass-through requirements*. subrecipient acknowledges that, if it is a subrecipient of federal funds, subrecipient may be subject to certain compliance obligations. To the degree federal funds are used, STATE and sub recipient agree to comply with all of the following pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and <u>2 C.F.R. §§ 200.501-521 (Subpart F – Audit Requirements)</u>. ^[1] as follows.

- 1. Subrecipient's Name: (Must match the name associated with the DUNS number.)
- 2. Subrecipient unique entity identifier:
- 3. Federal Award Identification Number (FAIN): H5502 0000007883

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

- 4. Federal Award Date: These funds were available to Minnesota under the American Rescue Plan passed in March 2021. Commissioner of Minnesota Management and Budget authorized these funds to DHS September 3, 2021.
- 5. Subaward Period of Performance: Start and End Date: 9/15/2021 to 6/30/2023
- 6. Subaward Budget Period Start and End Date: 9/15/2021 to 6/30/2023
- 7. Amount of federal funds obligated to sub recipient:
- 8. Total amount of federal funds committed to the sub recipient, including this fund:
- 9. Total amount of the Federal Award committed to the sub recipient by STATE (pass through entity):
- 10. Federal Award Project description: The Federal Recovery Fund for Shelter is funded through the State's COVID-19 Flexible Response Account, created by the Minnesota Legislature, and made available to Minnesota under the American Rescue Plan (P.L. 117-2). To target, immediate response activities to mitigate or prevent outbreaks in congregate settings serving people experiencing homelessness, including survivors of domestic violence. These funds will cover additional staffing and hazard pay to keep shelters operating with the needed complement of personnel (who may need to be replaced or supplemented as staff contract COVID or must quarantine); room leasing costs to establish additional shelter capacity to de-concentrate shelters or create protective or isolation options for people experiencing homelessness (such as hotel rooms where people exposed, at high risk, or who have tested positive can reside), and other costs for supplies needed to sustain congregate shelter operations (e.g., air filtration, PPE, or food for people residing in isolation space). Once approved, these funds would be deployed through a rapid request process initiated by organizations operating congregate shelters or as directed by the Department of Health. All services and recipients would be eligible through the Emergency Services Program (ESP) MS 256E.36.

11. *Name*:

- A. Federal Awarding Agency: US Department of Treasury
- B. MN Dept. of Human Services (DHS)
- C. Contact information of DHS's awarding official: Francie Mathes, francie.mathes@state.mn.us 651-431-3814
- 12. CFDA Number & Name: Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. 21.027C
- 13. Is this federal award related to research and development?: \square Yes
- ⊠ No
- 14. Indirect Cost Rate for the grantee is: Cost Allocation Plan (including if the de minimis rate is charged.)
- 15. Closeout terms and conditions for this federal award: Closeout will occur pursuant to 2 C.F.R. § 200.344 and any other terms and conditions attached to this award.
- 16. Federal audit requirements. Subrecipient certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used, sub recipient acknowledges that sub recipient and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities expending \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

^[1] https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf

4. CONDITIONS OF PAYMENT.

- **4.1. Satisfaction of STATE.** All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.
- **4.2. Payments to subcontractors.** (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).
- **4.3. Administrative costs and reimbursable expenses.** Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

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

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

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other

party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

- **6.2. Insufficient funds.** STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.
- **6.3. Breach.** Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

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

- **7.1. State.** STATE's authorized representative for the purposes of administration of this CONTRACT is Click here to enter name or successor. Phone and email: Click here to enter text. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.
- **7.2. County.** COUNTY's Authorized Representative is Click here to enter name or successor. Phone and email: Click here to enter text. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.
- **7.3. Information Privacy and Security.** (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is Click here to enter name or successor. Phone and email: Click here to enter text.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees

and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

8.2. Additional Insurance Conditions:

- a. COUNTY's policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of COUNTY's performance under this CONTRACT.
- b. If COUNTY receives a cancellation notice from an insurance carrier providing coverage, COUNTY agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless COUNTY's policies contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days advance written notice to STATE.
- c. COUNTY is responsible for payment of CONTRACT related insurance premiums and deductibles.
- d. STATE shall be named as a certificate holder on applicable policies.
- e. An Umbrella or Excess Liability insurance policy may be used to supplement COUNTY's policy limits to satisfy the full policy limits required by CONTRACT.

9. LIABILITY.

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

10. INFORMATION PRIVACY AND SECURITY.

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

11. INTELLECTUAL PROPERTY RIGHTS.

- **11.1. Definitions.** Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.
- **11.2. Ownership.** STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

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

including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- **d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- **12. OWNERSHIP OF EQUIPMENT.** The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION. 13.1. State audit.

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

- **13.2. Independent audit.** If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, a copy of the relevant audit must be submitted to STATE within thirty (30) days of the audit's completion.
- a. If the COUNTY is not required to have a single or program-specific audit conducted according to OMB Uniform Grant Guidance and receives \$75,000 or more annually in federal or state funds, it will have an annual financial statement audit per generally accepted auditing standards. The COUNTY will submit a copy of the fiscal year audit to the STATE.
- b. COUNTY must submit comments on the findings and recommendations in the single audit report and management letter, including a plan for corrective action taken or planned, and comments on the status of corrective action taken on prior findings.
- **13.3. Federal audit requirements and COUNTY debarment information.** COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this

10

CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

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

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

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

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

a. Instructions for Certification

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

- subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

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

14. JURISDICTION AND VENUE.

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

15. CLERICAL ERRORS AND NON-WAIVER.

- **15.1. Clerical error.** Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.
- **15.2. Non-waiver.** If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

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

- **16.1. Amendments.** Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.
- **16.2. Assignment.** COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. Entire Agreement.

- **a.** If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.
- **b.** This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.
- **16.4. Drafting party.** The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

- **17.1. Contracting and bidding requirements.** COUNTY certifies that it shall comply with Minn. Stat. § 471.345.
- **17.2. Prevailing wage.** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.
- **17.3 Debarred vendors.** In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing

the Minnesota Department of Administration's <u>Suspended/Debarred Vendor Report</u>. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

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

19. LEGAL COMPLIANCE.

- **19.1 General compliance.** All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.
- **19.2 Nondiscrimination.** COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

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

- **19.3 Grants management policies.** COUNTY must comply with required <u>Grants Management Policies and procedures</u> as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) <u>Policy 08-10</u>.
- **19.4 Conflict of interest.** COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM <u>Policy 08-01</u>. COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

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

- 24.2. Subcontractor Diverse Spend Reporting. If the total value of this contract may exceed \$500,000, including all extension options, COUNTY must track and report, on a quarterly basis, the amount spent with diverse businesses both:
- 1) Directly to subcontractors performing under the CONTRACT,

and

- 2) Indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this CONTRACT compared to GRANTEE's overall revenue). When this applies, COUNTY will be provided free access to a portal for this purpose, and the requirement will continue as long as the CONTRACT is in effect.
- 24.3. COUNTY must monitor subcontractors, including for-profit subcontractor through a post-award review.
- 24.4. The COUNTY shall comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 1201) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended.
- 24.5. The COUNTY shall comply with minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- 24.6. All written material developed by COUNTY and distributed to STATE clients under this CONTRACT shall be written in a manner that will allow STATE to comply with the provisions of Minnesota Statutes with regard to plain language in written materials, including Minnesota Statutes, section 256.016 and Executive Order 14-07.
- 24.7. The COUNTY shall comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
- 24.8. The COUNTY shall comply with the Drug-Free Workplace Act of 1988 and will provide a drug-free workplace. This includes taking specific actions as described in 7 C.F.R. §§ 3021.200 through 3021.230.
- 24.9. The COUNTY shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. DocuSign Envelope ID: A94E004E-8DBD-4FC5-9013-A8AA6402708ACounty Grant Contract 202639 14 (Rev. 06/2020)
- 24.10. The COUNTY shall comply (when applicable) with the registration and reporting requirements of Minnesota's Charities Laws, primarily Minnesota Statutes, Chapter 309, the Minnesota Charitable Solicitation Act.
- 24.11. The COUNTY shall comply with the Fair housing regulations, grantees must administer its programs and activities relating to housing in a manner to affirmatively further fair housing.
- 24.12. The COUNTY shall comply with the Client rights of appeal: GRANTEE shall assure that termination of assistance to any person for violation of program requirements will be in accordance with a formal process that recognized the rights of persons affected.
- 24.13. The COUNTY shall establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 24.14. The COUNTY shall comply with the Sarbanes-Oxley Act which provides protection for whistleblowers and addresses destruction of litigation-related document.
- 24.15. The COUNTY shall comply with Minnesota Statutes Section 256E.36.

24.16. The COUNTY shall assure that termination of assistance to any individual or family for violation of program requirements will be in accordance with a formal process that recognizes the rights of persons affected.

24.17. COUNTY shall comply with the Sarbanes-Oxley Act which provides protection for whistleblowers and addresses destruction of litigation-related document REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

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

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

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

Ву:	 	
Date:		
Contract No:		

2. **COUNTY**

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

Ву:			
Title:	 		

3. **STATE AGENCY**

By (with delegated
authority):
Title:
Date:

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

Attachment A - Work Plan American Rescue Plan (ARP) State Fiscal Recovery Funds (SFRF)

Minnesota Department of Human Services
Office of Economic Opportunity
SFY2022-2023

•	<u> </u>		
1	Grantee	Intorm	ation
	ulalice		alivii

Grantee Legal Name: Ramsey Cour	Grantee Legal Name: Ramsey County					
Address: 15 West Kellogg Blvd., Su	ite 210	City: St. Paul Zip +4:55102				
Telephone:			Fax:			
Grantee Web Site URL: ramseycou	nty.us		Federal ID Number: 41-600587	5		
State Tax ID: 8027226			DUNS Number: 010354488			
Director: Keith Lattimore						
Telephone: 651-266-1041		E-mai	il: keith.lattimore@co.ramsey.m	n.us		
Board of County Commissioners- C	hair: Trista MatasCas	tillo				
Telephone:		E-mai	il:			
Fiscal Director: Alex						
Telephone:		E-mai	il:			
Grant Program Contact: (Name)						
Telephone:		E-mai	il:			
	2. Gra	nt S	ummary			
Funding Source:	Grant		Annual Grant Goals	Daily Grant Goals		
	Timeframe:		Households to be served with	Households to be served		
			DOUSEHOIDS TO DE SELVED WITH I			
	1 1 4 2022 1	20	COVID MN Funds during	with COVID MN Funds per		
	July 1, 2022-June 2023	30,				
TOTAL GRANT AMOUNT	• •	30,	COVID MN Funds during	with COVID MN Funds per		
In accordance with the ARPA Reque	2023 \$6,000,000 est for shelter support	t in Ran	COVID MN Funds <u>during</u> <u>contract period</u> nsey County, subsequent Legisla	with COVID MN Funds <u>per</u> <u>day</u>		
	2023 \$6,000,000 est for shelter support	t in Ran	COVID MN Funds <u>during</u> <u>contract period</u> nsey County, subsequent Legisla	with COVID MN Funds <u>per</u> <u>day</u>		
In accordance with the ARPA Reque	\$6,000,000 est for shelter support	t in Ran	COVID MN Funds <u>during</u> <u>contract period</u> nsey County, subsequent Legisla	with COVID MN Funds <u>per</u> <u>day</u>		
In accordance with the ARPA Reque Commission-Action Order #13, GRA	\$6,000,000 est for shelter support NTEE will provide the s in Ramsey County.	t in Ran	COVID MN Funds <u>during</u> <u>contract period</u> nsey County, subsequent Legisla	with COVID MN Funds <u>per</u> <u>day</u> tive COVID-19 Response		
In accordance with the ARPA Requestion Commission-Action Order #13, GRA Support emergency shelter Assist homeless persons	\$6,000,000 set for shelter support NTEE will provide the s in Ramsey County. in obtaining essention	t in Ran follow	COVID MN Funds <u>during</u> <u>contract period</u> msey County, subsequent Legisla ving services:	with COVID MN Funds <u>per day</u> tive COVID-19 Response		
In accordance with the ARPA Requestion Commission-Action Order #13, GRA Support emergency shelter Assist homeless persons	\$6,000,000 set for shelter support NTEE will provide the s in Ramsey County. in obtaining essention	t in Ran follow	COVID MN Funds during contract period msey County, subsequent Legislaring services: vices, including but not limited	with COVID MN Funds <u>per day</u> tive COVID-19 Response		

3. WORK PLAN SUMMARY-DELIVERABLES

1. **Documentation:** As a recipient of these funds, it is required to participate in Minnesota's Homeless Management Information System (HMIS). HMIS is a web-based tool for managing information about persons experiencing homelessness. Expenses related to HMIS user fees and data entry costs are eligible under this funding. For more information on HMIS, including forms, instructions and agency agreements, visit the HMIS Minnesota website at https://hmismn.org/.

Address: Is the address/location(s) where the program will be primarily delivered different from the
agency's main address? _X Yes No
If yes, provide the Program Site Location(s) address(es) below:

Administration will be provided at address listed above. The Component A shelter services for single adults will be provided at Catholic Charities (CC) Higher Ground at 435 Dorothy Day Place, St. Paul and by More Doors at scattered sites in St. Paul- locations to be determined upon contract. The Component B family shelter services will be provided at Interfaith Project Home at 1880 Randolph Avenue. Component C for day shelter services will be provided by Listening House at 421 7th Street East in St. Paul and Face to Face (F2F) at 130 East 7th Street in St. Paul.

3. <u>Brief Description of the Funded Project</u>: Summarize the type of emergency shelter and target population, available services, and proposed number of households served per day and per year.

For Component A- a conversion of unused pay for stay shelter at CC Higher Ground spaces from 64 to 32 beds will enable more space and privacy for the most vulnerable homeless population to be able to stabilize and work on their mental, physical and substance abuse health needs. Additionally, More Doors will add 20 new single rooms at scattered site houses and will also staff 20 temporary shelter rooms at Emerald Inn- rooms designated for women and couples. Funding for the CC and More Doors approach addresses the county's biggest gaps- special homeless shelter services for: the most vulnerable, women and couples.

For Component B- funding will enable Interfaith to maintain shelter for up for families- up to 100 individuals with a typical family unit make up of 1 mom and 2 kids, but of course family size varies.

For Component C- up to 125 single adults a day could be served by Listening House Day shelter and up to 75 youth and young adults could be served by F2F.

4. What is the staffing pattern of your emergency shelter? (Include details about day, evening, and overnight shifts)

Component A and B- CC will have shelter advocates and a shelter supervisor for overnight hours. Day time staffing will be bolstered to include mental health services and navigation- more intensive, intentional and wrap around service to help stabilize the most vulnerable. More Doors will have shelter advocates and a shelter supervisor providing 24/7 shelter services at all locations. Navigators will also be employed to help program participants to complete CE assessments, apply for mainstream benefits and locate and move to housing.

Component C- Listening House and F2F will have shelter advocates and resource specialist for the day

5. For each position involved in your program you must include: (To be added later after contract negotiations finalized?)

Position Title	Program	# Persons in position during the last 5 years	Name of current person holding position	Educational Background, Summary of Work Experience, Total Number of Clients on Caseload (if applicable)	% of FTE dedicated to this program

6. Eligibility: What criteria do you use to determine if someone is eligible to stay in your emergency shelter? Describe policies and procedures for evaluating individuals' and families' eligibility for assistance (i.e. age, homelessness status, county of residence, referral source, victim of domestic violence, etc.).

- **7. Admission:** What is the process for entering your shelter? Describe the documentation required for entry into shelter. Do all components of the admissions process need to be completed before access is granted?
- 8. Essential Services: Case Management, Referral and Coordination of Services:
 - a. **Case Management:** Describe any case management services your program will provide. The definition of case management includes assessment, plan development, coordination of services and re-evaluation of needs. Include:
 - Purpose of services
 - Frequency of contacts
 - Participant to staff ratio (only include the number of full-time equivalents (FTE's) dedicated to case management for this program)
 - b. Other <u>On-Site</u> Services Provided by Agency or Partners: Describe any additional resources or services provided on-site to shelter residents by the agency or its community partners. Be specific about the frequency and process for accessing these services.

9. Referral and Coordination of Services: Describe agency efforts to refer and coordinate services for participants to other homeless assistance providers, mainstream services, housing providers and other necessary support (e.g. employment, mental and chemical health, transportation).

Specifically identify:

- i. How the referral happens (staff facilitated, transportation assistance, advocacy, etc.)
- ii. Whether a formal arrangement exits between your agency and the provider
- iii. Is there regular information-sharing occurring between staff at both agencies (coordination)
- **10. Exit Policies:** What, if any, are your program policies related to maximum length of stay? Under what circumstances do you ask participants to leave your shelter involuntarily?
- **11. Grievance Policy:** Describe your Client Grievance Policy. Include an overview of steps and a description of how participants are informed of their rights under the policy.

4. Attachments							
a. <u>Board Information</u> : Attach a list of board members. Provide addresses & telephone numbers.							
b.	b. <u>Budget:</u> Attach the approved Budget and Budget Narrative for this grant (labeled Attachment B)						
	Work Plan Approval						
The DHS signature below indicates that the Work Plan and Budget has been approved and may be attached to the executed grant contract.							
	DHS Program Staff	Date Approved					



March 1, 2022

George Hardgrove Controller Ramsey County Minnesota Government Center East 15 West Kellogg Boulevard 210 Courthouse Saint Paul, MN 55102

RE: Heading Home Ramsey COC Tracking #: 129284\SPPE-22-211632 Please reference this tracking number in all future correspondence.

Dear George Hardgrove:

Saint Paul & Minnesota Foundation has approved a grant to your organization as stated in the following resolution:

A grant of \$100,000 is approved to Ramsey County Minnesota in support of Heading Home Ramsey's (HHR) Continuum of Care (CoC) Governing Board to address urgent needs to maintain shelters and homelessness support services.

The Terms of Grant agreement related to this grant follows this letter. Please read the agreement in its entirety and make special note of all the provisions and procedures indicated. **Acceptance of the funds serves as your acceptance of the grant and your acknowledgement of the Terms of Grant agreement.**

This grant is awarded with the understanding that reports will be submitted to the Foundation as stipulated in the Terms of Grant agreement. The dates on which the interim reports, if any, and the final report are due will be found in the agreement. When preparing your report(s), you will need to download the appropriate report forms available on the Foundation's website. The report forms are intended to help you report on the outcome(s) of your grant. The Foundation is unable to consider additional funding requests from organizations with past due final reports.

The grant payment is scheduled as follows:

2/28/2022 \$100,000.00

A check is enclosed in the amount of \$100,000.00 from Saint Paul & Minnesota Foundation which represents the first scheduled grant payment.

Grant funds can only be expended for the purposes and within the time period stated in the Terms of Grant agreement. Under certain circumstances the Foundation will extend the grant period. Otherwise unexpended funds must be returned to the Foundation.

I wish you every success and look forward to receiving reports as required by the Terms of Grant agreement.

Sincerely,

Eric J. Jolly, Ph.D. President & CEO

Saint Paul & Minnesota Foundation

EJJ:sju Enclosure



TERMS OF GRANT OF THE SAINT PAUL & MINNESOTA FOUNDATION

Please Read Carefully!

Your receipt of grant funds from the Foundation is contingent on your acceptance of the Terms of Grant set forth herein

I. ACCEPTANCE OF GRANT

The grant to you/your organization from the Foundation is for the explicit purpose(s) described in the Grant Resolution and is subject to your acceptance of the terms described therein.

Acceptance of the funds serves as your acceptance of the grant and your acknowledgement of this Terms of Grant agreement. Please refer to the tracking number and title in all communications concerning the grant.

GRANTEE: Ramsey County Minnesota

DATE AUTHORIZED: 2/23/2022

TRACKING #: 129284\SPPE-22-211632

AMOUNT GRANTED: \$100,000.00

GRANT RESOLUTION:

A grant of \$100,000 is approved to Ramsey County Minnesota in support of Heading Home Ramsey's (HHR) Continuum of Care (CoC) Governing Board to address urgent needs to maintain shelters and homelessness support services.

GRANT PERIOD:

Begins: 2/17/2022

Terminates: 12/31/2022

FOUNDATION OFFICER FOR THIS GRANT: Sylvie Xiong

II. REVIEW OF GRANT ACTIVITY:

The grantee will furnish the Foundation with written reports according to the following schedule (if no dates are noted, then no reports are required for this grant):

Interim Report(s):

Final Report(s):

Interim and final reports must be provided on the Foundation's report forms. Report forms are available on the Foundation's website.

The final report must be accompanied by a certified financial statement, if available, or the most recent financial statement of your organization. Reports must be delivered via email to grantsadmin@spmcf.org.

III. SPECIAL PROVISIONS

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. Please read the following carefully:

- 1. PUBLIC ANNOUNCEMENTS: Announcements of the grant award are to be made by the grantee unless otherwise indicated by the Foundation. Grantees must present the text of all announcements and plans for publicity with the Foundation Officer responsible for this grant. Please send a copy of any published accounts mentioning the grant to the Foundation Officer.
- 2. PAYMENT OF GRANTS: The Foundation reserves the right to terminate or modify any payments to be made pursuant to this grant at any time. This includes, among other things, modifying or cancelling the remaining grant payments under circumstances deemed appropriate by the Foundation.
- 3. EXPENDITURE OF GRANT FUNDS: The funds provided by this grant may be spent only in accordance with the provisions of the grantee's funding request and budget as approved and in accordance with the terms of the grant agreement with the Foundation. The use of grant funds cannot be modified without the Foundation's prior written approval.
 - (a) Any special conditions which apply to this grant, as listed, should be complied with as rapidly as feasible. These conditions may make the release of funds contingent on special requirements and future payments contingent upon demonstrated performance. In such cases, adequate evidence of compliance with conditions must be submitted before the Foundation will release grant funds. If you have questions about the special conditions, contact the Foundation Officer responsible for this grant.
 - (b) Unless otherwise noted in the Grant Resolution no funds provided by the Foundation may be used for any political campaign, or to support attempts to influence legislation of any governmental body other than through making available the results of nonpartisan analysis, study, and research. When Foundation funds are approved for lobbying the organization must comply with all lobbying requirements including, but not limited to, registering as a lobbyist and properly reporting lobbying expenses.
 - (c) Expenses charged against this grant may not be incurred prior to the date at which the grant period begins or subsequent to its termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
 - (d) No funds provided by the Foundation may be used to finance any activity for any purpose other than charitable purposes as described in Code Section 170(c)(2)(B).
 - (e) The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting practices. A record of receipts and disbursements for this project must be maintained by the grantee for at least four years following the date of completion

- of the project. Fiscal sponsors must maintain books and records adequate to demonstrate that grant funds were separately accounted for from other funds of the organization.
- (f) Equipment or property purchased with grant funds shall be the property of the grantee organization. If the grantee can no longer use the equipment or property in the furtherance of its charitable purposes, the equipment or property, if it is still useful and in good working condition, shall be transferred to another charitable organization that can use the equipment or property in the furtherance of its charitable purposes
- (g) Grantee shall follow all applicable laws and acknowledges that its failure to comply with applicable laws with regard to either the use and expenditure of grant funds provided by the Foundation or its general operations is solely Grantee's responsibility and not that of the Foundation and that Grantee shall be responsible solely for any related fines, penalties, or other consequences, related thereto.
- 4. REVERSION OF GRANT FUNDS: The grantee will return any unexpended funds to the Foundation at the close of the grant period.

Unexpended funds also shall be promptly returned:

- (a) If the Foundation determines that the grantee has not performed in accordance with the Terms of Grant or met the specific grant conditions of the approved program.
- (b) If the grantee loses its exemption from Federal income taxation as provided for under Section 501(c)(3) of the Internal Revenue Code.
- (c) If the Foundation determines that any ongoing use of Foundation grant funds by the Grantee risks the reputation of the Foundation, its board, officers or staff.
- 5. INTELLECTUAL PROPERTY: Reports, materials, books, and articles resulting from this grant may be copyrighted by the grantee in accordance with its policies, toward the goal of obtaining the widest dissemination of such reports, materials, books, and articles. By accepting the grant funds, the grantee grants an unlimited license to the Foundation to use grantee's name or any identifying information related to the project, service or product produced from the Foundation's grant funds for the sole purpose of publicizing the Foundation's participation in the development of the project or service.
- 6. LIMIT OF COMMITMENT: Unless otherwise stipulated in writing, this grant is made with the understanding that the Foundation has no obligation to provide other or additional support to the grantee.
- 7. NOTIFICATION OF CHANGES: Grantee will notify the Foundation immediately if there is a change in tax status of the grantee or if the proposed project is canceled or delayed.

In accepting the funds, the grantee accepts the terms stated in this agreement and agrees to comply with any laws in undertaking its work.

101 Fifth Street East • Suite 2400 • Saint Paul, Minnesota 55101 Ph#: (651) 224-5463

On February 23, 2022 the Saint Paul & Minnesota Foundation (the Foundation) authorized a grant of \$100,000.00 for Heading Home Ramsey COC.

We are pleased to present a check in the amount of \$100,000.00, as per the payment schedule noted on your original award notification letter.

Acceptance of these funds serves as your acceptance of the grant and your acknowledgement of the Terms of Grant agreement.

If you have any questions regarding this grant, please call 651-224-5463.



Board of Commissioners Request for Board Action

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

Item Number: 2022-500 **Meeting Date:** 9/27/2022

Sponsor: County Attorney's Office

Title

Grant Award from the 2022 Bureau of Justice Assistance Byrne Discretionary Community Project Funding for Violence Reduction Initiative

Recommendation

- 1. Ratify the grant application to the Bureau of Justice Assistance for 2022 Byrne Discretionary Community Project Funding / Byrne Discretionary Grants Program.
- 2. Accept a grant award and approve a grant agreement with the Bureau of Justice Assistance for the 2022 Byrne Discretionary Community Project Funding / Byrne Discretionary Grants Program as part of the Ramsey County Violence Reduction Initiative for the period of August 1, 2022 through July 31, 2024 in the amount of \$900,000.
- 3. Authorize the County Manager to establish a project budget for the Ramsey County Violence Reduction Initiative in the County Attorney's department.
- 4. Authorize the County Manger or designee to execute the grant agreement.
- 5. 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

Ramsey County requested and received a Congressionally Directed Spending appropriation for the purposes of violence intervention as part of the Consolidated Appropriations Act, 2022 (Public Law 117-103). The Ramsey County Attorney's Office subsequently completed and has received notification of acceptance of the required U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) grant application. The objectives of this grant are to improve the capacity of the criminal justice system to effectively plan, manage, and allocate resources, encourage information sharing to reduce the incidence of crime and drug abuse, provide responsive law enforcement services, and assist victims of crime.

Like in other areas of the country with an urban area, Ramsey County has seen steep increases in violent crime in the last several years, particularly gun violence often resulting in homicides, and carjackings. Saint Paul has experienced record numbers of homicides over the last two years and hundreds of carjackings when carjacking was a previously rare occurrence. With that in mind Ramsey County applied and received grant funding from the Bureau of Justice Assistance in the amount of \$900,000 for technical assistance to implement the Ramsey County Violence Reduction Initiative which will use an evidence-based focused deterrence strategy known as Group Violence Intervention (GVI). The Ramsey County Violence Reduction Initiative will adhere to the GVI model that has been established and shown to be effective across the country, with adjustments made for local needs and preferences, as determined by the local governance board in consultation with the technical assistance provider.

The Ramsey County Violence Reduction Initiative will be guided by technical assistance from The National Network for Safe Communities, "an internationally recognized action research center at John Jay College of Criminal Justice, providing proven, evidence-based, life-saving violence reduction strategies to dozens of

Item Number: 2022-500 **Meeting Date:** 9/27/2022 communities across America and beyond." The National Network is well-positioned to provide this support. Over 15 years of implementing proven violence reduction strategies and delivering unparalleled technical assistance have allowed them to build a community of practice with deep expertise in each of the components of the strategy as well as with other emerging innovations. The National Network regularly deploys this GVI practice through peer site visits, distance learning, and collaborative workshops to ensure effective implementation, advancement, and sustainability of the strategy within the jurisdictions they advise. GVI focuses on the groups at highest risk for violent victimization and offending, with the intention to keep those in them alive, safe, and out of prison. The GVI partnership communicates directly with group members, conveying a powerful community message about disapproval for violence and in support of community aspirations: concrete opportunities for both immediate and longer-term assistance and support; and clear prior notice of the legal risks associated with continued violence. The GVI partnership then delivers swiftly on these commitments. The partnership of law enforcement, social service providers, and community actors (parents, ministers, outreach workers, neighborhood associations, people formerly involved with gun violence and others) will engage in a sustained approach to combat violent group dynamics and enhance public safety. The city of Saint Paul has agreed to partner with Ramsey County as a grant subrecipient so they can hire a Project Manager who will set ongoing performance and accountability expectations and manage outreach and support contracts. This will include ensuring the tracking and documentation of core GVI activities; collecting data on outcomes; and routinizing GVI meetings. All of these measures will help demonstrate the progress of the strategy and contribute to institutionalization of GVI activities in Ramsey County. **County Goals** (Check those advanced by Action) ☐ Prosperity ☐ Accountability ■ Well-being ☐ Opportunity Racial Equity Impact While increases in violent crime has been impacting communities across the entire county, they disparately impact communities already experiencing the greatest disparities in housing, employment, and education. Nationally, African American men make up 6% of the U.S. population, but account for 51% of all homicide victims. Gun homicides are concentrated in cities; half of all gun homicides took place in just 127 cities, which represented nearly a quarter of the U.S. population. The homicide rate for Black Americans in all 50 states is, on average, eight times higher than that of Whites. **Community Participation Level and Impact** The GVI model uses a "demonstration enforcement action" to set clear norms and expectations against violence and demonstrate potential consequences. The use of any such actions as part of this model will be guided by the local governance board. The Ramsey County Violence Reduction Initiative will identify and work with community participants who will participate in custom notifications as "community moral voices" and provide guidance to the partnership on any broader community outreach and organizing. This can include attention to explicit work on reconciliation between law enforcement and communities. Making social services support available to those involved in target activities will be a major component of the Ramsey County initiative. ☑ Inform □ Consult ☐ Involve ☐ Collaborate ☐ Empower **Fiscal Impact** Grant revenues will fund this request and a \$900,000 grant will be established in the County Attorney's budget. **Last Previous Action** None.

Attachments

Meeting Date: 9/27/2022 Item Number: 2022-500

- 1. Grant Award Letter
- 2. Grant Award information
- 3. Grant Project Information
- 4. Grant Financial Information
- 5. Grant Award Conditions
- 6. Grant Award Acceptance

Award Letter

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

RAMSEY, COUNTY OF

UEI

S5C3Q2AJXM83

Street 1 Street 2

121 7TH PLACE E SUITE 4000

City State/U.S. Territory

SAINT PAUL Minnesota

Zip/Postal Code Country

55101 United States

County/Parish Province



Federal Award Date Award Type

7/26/22 Initial

Award Number Supplement Number

15PBJA-22-GG-00089-BRND

Federal Award Amount Funding Instrument Type

\$900,000.00 Grant

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Assistance Listing Number Assistance Listings Program Title

16.753

Statutory Authority

Pub. L. No. 117-103, 136 Stat 49, 125; 28 USC 530C



I have read and understand the information presented in this section of the Federal Award Instrument.

- > Project Information
- > Financial Information
- > Award Conditions
- > Award Acceptance

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Award Letter

July 26, 2022

Dear RENEE VOUGHT,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by RAMSEY, COUNTY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Invited to Apply — Byrne Discretionary Community Project Funding/Byrne Discretionary Grants Program. The approved award amount is \$900,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Maureen Henneberg Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see

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https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

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Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for the Bureau of Justice Assistance.

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First Name	Middle Name	Last Name
Orbin		Terry

- > Award Information
- > Project Information
- > Financial Information
- **Award Conditions**
- > Award Acceptance

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- > Award Letter
- Award Information
- Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Invited to Apply — Byrne

Discretionary Community Project

Funding/Byrne Discretionary Grants Program

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13620426

Grant Manager Name Phone Number

Nikisha Love

202-616-8241

E-mail Address

Nikisha.Love@usdoj.gov

Project Title

Ramsey County Community Violence Prevention Project

Performance Period Start

Performance Period End

Date

Date

06/01/2022

07/31/2024

Budget Period Start Date

Budget Period End Date

06/01/2022

07/31/2024

Project Description

The Ramsey County Violence Reduction Initiative will address and reduce violence (particularly shootings, homicides, and carjackings) throughout Ramsey County, Minnesota. It will also improve outcomes for people at highest risk of violence and strengthen relationships between law enforcement and community. The initiative will accomplish this through locally designed and led implementation of an evidence-based focused deterrence strategy known as Group Violence

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Intervention (GVI). GVI has been used throughout the country and has been shown to reduce homicide and gun violence. This will be the first known GVI initiative to also focus specifically on carjackings.

Through GVI, a partnership of law enforcement, community members, and social service providers directly engages the small and active number of people involved in violence and delivers a credible moral message against violence, prior notice about the consequences of further violence, and a genuine and supported offer of help for those who want it. GVI minimizes harm to communities by replacing enforcement with deterrence and fosters stronger relationships between law enforcement and the people they serve.

According to the National Network for Safe Communities:

- GVI focuses on the groups at highest risk for violent victimization and offending, with the
 intention to keep those in them alive, safe, and out of prison. The GVI partnership
 communicates directly with group members, conveying a powerful community message
 about disapproval for violence and in support of community aspirations; concrete
 opportunities for both immediate and longer-term assistance and support; and clear prior
 notice of the legal risks associated with continued violence. The partnership then delivers
 swiftly on these commitments.
- The strategy arises from a desire to build communities' capacity to prevent violence, use
 enforcement narrowly and strategically, help the most vulnerable people, and improve the
 legitimacy of police in the eyes of the community. Over 20 years of implementation in
 dozens of cities, this approach has consistently reduced serious violence.

The Initiative will be led by a governing board that will include elected officials from participating jurisdictions, principals from law enforcement, support and outreach entities, and community "moral voice" representatives. A full-time project manager will coordinate the multi-agency multi-jurisdictional activities of the initiative. The National Network for Safe Communities at John Jay College will provide robust technical assistance.

The reduction of violent crimes will benefit everyone who lives, works, and plays in Ramsey County. The greatest direct impact will be for people in under-resourced communities who are disproportionately experiencing this violence.

 ∇

I have read and understand the information presented in this section of the Federal Award Instrument.

- **Award Conditions**
- > Award Acceptance

- > Award Letter
- > Award Information
- > Project Information
- Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions / Adjustments are noted below.

	Year 1	Year 2	Total
Personnel	\$105,000.0	\$105,000.00	\$210,000.0
Fringe Benefits	\$31,500.00	\$31,500.00	\$63,000.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$100.00	\$0.00	\$100.00
Constructio	n\$0.00	\$0.00	\$0.00
SubAwards	\$0.00	\$0.00	\$0.00
Procureme Contracts	n\$264,000.0	\$320,000.00	\$584,000.0
Other Costs	\$0.00	\$0.00	\$0.00

Total \$400,600.0\ \$456,500.0\ \$857,100.0\

Direct

Costs Indirect \$42,900.00 \$0.00 \$42,900.00

Costs

Total \$443,500.0\ \$456,500.0\ \$900,000.0

Project Costs

> Total Project Cost Breakdown

> > Total Percentage

Federal \$900,000.0 100.00%

Funds

Match \$0.00 0.00%

Amount

Program — 0.00%

Income Amount

Please note: After completing this budget detail summary, please confirm that the following final values entered in this section are identical to those entered in the corresponding estimated cost section of the Standard Applicant Information. Specifically, the following must be equivalent. If they are not, you will not be able to submit this application until they are updated to be equivalent.

Standard Applicant Information	Equals	Budget Summary
Total Estimated Funding	=	Total Project Costs
Federal Estimated Funding (federal share)	=	Federal Funds
Applicant Estimated Funding (non-federal share)	=	Match Amount
Program Income Estimated Funding	=	Program Income Amount

Budget Category

P	Personnel
F	Fringe Benefits
Т	- Travel
E	Equipment
S	Supplies
C	Construction
S	SubAwards
F	Procurement Contracts
C	Other Costs
lr	ndirect Costs
DOES THIS	S BUDGET CONTAIN CONFERENCE COSTS WHICH IS DEFINED BROADLY TO INCLUDE MEETINGS, No RETREATS, SEMINARS, SYMPOSIA, AND TRAINING ACTIVITIES?
> 1	I have read and understand the information presented in this section of the Federal Award Instrument
> Awa	ard Conditions

> Award Acceptance

- Award Letter
- Award Information
- > Project Information
- > Financial Information
- Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed

by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-granteesand-subgrantees.



Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.



The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardRegts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.



Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.



Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").



Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.



Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.



Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.



Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.



Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding

agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.



Employment eligibility verification for hiring under the award

- 1. The recipient (and any subrecipient at any tier) must--
- A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--
- (1) this award requirement for verification of employment eligibility, and
- (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
- D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
- 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

- 4. Rules of construction
- A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1. In accepting this award, the recipient--
- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
- a. it represents that--
- (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to

or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

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I have read and understand the information presented in this section of the Federal Award Instrument.

> Award Acceptance

- Award Letter
- Award Information
- > Project Information
- > Financial Information
- > Award Conditions
- Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

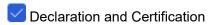
Title of Approving Official Name of Approving Official Signed Date And Time

Deputy Assistant Attorney Maureen Henneberg 7/25/22 10:03 AM

General

Contoral

Authorized Representative



Entity Acceptance

Title of Authorized Entity Official

Deputy Director

Name of Authorized Entity Official

RENEE VOUGHT

Signed Date And Time

8/15/2022 10:21 AM



Board of Commissioners Request for Board Action

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

Item Number: 2022-497 **Meeting Date: 9/27/2022**

Sponsor: Public Health

Title

2023 Recycling & Energy Board Joint Activities Budget

Recommendation

Accept and approve the amended 2023 Ramsey/Washington Recycling & Energy Board Joint Activities Budget as recommended by the Ramsey/Washington Recycling & Energy Board.

Background and Rationale

The Joint Powers Agreement creating the Ramsey/Washington Recycling & Energy Board (R&E Board) provides that the two county boards retain authority to approve the Joint Activities Budget of the R&E Board. That budget is used to administer and carry out joint waste management activities and includes non-R&E Center related activities of the R&E Board. Joint waste management activities are derived from the counties' respective solid waste management plans where policies and strategies have intentionally been aligned.

While the 2022-2023 Joint Activities Budget was approved by the R&E Board on July 22, 2021 and the Ramsey County Board on September 21, 2021, the R&E Board has the authority to adjust the budget for the 2023 year.

On July 28, 2022, the R&E Board approved and recommended that each county board approve the amended 2023 Joint Activities Budget (Resolution R&EB-2022-12). This amendment includes adding two full-time equivalent positions to the complement, one Planning Specialist and one Program Assistant. These positions are funded neutrally within the Joint Activities Budget. This is based on savings from various categories including unspent funds in the Business Pollution Prevention grant program, a portion of funding intended for a Community Resource Hub that is still in the planning stages and funding allocated to develop additional bulky waste management strategies. County contributions do not change with this amendment.

The attached Joint Activities Budget documentation from the R&E Board includes:

- R&E Board 2023 Joint Activities Budget Memos.
- R&E Board 2023 Joint Activities Budget.
- R&E Request for Board.
- R&E Board Resolution.

The Joint Activities Budget is summarized below for the period 2018 -2023. The budget for 2023 year remains the same as previously approved on July 22, 2021.

	2018	2019	2020	2021	2022	2023
Total Joint Activities Budget	\$10,725,643	\$9,780,831	\$9,053,290	\$9,083,369	\$10,707,727	\$11,609,454
Washington County (27%)	\$2,895,924	\$2,640,824	\$1,914,290	\$1,922.230	\$2,891,086	\$3,134,553
Ramsey County (73%)	\$7,829,729	\$7,140,007	\$5,175,674	\$5,197,139	\$7,016,641	\$8,474,901

ltem Numb	er: 2022-4	197				Meeti	ng Date: 9/2	7/2022
Ramsey-Only	Funds	N/A	N/A	\$1,964,000	\$1,964,000	\$800,000*		
*Anticipated car	rryover Ramsey	-only funds from 20	21]
•	`	those advance	•	,				
⊠ Well-	being	☐ Prosperi	ty	☐ Opportu	nity	☐ Accou	ntability	
Racial Equi	ty Impact							
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Fiscal Impa	ct							
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in the approv	/ed 2022-2	3 Public Health	n budget for	r this amount	•			
Last Previo	us Action							
		1, the Ramsey	County Box	ard approved	the 2022-2	3 Recycling	& Energy Joint	t Activities
Budget (Res	olution B20)21-201).	·					
Attachment	e							
		3 Joint Activitie	s Budget M	lemos				
		3 Joint Activitie	•	1011100				
	Request fo		J					
4. R&E	Board Res	olution						

- 2.
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- 4.



R&E BOARD MEETING DATE: Ju		ATE: June 23,	June 23, 2022		AGENDA ITEM:		V	VI.a	
SUBJECT:	Rev	iew of 2023 Budge	ets						
TYPE OF ITEM:		INFORMATION	×	POLICY DISCUSSION		ACTION		CONSENT	
SUBMITTED BY:	Faci	lity & Finance Con	nmitt	ee					

R&E BOARD ACTION REQUESTED:

The 2023 budgets are presented for R&E Board discussion. Changes requested by the R&E Board will be brought back for action at its July 28, 2022, meeting.

EXECUTIVE SUMMARY:

The Facility & Finance Committee met on May 19, 2022, to review and recommend any changes to the previously approved 2023 budgets for Ramsey/Washington Recycling & Energy (R&E). The R&E Board's bylaws provide that the Facility & Finance Committee will prepare a two-year budget for Joint Activities for R&E Board approval on or prior to August 1 of the year prior. The R&E Board then submits the Joint Activities Budget to the counties annually for approval of their respective contributions. The bylaws also state that the Facility & Finance Committee will prepare the annual Facility Budget for approval by the R&E Board each year on or prior to August 1 of the year prior. While not called for in the bylaws, the Joint Leadership Team (JLT) is recommending that the Equipment Maintenance & Replacement (EM&R) Budget also be prepared for consideration by the R&E Board.

Joint Activities Budget

Recommended changes to the 2023 Joint Activities Budget include adding two full-time equivalent (FTE) positions to the complement. These positions are funding neutral as a result of savings from various categories. The recommended positions are a planning specialist and program assistant.

Planning Specialist – This position is needed to support planning and project management for R&E, specifically Joint Activities, to support R&E staff in implementing new efforts in the current 2022-2023 budget. Additional capacity is needed to assist in the coordination of the 13 programs and efforts across the three organizations. For example, there are 27 county and R&E staff that make up 12 workgroups established to develop and implement the food scraps pickup program. This position is also needed to address alternative management for bulky wastes, project management of standard operating procedures development and updates and coordinate critical updates to facility incident plans. The planning specialist position is needed to facilitate planning, project initiations, timelines and budget development, staff resource planning, project tracking and evaluation.

<u>Program Assistant</u> – This position is needed to support current R&E Joint Activities programming. The current top priority program for Joint Activities for program development is the food scraps pickup

SUBJECT: Review of 2023 Budgets

program, which will begin phased launch to residents in 2023. Currently, R&E is developing the website for bag ordering; a customer service phone line; warehousing arrangements; as well as communication, education and outreach materials to ensure residents have the knowledge, tools and support to participate successfully. A program assistant is needed to support current R&E staff in Joint Activities grants management and outreach support (there are 12 other Joint Activities efforts), as well as added support for the development of the food scraps pickup program. In 2022, R&E has seven different grant or financial incentive offerings through the Joint Activities budget requiring program assistance and outreach support.

Facility Budget

Recommended changes to the 2023 Facility Budget include increasing the transportation and transload fee budgets for 2023 and using 2021 Joint Activities Fund Balance transfer and the 2023 contingency to offset the increases. Transportation and transload fee agreements expire at the end of 2022, and new agreements will be needed in 2023.

<u>Transportation</u> – Contracted costs for trucking firms to transport material to various destinations, such as metal markets, Xcel Energy facilities and landfills. The 2023 increase is \$1,655,110 and is primarily due to rising fuel costs and inflation.

<u>Transload Fee</u> – Fees paid to transfer station operators to receive, weigh and manage MSW delivered to their facilities by licensed haulers with waste delivery agreements with R&E. The 2023 increase is \$113,000 and is primarily due to inflation.

<u>2021 Joint Activities Fund Balance Transfer</u> – The Joint Activities Fund Balance Policy states that if the year-end unrestricted fund balance exceeds 35% of the subsequent year's budget, the excess amount shall be transferred to the R&E Equipment & Maintenance Fund, which is part of the Facility Budget. The Joint Leadership Team is recommending that the funds be transferred to the 2023 Facility Budget as a solution to keep the tipping fee at \$99/ton for 2023. The 2021 Joint Activities Fund Balance transfer is \$1,500,000.

<u>Contingency</u> – This fund provides contingency due to uncertainty of operations. The 2023 contingency fund is reduced by \$268,110 to offset transportation and transload fee increases.

<u>Tipping Fee</u> – It is recommended that the tipping fee be set as previously approved, at \$99.00 per ton.

Equipment Maintenance & Replacement Budget

No recommended changes to the 2023 EM&R budget previously approved on July 22, 2021.

ATTACHMENTS:

- 1. R&E Budget Structure
- 2. 2023 Budget Timeline
- 3. Proposed 2023 Joint Activities Budget
- 4. Proposed 2023 Facility Budget
- 5. Proposed 2023 Equipment Maintenance & Replacement Budget

FINANCIAL IMPLICATIONS:

Upon final approval, the financial implications will be explicit in the approved budgets.

AUTHORIZED SIGNATURES		DATE
JOINT LEADERSHIP TEAM	Michel Red Niche Stewart Law M. Vought	6/9/2022
RAMSEY COUNTY ATTORNEY	Siles In . Vinger	6/9/2022
WASHINGTON COUNTY ATTORNEY	Z-WM-y	6/9/2022

Ramsey/Washington Recycling & Energy Board

JOINT ACTIVITIES	2022 Approved Budget	2023 Approved Budget	2023 Proposed Budget	Change in Budget
APPROPRIATIONS: Project Management	2,729,727	2,519,454	2,729,454	210,000
Non-Residential Recycling	4,090,000	4,090,000	4,050,000	(40,000)
Community Waste Solution	795,000	795,000	625,000	(170,000)
Food Scrap Recycling	1,468,000	2,500,000	2,500,000	-
General Outreach	605,000	605,000	605,000	-
Policy Evaluation	1,020,000	1,100,000	1,100,000	-
Total Appropriations	10,707,727	11,609,454	11,609,454	
REVENUE:				
Washington County	2,891,086	3,134,553	3,134,553	-
Ramsey County Anticipated Carryover Funds RC Addition	7,016,641 P 800,000	8,474,901 -	8,474,901 -	- -
Total Revenue	10,707,727	11,609,454	11,609,454	-

TOTAL	2022 Approved Budget	2023 Approved Budget	2023 Proposed Budget	Change in Budget
Appropriations	10,707,727	11,609,454	11,609,454	-
Revenue	10,707,727	11,609,454	11,609,454	-
Surplus/(Deficit)	<u>-</u>	-	-	-

	2022	2023	2023	Change in
Account Description	Approved	Approved	Proposed	Budget
·	••	••	•	
APPROPRIATIONS:				
PROJECT MANAGEMENT				
411101 Salaries Permanent	1,016,647	1,038,685	1,180,685	142,000
411103 Salaries Temporary	15,000	15,000	15,000	-
411201 PERA	76,249	77,901	88,401	10,500
411202 Fica - OASDI	61,899	63,221	71,721	8,500
411203 FICA - HI	15,007	15,328	17,328	2,000
411301 Health & Dental Ins	250,809	275,890	321,390	45,500
411306 Life Ins	1,405	1,546	1,546	-
411307 Long Term Disability Ins	1,716	1,888	1,888	-
411410 Cell Phone Reimbursement	7,920	7,920	9,420	1,500
421101 Accounting & Auditing Services	110,000	110,000	110,000	-
421102 Auditor	26,000	26,000	26,000	-
421110 Fiscal agent Fees	30,000	30,000	30,000	-
421208 County Attorney	85,000	85,000	85,000	-
421401 Computer Maintenance and Other	656,100	395,100	395,100	-
421501 Consulting	225,000	225,000	225,000	_
421511 Partnership on Waste and Energy Contribution	83,250	83,250	83,250	_
421525 Recruitment Services	1,000	1,000	1,000	_
421603 Printing	4,500	4,500	4,500	_
421701 Postage	2,000	2,000	2,000	_
423111 Employee Development	4,000	4,000	4,000	_
423309 Records Storage	275	275	275	_
424302 Membership & Dues	8,600	8,600	8,600	_
424303 Conference & Seminar	20,000	20,000	20,000	_
424304 Other Travel	20,000	20,000	20,000	_
424305 Meeting Expense	2,000	2,000	2,000	_
424501 Mileage	4,500	4,500	4,500	
424507 Messenger Service	4,300 350	350	4,300 350	_
_	500	500	500	-
431101 Office Supplies	500	300	500	-
Total Project Management	2,729,727	2,519,454	2,729,454	210,000
NON-RESIDENTIAL RECYCLING				
421542 BizRecycling	2,050,000	2,050,000	2,050,000	_
421543 Multi-Unit Recycling	1,250,000	1,250,000	1,250,000	<u>-</u>
421544 Business Pollution Prevention	450,000	450,000	410,000	(40,000)
421545 Food Waste Prevention	300,000	300,000	300,000	(40,000)
421546 Compost Market Development	40,000	40,000	40,000	-
421340 Compost Market Development	40,000	40,000	40,000	-
Total Non-Residential Recycling	4,090,000	4,090,000	4,050,000	(40,000)
COMMUNITY WASTE SOLUTIONS				
421538 Community Resource Hubs	220,000	220,000	110,000	(110,000)
421539 Bulky Waste Solutions	475,000	475,000	435,000	(40,000)
421540 Reuse & Repair	100,000		435,000 80,000	(20,000)
TELETO NEUSE & NEPAII	100,000	100,000	80,000	(20,000)
Total Community Waste Solutions	795,000	795,000	625,000	(170,000)

Total Revenue	10,707,727	11,609,454	11,609,454	-
Anticipated Carryover Funds RC Addition Program	800,000	-	-	-
319110 Ramsey County	7,016,641	8,474,901	8,474,901	-
314103 Washington County	2,891,086	3,134,553	3,134,553	-
REVENUE:				
. Otto. Appropriations	10,707,727	11,000,404	11,000,404	
Total Appropriations	10,707,727	11,609,454	11,609,454	_
Total Policy Evaluation	1,020,000	1,100,000	1,100,000	-
421502 Engineering Services	530,000	610,000	610,000	-
421201 Legal Services	490,000	490,000	490,000	-
POLICY EVALUATION				
Total General Outreach	605,000	605,000	605,000	-
	,	,	,	
421522 Other Professional Services	150,000	150,000	150,000	_
421509 Communications, Design, & Educational Services	455,000	455,000	455,000	_
GENERAL OUTREACH				
Total Food Scrap Recycling	1,468,000	2,500,000	2,500,000	-
421002 Promotional Activities	490,000	460,000	460,000	-
421602 Promotional Activities	658,000	1,280,000	1,280,000	-
421541 Program Resources 421522 Other Professional Services	320,000	760,000	760,000	-
FOOD SCRAP RECYCLING	220.000	760,000	760,000	

LINE ITEM EXPLANATIONS

APPROPRIATIONS EXPLANATIONS

Project	Management ((51808)	
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Assaurat Codo	Account Name	2022	2023	2023	Change in
Account Code 411101	Salaries Permanent	Approved 1,016,647	Approved 1,038,685	Proposed 1,180,685	Budge 142,000
		_,,,,	_,	_,,	,
EXPLANATION:	Compensation for permanent full-time and permanent pa	rt-time employees.			
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
411103	Salaries Temporary	15,000	15,000	15,000	-
EXPLANATION:	Compensation for temporary full-time and temporary par	t-time employees.			
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
411201	PERA	76,249	77,901	88,401	10,500
EXPLANATION:	PERA rate calculation at 7.5% of Salaries Permanent				
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
411202	Fica - OASDI	61,899	63,221	71,721	8,500
EXPLANATION:	Fica - OASDI is calculated at 6.2% of Salary Permanent and	Salaries Temporary			
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
411203	FICA - HI	15,007	15,328	17,328	2,000
EXPLANATION:	Fica - HI is calculated at 1.452% of Salaries Permanent and	Salaries Temporary			
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
411301	Health & Dental Ins	250,809	275,890	321,390	45,500
EXPLANATION:	Health & Dental Insurance for Staff				
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
411306	Life Ins	1,405	1,546	1,546	-
EXPLANATION:	Life Insurance is paid up to a maximum of \$50,000 or 1 tin	nes an employee's sala	ry for Staff		
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
411307	Long Term Disability Ins	1,716	1,888	1,888	-
EXPLANATION:	Long Term Disability Insurance for Staff				

Assourt Codo	Account Name	2022 Approved	2023 Approved	2023 Proposed	Change in Budget
Account Code 411410	Cell Phone Reimbursement	7,920	7,920	9,420	1,50
111110	cell i none helmbarsement	7,320	7,320	3,120	2,5
XPLANATION:	Cell phone reimbursement for staff, \$55 per month per	employee			
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
421101	Accounting & Auditing Services	110,000	110,000	110,000	-
EXPLANATION:	Olson-Thielen - Hauler audit for compliance with the Co	unty Environmental Cha	rge in both counties		
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budge
421102	Auditor	26,000	26,000	26,000	-
EXPLANATION:	Expenses associated with the required annual audit of t	he R&E Board			
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budge
421110	Fiscal agent Fees	30,000	30,000	30,000	-
EXPLANATION:	Annual Expenses paid to Ramsey County Finance for the	e cost of managing the R	&E Board's finances		
		2022	2023	2023	Change in
		LULL	2023		Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
Account Code 421208	Account Name County Attorney	Approved 85,000	Approved 85,000	Proposed 85,000	Budge
421208		85,000	85,000	•	Budge -
421208	County Attorney	85,000	85,000	•	Budge -
421208	County Attorney Reimbursement expenses to the Ramsey and Washington	85,000	85,000	•	Budge -
421208	County Attorney Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr	85,000 on County Attorney's offi	85,000 ice for legal services	85,000	-
421208 EXPLANATION:	County Attorney Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr	85,000 on County Attorney's offi 2022	85,000 ice for legal services 2023	85,000 2023	- Change in
EXPLANATION: Account Code	County Attorney Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name	85,000 on County Attorney's offi 2022 Approved	85,000 ice for legal services 2023 Approved	85,000 2023 Proposed	Change in
421208 EXPLANATION:	County Attorney Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr	85,000 on County Attorney's offi 2022	85,000 ice for legal services 2023	85,000 2023	Change in
421208 EXPLANATION: Account Code	County Attorney Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name	85,000 on County Attorney's offi 2022 Approved 656,100	85,000 ice for legal services 2023 Approved 395,100	2023 Proposed 395,100	- Change in
421208 EXPLANATION: Account Code 421401	County Attorney Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name Computer Maintenance and Other	85,000 on County Attorney's offi 2022 Approved 656,100 esforce \$29,000; Spring Cl	85,000 ice for legal services 2023 Approved 395,100 M \$25,000; EMERGE da	2023 Proposed 395,100 tabase	Change in
421208 EXPLANATION: Account Code 421401	County Attorney Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name Computer Maintenance and Other Computer system maintenance and other IT costs - Sale \$100,000; CBIZ payroll system, projects based on IT con infrastructure and security, and business applications	85,000 on County Attorney's offi 2022 Approved 656,100 esforce \$29,000; Spring Cl sultant study - communic	85,000 ice for legal services 2023 Approved 395,100 M \$25,000; EMERGE da cation and collaboratio	2023 Proposed 395,100 tabase n, IT	Change in
421208 EXPLANATION: Account Code 421401	County Attorney Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name Computer Maintenance and Other Computer system maintenance and other IT costs - Sale \$100,000; CBIZ payroll system, projects based on IT con infrastructure and security, and business applications Computer system maintenance and other IT costs previ	85,000 on County Attorney's offi 2022 Approved 656,100 esforce \$29,000; Spring Cl sultant study - communic	85,000 ice for legal services 2023 Approved 395,100 M \$25,000; EMERGE da cation and collaboratio	2023 Proposed 395,100 tabase n, IT	Change in
421208 EXPLANATION: Account Code 421401	Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name Computer Maintenance and Other Computer system maintenance and other IT costs - Sale \$100,000; CBIZ payroll system, projects based on IT con infrastructure and security, and business applications Computer system maintenance and other IT costs previagreement - \$55,360 misc support, service maintenance	85,000 on County Attorney's offi 2022 Approved 656,100 esforce \$29,000; Spring Cl sultant study - communic	85,000 ice for legal services 2023 Approved 395,100 M \$25,000; EMERGE da cation and collaboratio	2023 Proposed 395,100 tabase n, IT	Change in
421208 EXPLANATION: Account Code 421401	County Attorney Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name Computer Maintenance and Other Computer system maintenance and other IT costs - Sale \$100,000; CBIZ payroll system, projects based on IT con infrastructure and security, and business applications Computer system maintenance and other IT costs previ	85,000 on County Attorney's offi 2022 Approved 656,100 esforce \$29,000; Spring Cl sultant study - communic	85,000 ice for legal services 2023 Approved 395,100 M \$25,000; EMERGE da cation and collaboratio	2023 Proposed 395,100 tabase n, IT	- Change in
421208 EXPLANATION: Account Code 421401	Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name Computer Maintenance and Other Computer system maintenance and other IT costs - Sale \$100,000; CBIZ payroll system, projects based on IT con infrastructure and security, and business applications Computer system maintenance and other IT costs previagreement - \$55,360 misc support, service maintenance	85,000 on County Attorney's offi 2022 Approved 656,100 esforce \$29,000; Spring Cl sultant study - communic ously paid out of the Fac e, anti-virus; WebEx \$2,000 for 2022 and 2023	85,000 ice for legal services 2023 Approved 395,100 M \$25,000; EMERGE da cation and collaboratio ility operating budget - 00; RingCentral \$7,200;	2023 Proposed 395,100 tabase n, IT IS service Allstream	Change in Budge -
421208 EXPLANATION: Account Code 421401 EXPLANATION:	County Attorney Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name Computer Maintenance and Other Computer system maintenance and other IT costs - Sale \$100,000; CBIZ payroll system, projects based on IT con infrastructure and security, and business applications Computer system maintenance and other IT costs previ agreement - \$55,360 misc support, service maintenance internet \$14,640; Accounting system \$30,000, per year	85,000 on County Attorney's offi 2022 Approved 656,100 esforce \$29,000; Spring Cl sultant study - communic ously paid out of the Fac e, anti-virus; WebEx \$2,00 for 2022 and 2023	85,000 ice for legal services 2023 Approved 395,100 M \$25,000; EMERGE da cation and collaboratio ility operating budget - 00; RingCentral \$7,200;	2023 Proposed 395,100 tabase n, IT IS service Allstream	Change in Budge - Change in
421208 EXPLANATION: Account Code 421401 EXPLANATION:	County Attorney Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name Computer Maintenance and Other Computer system maintenance and other IT costs - Sale \$100,000; CBIZ payroll system, projects based on IT con infrastructure and security, and business applications Computer system maintenance and other IT costs previ agreement - \$55,360 misc support, service maintenance internet \$14,640; Accounting system \$30,000, per year account Name	85,000 on County Attorney's offi 2022 Approved 656,100 esforce \$29,000; Spring Cl sultant study - communic ously paid out of the Fac e, anti-virus; WebEx \$2,01 for 2022 and 2023 2022 Approved	85,000 ice for legal services 2023 Approved 395,100 M \$25,000; EMERGE da cation and collaboratio ility operating budget - 00; RingCentral \$7,200; 2023 Approved	2023 Proposed 395,100 tabase n, IT IS service Allstream 2023 Proposed	Change in Change in Budget Change in Budget
421208 EXPLANATION: Account Code 421401 EXPLANATION: Account Code 421501	Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name Computer Maintenance and Other Computer system maintenance and other IT costs - Sale \$100,000; CBIZ payroll system, projects based on IT con infrastructure and security, and business applications Computer system maintenance and other IT costs previ agreement - \$55,360 misc support, service maintenance internet \$14,640; Accounting system \$30,000, per year account Name Consulting	2022 Approved 656,100 esforce \$29,000; Spring Cl sultant study - communic ously paid out of the Fac e, anti-virus; WebEx \$2,01 for 2022 and 2023 2022 Approved 225,000	85,000 ice for legal services 2023 Approved 395,100 M \$25,000; EMERGE da cation and collaboratio ility operating budget - 00; RingCentral \$7,200;	2023 Proposed 395,100 tabase n, IT IS service Allstream	Change in Budge - - Change in
421208 EXPLANATION: Account Code 421401 EXPLANATION:	County Attorney Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name Computer Maintenance and Other Computer system maintenance and other IT costs - Sale \$100,000; CBIZ payroll system, projects based on IT con infrastructure and security, and business applications Computer system maintenance and other IT costs previ agreement - \$55,360 misc support, service maintenance internet \$14,640; Accounting system \$30,000, per year account Name	2022 Approved 656,100 esforce \$29,000; Spring Cl sultant study - communic ously paid out of the Face, anti-virus; WebEx \$2,00 for 2022 and 2023 2022 Approved 225,000 tant - \$220,000/yr	85,000 ice for legal services 2023 Approved 395,100 M \$25,000; EMERGE da cation and collaboratio ility operating budget - 00; RingCentral \$7,200; 2023 Approved 225,000	2023 Proposed 395,100 tabase n, IT IS service Allstream 2023 Proposed 225,000	Change in Budge Change in Budge
421208 EXPLANATION: Account Code 421401 EXPLANATION: Account Code 421501 EXPLANATION:	Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name Computer Maintenance and Other Computer system maintenance and other IT costs - Sale \$100,000; CBIZ payroll system, projects based on IT con infrastructure and security, and business applications Computer system maintenance and other IT costs previagreement - \$55,360 misc support, service maintenance internet \$14,640; Accounting system \$30,000, per year Account Name Consulting Ramsey County Human Resources - \$5,000/yr, IT consulting	2022 Approved 656,100 esforce \$29,000; Spring Cl sultant study - communic ously paid out of the Fac e, anti-virus; WebEx \$2,00 for 2022 and 2023 2022 Approved 225,000 tant - \$220,000/yr	85,000 ice for legal services 2023 Approved 395,100 M \$25,000; EMERGE da cation and collaboratio ility operating budget - 00; RingCentral \$7,200; 2023 Approved 225,000	2023 Proposed 395,100 tabase n, IT IS service Allstream 2023 Proposed 225,000	Change in Budge: Change in Budge:
421208 EXPLANATION: Account Code 421401 EXPLANATION: Account Code 421501	Reimbursement expenses to the Ramsey and Washington Ramsey County - \$45,000/yr Washington County - \$40,000/yr Account Name Computer Maintenance and Other Computer system maintenance and other IT costs - Sale \$100,000; CBIZ payroll system, projects based on IT con infrastructure and security, and business applications Computer system maintenance and other IT costs previ agreement - \$55,360 misc support, service maintenance internet \$14,640; Accounting system \$30,000, per year account Name Consulting	2022 Approved 656,100 esforce \$29,000; Spring Cl sultant study - communic ously paid out of the Face, anti-virus; WebEx \$2,00 for 2022 and 2023 2022 Approved 225,000 tant - \$220,000/yr	85,000 ice for legal services 2023 Approved 395,100 M \$25,000; EMERGE da cation and collaboratio ility operating budget - 00; RingCentral \$7,200; 2023 Approved 225,000	2023 Proposed 395,100 tabase n, IT IS service Allstream 2023 Proposed 225,000	Change in Budge - Change in Budge

		2022	2023	2023	Change in
Account Code 421525	Account Name Recruitment Services	Approved	Approved	Proposed	Budget
421525	Recruitment Services	1,000	1,000	1,000	-
EXPLANATION:	Costs relating to hiring Recycling and Energy staff				
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
421603	Printing	4,500	4,500	4,500	-
EXPLANATION:	Printing services				
	-				
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
421701	Postage	2,000	2,000	2,000	-
EXPLANATION:	Postage				
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
423111	Employee Development	4,000	4,000	4,000	-
EXPLANATION:	Staff training				
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
423309	Records Storage	275	275	275	-
EXPLANATION:	Fee paid for storing records				
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
424302	Membership & Dues	8,600	8,600	8,600	-
EXPLANATION:	Minnesota Resource Recovery Association- \$5,250/yr				
	American Biogas Council - \$850/yr				
	Great Plains Institute - Bio-economy coalition - \$2,500/yr				
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
424303	Conference & Seminar	20,000	20,000	20,000	-
EXPLANATION:	Conference & Seminars for R&E Board and staff				
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
424304	Other Travel	20,000	20,000	20,000	-
EVDI ANIATIONI	Cita visite and other advectional enpertunities				
EXPLANATION:	Site visits and other educational opportunities				
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
424305	Meeting Expense	2,000	2,000	2,000	-

LINE ITEM EXI	PLANATIONS				
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
424501	Mileage	4,500	4,500	4,500	-
EXPLANATION:	Parking/Mileage paid to employees based on	IRS reimbursement rate			
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
424507	Messenger Service	350	350	350	-
EXPLANATION:	Courier services				
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
431101	Office Supplies	500	500	500	-
EXPLANATION:	General office supplies				
	Total Project Management	2,729,727	2,519,454	2,729,454	210,000

LINE ITEM EXPLANATIONS

Non-Residential Recycling (51809)

Name ng	Approved			
nσ	• •	Approved	Proposed	Budget
116	2,050,000	2,050,000	2,050,000	-
cling consulting services - \$600,000/	yr (MN Waste Wise -\$500,000/yr;	EcoConsilium - \$100,0	00/yr)	
cling partners (business organization	ns such as chambers of commerce) - \$225,000/yr		
cling sponsorships (promotional rela	tionships) - \$225,000/yr (St. Paul :	Saints \$50,000/yr, MN	United	
r, Ordway \$20,000/yr)				
cling grants and incentives (starter, r	reward, container, sustaining, and	label grants) - \$1,000	,000/yr	
	2022	2023	2023	Change in
Name	Approved	Approved	Proposed	Budget
t Recycling	1,250,000	1,250,000	1,250,000	-
Jnit Recycling consulting services (MN	N Waste Wise - \$500 000/vr)			
Unit Recycling Program grants and inc		er. label grants, and apa	artment recycling	
stipends) - \$750,000/yr		,		
	2022	2023	2023	Change in
Name	Approved	Approved	Proposed	Budget
Pollution Prevention	450,000	450,000	410,000	(40,000
ss Pollution Prevention consulting ser	rvices - \$125,000/yr (Environment	al Initiative/Clean Air N	Minnesota	
/yr)				
ss Pollution Prevention grants and inc	centives - \$325,000 in 2022, \$285,	,000 in 2023		
	2022	2023	2023	Change in
Name	Approved	Approved	Proposed	Budget
te Prevention	300,000	300,000	300,000	-
s for preventing food waste and incre	easing food recovery efforts - \$300),000/yr (Second Harve	est Heartland	
r; The Good Acre \$40,000/yr)				
	2022	2023	2023	Change in
Name	Approved	Approved	Proposed	Budget
Market Development	40,000	40,000	40,000	-
s to aid the growth of end markets fo	r finished compost - \$40,000/yr			
n-Residential Recycling	4 090 000	4 090 000	4 050 000	(40,000
		the growth of end markets for finished compost - \$40,000/yr ential Recycling 4,090,000		

LINE ITEM EXPLANATIONS

Community Waste Solutions (51817)

		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
421538	Community Resource Hubs	220,000	220,000	110,000	(110,000)
EXPLANATION:	1) Community Resource Hub hard costs (rent, eq 2) Community Resource Hub staffing, contractor	•			
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
421539	Bulky Waste Solutions	475,000	475,000	435,000	(40,000)
EXPLANATION:	1) Mattress recycling strategies - \$350,000 in 202 2) Research, planning, and pilot testing for other				
	3) Construction and Demolition (C&D) and decor		nd partnerships - \$75,0	00/yr	
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
421540	Reuse & Repair	100,000	100,000	80,000	(20,000)
EXPLANATION:	Education, resources, and shared county disposa	l directory - \$100,000 in 2022, \$	\$80,000 in 2023		
	Total Community Waste Solutions	795,000	795,000	625,000	(170,000)
Account Code	Account Name	2022 Approved	2023 Approved	2023 Proposed	Change in Budget
421541	Program Resources	320,000	760,000	760,000	-
EXPLANATION:	Durable Compostable Bags (DCB's) - \$320,000/yr	for 2022 and \$760,000/yr for 2	023		
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
421522	Other Professional Services	658,000	1,280,000	1,280,000	-
EXPLANATION:	 Distribution of DCB's - Warehouse, fulfillment, 2023 Administration of DCB's - Customer service, pr. 2022 and \$255,000/yr for 2023 	,	.,	,	
	,	2022	2022	2022	Change in
Account Code	Account Name	2022 Approved	2023 Approved	2023 Proposed	Budget
421602	Promotional Activities	490,000	460,000	460,000	Duuget
					-
EXPLANATION:	 Website - Hosting fees, maintenance, and sup Videography - Educational and promotional vi Media campaign - Promotional campaigns - \$2 Contracted services - Agency fees and staff tin 	deos - \$25,000/yr for 2022 and 00,000/yr for 2022 and 203	2023		-
EXPLANATION:	Videography - Educational and promotional vi Media campaign - Promotional campaigns - \$2	deos - \$25,000/yr for 2022 and 00,000/yr for 2022 and 203	2023	2,500,000	-

LINE ITEM EXPLANATIONS

General Outreach (51810)

		2022	2023	2023	Change in					
Account Code	Account Name	Approved	Approved	Proposed	Budget					
421509	Communications, Design, & Educational Services	455,000	455,000	455,000	-					
EXPLANATION:	1) Contracted graphic design services for the annual cou \$50,000/yr	inty Green Guides, the I	R&E annual report, and	l other materials -						
	2) Recycling & Energy and BizRecycling websites - \$55,00	00/yr								
	3) Videography to support programs, activities, and R&E	Center - \$50,000/yr								
	4) Outreach, engagement, promotion, marketing, and ed	ducational activities to	support programs and	R&E Center -						
	\$300,000/yr									
		2022	2023	2023	Change in					
Account Code	Account Name	Approved	Approved	Proposed	Budget					
421522	Other Professional Services	150,000	150,000	150,000	-					
EXPLANATION:	1) Communication services - contractors to assist with si	necialized communicati	ons needs - \$50 000/vr							
EXI EXITATION.	1) Communication services - contractors to assist with specialized communications needs - \$50,000/yr 2) Cultural consultants - contracting with New Publica and other specialists to better engage with specific cultural									
	communities - \$100,000/yr	na other specialists to b	etter engage with spec	sine carearar						
	σοια									
	Total General Outreach	605,000	605,000	605,000	-					
Policy Evaluat	tion (51811)									
		2022	2023	2023	Change in					
Account Code	Account Name	Approved	Approved	Proposed	Budget					
421201	Legal Services	490,000	490,000	490,000	-					
EXPLANATION:	Legal services contract with Stoel-Rives for legal services related to the R&E Board									
	-									
		2022	2023	2023	Change in					
Account Code	Account Name	Approved	Approved	Proposed	Budget					
421502	Engineering Services	530,000	610,000	610,000	-					
EXPLANATION:	General engineering and technical services contracted w	vith Foth Infrastructure	& Environmental, LLC	-						
	\$630,000 (\$100,000 paid out of Enhancement Project bu	idget) for 2022 and \$61	0,000 for 2023							
	Total Policy Evaluation	1,020,000	1,100,000	1,100,000	-					
	Total Appropriations	10,707,727	11,609,454	11,609,454	_					
	10th Appropriations	10,707,727	11,000,404	11,000,707						

LINE ITEM EXPLANATIONS

REVENUE EXPLANATIONS

		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
314103	Washington County	2,891,086	3,134,553	3,134,553	-
EXPLANATION:	Washington County 27% of Joint Activities Budget				
		2022	2023	2023	Change in
Account Code	Account Name	Approved	Approved	Proposed	Budget
319110	Ramsey County	7,016,641	8,474,901	8,474,901	-
	Anticipated Carryover Funds RC Addition Program	800,000	-	-	-
EXPLANATION:	Ramsey County 73% of Joint Activities Budget				
	Total Revenue	10,707,727	11,609,454	11,609,454	-



R&E BOARD MEETING DATE: July 28, 2022				AGE	ENDA ITEM:	VI	l.a		
SUBJECT:	Арр	proval of 2023 Budgets							
TYPE OF ITEM:		INFOR	MATION		POLICY DISCUSSION	X	ACTION		CONSENT
SUBMITTED BY:	Join	loint Leadership Team (JLT)							

R&E BOARD ACTION REQUESTED:

- 1. Approve the 2023 Joint Activities Budget.
- 2. Recommend that the Ramsey and Washington County Boards approve the 2023 Joint Activities Budget.
- 3. Approve the 2023 Facility Budget, including the Equipment Maintenance & Replacement Budget.
- 4. Approve the 2023 tipping fee for waste delivered from Ramsey and Washington counties to the Recycling & Energy Center (R&E Center) at \$103 per ton.

EXECUTIVE SUMMARY:

The Recycling & Energy Board met on June 23, 2022, to review and make changes to the previously approved 2023 budgets for Ramsey/Washington Recycling & Energy (R&E). The R&E Board's bylaws provide that the Facility & Finance Committee will prepare a two-year budget for Joint Activities for R&E Board approval on or prior to August 1 of the year prior. The R&E Board then submits the Joint Activities Budget to the counties annually for approval of their respective contributions. The bylaws also state that the Facility & Finance Committee will prepare the annual Facility Budget for approval by the R&E Board each year on or prior to August 1 of the year prior. While not called for in the bylaws, the Joint Leadership Team (JLT) is recommending that the Equipment Maintenance & Replacement (EM&R) Budget also be prepared for consideration by the R&E Board.

Joint Activities Budget

Recommended changes to the 2023 Joint Activities Budget include adding two full-time equivalent (FTE) positions to the complement. These positions are funding neutral as a result of savings from various categories. The recommended positions are a planning specialist and a program assistant.

<u>Planning Specialist</u> – This position is needed to support planning and project management for R&E in Joint Activities and to support R&E staff in implementing new efforts in the current 2022-2023 budget. Additional coordination is needed for the 13 programs and efforts across the three organizations. For example, there are 27 county and R&E staff that make up 12 workgroups established to develop and implement the food scraps pickup program. This position is also needed to address Recycling & Energy Center efforts such as alternative management for bulky wastes, project management of standard operating procedures development and updates and coordinate critical updates to facility incident plans. The planning specialist

position is needed to facilitate planning, project initiations, timelines and budget development, staff resource planning, project tracking and evaluation across the entire organization.

Program Assistant – This position is needed to support current R&E Joint Activities programming. The current top priority program for Joint Activities is the development of the food scraps pickup program, which will begin phased launch to residents in 2023. Currently, R&E is developing the website for bag ordering; a customer service phone line; warehousing arrangements; as well as communication, education and outreach materials to ensure residents have the knowledge, tools and support to participate successfully. A program assistant is needed to support current R&E staff in Joint Activities grants management and outreach support (there are 12 other Joint Activities efforts), as well as added support for the development of the food scraps pickup program. In 2022, R&E has seven different grant or financial incentive offerings through the Joint Activities budget requiring program assistance and outreach support.

Facility Budget

Recommended changes to the 2023 Facility Budget include increasing the transportation and transload fee budgets for 2023 and increasing the tipping fee to \$103.00 per ton. Transportation and transload fee agreements expire at the end of 2022, and new agreements will be needed in 2023.

<u>Transportation</u> – These are contracted costs for trucking firms to transport material to various destinations, such as metal markets, Xcel Energy facilities and landfills. The 2023 increase is \$1,655,110 and is primarily due to rising fuel costs and inflation.

<u>Transload Fee</u> – These are fees paid to transfer station operators to receive, weigh and manage MSW delivered to their facilities by licensed haulers with waste delivery agreements with R&E. The 2023 increase is \$113,000 and is primarily due to inflation.

<u>Contingency</u> – This fund provides contingency due to uncertainty of operations. The 2023 contingency fund is increased by \$31,890.

<u>Tipping Fee</u> – It is recommended that the tipping fee be set at \$103.00 per ton.

Equipment Maintenance & Replacement Budget

No recommended changes to the 2023 EM&R budget previously approved on July 22, 2021.

ATTACHMENTS:

- 1. Draft Resolution
- 2. Proposed 2023 Joint Activities Budget
- 3. Proposed 2023 Facility Budget
- 4. Proposed 2023 Equipment Maintenance & Replacement Budget

FINANCIAL IMPLICATIONS:

Upon final approval, the financial implications will be explicit in the approved budgets.

AUTHORIZED SIGNATURES		DATE
JOINT LEADERSHIP TEAM	Michael Veed Niche Stewart	7/18/22 7/18/22
RAMSEY COUNTY ATTORNEY		7/15/22
WASHINGTON COUNTY ATTORNEY	2-22M-y	7/15/22



RESOLUTION R&EB-2022-12

WHEREAS, the Ramsey/Washington Recycling & Energy Board ("R&E Board") is governed by the Amended and Restated Joint Powers Agreement by and between Ramsey County and Washington County dated November 19, 2019 ("Joint Powers Agreement"); and

WHEREAS, The Joint Powers Agreement provides that the R&E Board shall establish a Joint Activities Budget, and Facility Budget including an Equipment Maintenance & Replacement Budget; and

WHEREAS, The Joint Leadership Team ("JLT") prepared a 2023 Joint Activities Budget, 2023 Facility Budget and 2023 Equipment Maintenance & Replacement Budget, which were presented to and reviewed by the Facility & Finance Committee; and

WHEREAS, The Facility & Finance Committee has recommended the 2023 Joint Activities Budget, 2023 Facility Budget and 2023 Equipment Maintenance & Replacement Budget (Resolution R&EB-FFC-2022-04); and

WHEREAS, The R&E Board discussed and amended the 2023 Joint Activities Budget and the 2023 Facility Budget, including the Equipment Maintenance & Replacement Budget, at its June 23, 2022, meeting; NOW, THEREFORE, BE IT

RESOLVED, The R&E Board hereby approves the 2023 Joint Activities Budget. BE IT FURTHER

RESOLVED, The R&E Board recommends that the Ramsey and Washington County Boards approve the 2023 Joint Activities Budget. BE IT FURTHER

RESOLVED, The R&E Board approves the 2023 Facility Budget, including the 2023 Equipment Maintenance & Replacement Budget. BE IT FURTHER

RESOLVED, The R&E Board hereby establishes the tipping fee at the Ramsey/Washington Recycling & Energy Center ("R&E Center") for waste from Ramsey and Washington counties at \$103 per ton in 2023.

Victoria Reinhardt, Board Chair July 28, 2022

Victoria a. Reinhardt

Attest

July 28, 2022

Ayes: Frethem, Johnson, Karwoski, MatasCastillo, McGuire, Ortega, Reinhardt, Weik

Nays: none



Board of Commissioners Request for Board Action

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

Item Number: 2022-498 **Meeting Date: 9/27/2022**

Sponsor: Public Health

Minnesota Opioid Overdose Prevention Settlement Funds and Personnel Complement Increase in Public Health

Recommendation

- 1. Accept Ramsey County's share of the Minnesota opioid overdose prevention settlement funds in the amount of \$15,780,977, payable in installments over the course of an 18-year period.
- 2. Authorize the County Manager to establish a project budget for the Minnesota opioid overdose prevention settlement funds in the Public Health department.
- 3. Approve an increase in the personnel complement of Public Health or supporting departments by 6.0 Full Time Equivalent positions.

Background and Rationale

On December 14, 2021, the Ramsey County Board of Commissioners agreed to the Minnesota Opioids State-Subdivision Memorandum of Agreement and opted into the multistate settlements with pharmaceutical distributors McKesson, Cardinal Health, Amerisource Bergen, and opioid manufacturer Johnson & Johnson. On February 25, 2022, the settlement agreements were approved by the companies listed above. Minnesota's share of the settlements is more than \$300,000,000.

On June 15, 2022, Governor Tim Walz held a ceremonial bill signing with Lieutenant Governor Peggy Flanagan, Attorney General Keith Ellison, legislators, and advocates for a bipartisan \$300 million opioid response bill. Of the \$300 million, 75% has been allocated to all Minnesota counties and 33 cities that signed on to the lawsuit and 25% has been allocated to the state. Ramsey County's share of this settlement is \$15,780,977, which is approximately 7% of the total amount allocated to Minnesota counties and cities.

Payments from the settlement will be distributed over the course of an 18-year period. Ramsey County expects to receive five payments this year: three from the settlement with Johnson & Johnson and two from the distributor settlement. The Memorandum of Agreement requires counties to use their public health department as chief strategists in deciding how to expend the funds and consult with municipalities on plans. The funding will be used for opioid response, education, treatment, prevention and recovery. Public Health will have flexibility to modify their opioid abatement approach as needed and as new uses are discovered. The settlement distributions do not have spending deadlines and should not be commingled with any other money or funds. Because of this, a project budget needs to be created to accurately account for these funds.

Public Health also seeks to increase the personnel complement by 6.0 Full Time Equivalent positions to support the opioid overdose prevention program. These positions would work across the Health and Wellness Service Team or supporting departments to best meet the needs of clients and residents. The anticipated classifications and explanation of each position's duties are as follows:

Planning Specialist 1 or 2: oversee the coordination and planning of community engagement and partnerships with county municipalities to determine funding allocation of the settlement dollars,

Item Number: 2022-498 **Meeting Date:** 9/27/2022

implementation and evaluation of activities.

Health Educator and Health Education Program Assistant: help facilitate education and prevention activities.

- Contract Manager: manage contract and procurement process to secure agreements with community agencies and manage financial reporting.
- Planning & Evaluation Analyst: oversee program evaluation and assist with the compilation of data and development of narrative reports.
- Communications Associate: create and develop promotional content and reports for both electronic media and print.

County Goals (Check	those advanced by Ad	ction)	
☑ Well-being	☑ Prosperity	☑ Opportunity	Accountability

Racial Equity Impact

Counties are uniquely impacted by the opioid overdose epidemic and substance use disorder. According to the Minnesota Attorney General's office, in 2020, opioid overdose deaths nationally rose to a record 93,000, a nearly 30 percent increase over the prior year. According to the Minnesota Department of Health drug overdose dashboard, there have been over 6,300 opioid related deaths statewide since 2000. Unfortunately, the crisis continues with increasing deaths and emergency room visits for opioid involved overdoses, and the impact these events have on individuals, children and families.

American Indians in Minnesota are seven times more likely and African Americans are two times more likely to die from an opioid overdose than white individuals. Statewide in 2020,131 per 100,000 American Indians and 49 per 100,000 African Americans experienced opioid overdose deaths compared to 16 per 100,000 white residents. Opioid-related deaths among Ramsey County residents increased from 34 in 2016 to 130 in 2021 an almost 300% increase in five years. Forty-six percent of opioid-related deaths in 2021 occurred among Ramsey County racially and ethnically diverse residents. Additionally, injection of drugs accounts for one in 10 of cases of HIV and is also a major factor in the spread of hepatitis C.

Community Participation Level and Impact

Public Health provided an opioid prevention community update session on May 26, 2022 and launched the Opioid Prevention and Response Survey in May 2022. To date, over 200 surveys have been received by community residents, partners and internal key stakeholders. The Opioid Prevention Coordinator has also hosted a listening session at Peoples Incorporated and Recover Café Frogtown providing an additional opportunity for community to provide input. Public Health plans to continue engagement with Ramsey County

cities and other key stakeholders through the month of November 2022.								
☑ Inform	⊠ Consult							

Fiscal Impact

Public Health expects to receive \$15,780,977 in settlement payments over the course of an 18-year period. Public Health is building their strategy with input from both internal and external key stakeholders to further determine the internal capacity needs of Public Health and other departments to support this response. It is anticipated that the estimated annual cost of \$587,000, including salaries and fringe benefits, of the identified positions will be fully covered by the settlement payments, the public health operating budget and/or other federal, state, local public health and human services funding.

Last Previous Action

On December 14, 2021, the Ramsey County Board supported and agreed to the Minnesota Opioids State-Subdivision Memorandum of Agreement and opted into the multistate settlements with McKesson, Cardinal Health, AmerisourceBergen and Johnson & Johnson (Resolution B2021-273).

Item Number: 2022-498 Meeting Date: 9/27/2022

Attachments

None



Board of Commissioners Request for Board Action

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

Item Number: 2022-483 Meeting Date: 9/27/2022

Sponsor: Finance

Certification of the Maximum Tax Levy for the Proposed 2023 Property Tax Notices

Recommendation

Approve the proposed maximum tax levy to finance the 2023 budget in the amount of \$354,123,588. The breakdown between General County and Library levy is as follows:

General County \$338,806,746 Library \$15,316,842 Total \$354,123,588

Background and Rationale

Minnesota Statutes 275.065 requires Ramsey County to certify the proposed tax levy to the county auditor by September 30, 2022.

The Ramsey County Board will approve the final 2023 tax levy in December 2022. This final levy can be lower than the maximum certified but cannot be increased over the maximum levy approved.

County Goals (Check those advanced by Action)

 □ Well-being ☑ Prosperity ☑ Opportunity □ Accountability

Racial Equity Impact

The racial equity impact of departments, programs, and services is included in the approved 2022-23 biennial budget documents - information is online at https://www.ramseycounty.us/your-government/budget-finance. They are also included in performance measures information available from the county's open data portal, available online at https://opendata.ramseycounty.us/. These impacts were discussed during the 2022-23 biennial budget hearings held by the Ramsey County Board in August and September of 2021, and during the 2023 supplemental budget and performance measures presentations in September of 2022.

Service team presentations on the supplemental budget and performance measures took place on September 6, 12 and 13, 2022

Community Participation Level and Impact

On this specific action, the community participation level is to inform. This is one action in the larger county process of proposing and approving its budget.

Two public hearings are incorporated in the budget process and scheduled for the public to comment on the 2023 supplemental budget and performance measures. The public hearings are scheduled for:

- Tuesday, September 13, 2022 at 5 p.m. Council Chambers, Ramsey County Courthouse.
- Monday, November 28, 2022 at 6:30 p.m. Roseville Library.

Item Number	: 2022-483	Meeting Date: 9/27/2022		
☐ Inform	☐ Consult	☐ Involve	☐ Collaborate	☐ Empower
•	operty tax of \$354,123 % of the total proposed	* · · · · · · · · · · · · · · · · · · ·	•	ase over 2022. This funding will
			he 2023 proposed s	upplemental budget and
Attachments None.				