

Dakota County

Community Services Committee of the Whole

Agenda

Tuesday, November 29, 2022

9:00 AM

Conference Room L139 Western Service Center, Apple Valley

If you wish to speak to an agenda item or an item not on the agenda, please notify the Clerk to the Board via email at CountyAdmin@co.dakota.mn.us

Emails must be received by 7:30am on the day of the meeting.

Instructions on how to participate will be sent to anyone interested.

1. Call To Order And Roll Call

Note: Any action taken by this Committee of the Whole constitutes a recommendation to the County Board.

2. Audience

Anyone in the audience wishing to address the Committee on an item not on the Agenda or an item on the Consent Agenda may send comments to CountyAdmin@co.dakota.mn.us and instructions will be given to participate during the meeting. Verbal comments are limited to five minutes.

3. Approval Of Agenda (Additions/Corrections/Deletions)

3.1 Approval Of Agenda (Additions/Corrections/Deletions)

4. Consent Agenda

- **4.1** Approval Of Minutes Of Meeting Held On November 1, 2022
- **4.2** Employment and Economic Assistance Authorization To Execute Contract With Avivo For Minnesota Family Investment Program Employment Services
- 4.3 Public Health Authorization To Accept A Gift From HealthPartners To Dakota County In Support Of Public Health And Amend 2022 Public Health Budget
- 4.4 Public Health Authorization To Execute Joint Powers Agreement With Independent School District 196 For Infant Feeding Support Group
- **4.5** Social Services Authorization To Execute Amendment With 360 Communities For Family Homelessness Prevention And Assistance Utilizing Minnesota Housing Finance Agency Program Grant Funds

- **4.6** Social Services Authorization To Execute Contract With 360 Communities For Dakota County Housing Clinic Housing Support Workers
- 5. Regular Agenda
 - **5.1** Public Health Update On Dakota County Opioid Settlement Response
 - **5.2** Social Services Update On Emergency Shelter Development
- 6. Community Services Directors Report
- 7. Adjournment
 - **7.1** Adjournment

For more information please call 651-554-5742.

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Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1603 Agenda #: 3.1 Meeting Date: 11/29/2022

Approval Of Agenda (Additions/Corrections/Deletions)



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1604 Agenda #: 4.1 Meeting Date: 11/29/2022

Approval Of Minutes Of Meeting Held On November 1, 2022



Dakota County

Community Services Committee of the Whole Minutes

Tuesday, November 1, 2022

1:00 PM

Conference Room 3A, Administration Center, Hastings

Second: Joe Atkins

Second: Joe Atkins

1. Call To Order And Roll Call

Present: Commissioner Slavik, Commissioner Gaylord, Chairperson

Halverson, Commissioner Atkins, Commissioner Workman, Commissioner Holberg and Commissioner Hamann-Roland

Also in attendance were Matt Smith, County Manager; Jen Wolf, Assistant County Attorney; Marti Fischbach, Community Services Division Director; Colleen Collette, Administrative Coordinator.

The meeting was called to order at 9:00 a.m. by the Chair, Commissioner Laurie Halverson.

The audio of this meeting is available upon request.

2. Audience

Commissioner Laurie Halverson asked if there was anyone in the audience that wished to address the Committee. No one came forward and no one submitted comments to CountyAdmin@co.dakota.mn.us.

3. Approval Of Agenda (Additions/Corrections/Deletions)

3.1 Approval Of Agenda (Additions/Corrections/Deletions)

Motion: Mary Hamann-Roland

On a motion by Commissioner Hamann-Roland, seconded by Commissioner Atkins, the agenda was unanimously approved. The motion carried unanimously.

Ayes: 7

4. Consent Agenda

Motion: Kathleen A. Gaylord

On a motion by Commissioner Gaylord, seconded by Commissioner Atkins, the consent agenda was unanimously approved as follows:

4.1 Approval Of Minutes Of Meeting Held On October 11, 2022

Motion: Kathleen A. Gaylord Second: Joe Atkins

4.2 Authorization To Execute A Contract, Contract Amendments And Execute Joint Powers Agreements For Community Corrections Services

Motion: Kathleen A. Gaylord

Second: Joe Atkins

WHEREAS, Community Corrections supervises adults and juveniles placed on probation by the courts; and

WHEREAS, probation staff focuses on community safety and reducing recidivism in their supervision of these individuals; and

WHEREAS, supervision, services and court-ordered programs are provided through direct care delivery and purchased services and a variety of services are in place to meet the varied needs of these individuals; and

WHEREAS, Sentence to Service (STS) provides supervised work crews for non-violent adults receiving probation services as an alternative to being ordered to jail; and

WHEREAS, by Resolution No.19-868 (December 3, 2019), the Dakota County Board of Commissioners authorized execution of a JPA with Independent School District (ISD) 917 for education services at the Juvenile Service Center for the period January 1, 2020 through December 31, 2022; and

WHEREAS, by Resolution No. 20-618 (December 8, 2020), the Dakota County Board of Commissioners authorized execution of contracts with the following vendors and services: General Security Services Corporation (GSSC) for Sentence to Serve Work Crews Supervision with a not to exceed amount of \$609,000 for the period of January 1, 2021 to December 31, 2022, and Nystrom & Associates for Juvenile Wrap Around Services with a not to exceed amount of \$120,000 for the period of January 1, 2021 to December 31, 2022; and

WHEREAS, staff is requesting authorization to execute a new contract with GSSC in a not to exceed amount of \$609,000 for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, a contract amendment is requested to the Nystrom and Associates contract extending the expiration date to December 31, 2023, increasing the not to exceed amount from \$120,000 to \$180,000; and

WHEREAS, a contract amendment is requested to extend the expiration date to December 31, 2023, for Life Development Resources for Adult Sex Offender Treatment Services, increasing the not to exceed amount from \$75,000 to \$128,000; and

WHEREAS, solicitations for these services is to be completed in 2023 as solicitations for services were not completed in 2021 or 2022 due to COVID 19; and

WHEREAS, staff recommends executing a JPA with ISD 917 for education services at the Juvenile Service Center for the period of January 1, 2023 through December 31, 2025; and

WHEREAS, staff recommends executing JPA's with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Lakeville, and MnDOT for the purchase of STS services from Dakota County at a cost of \$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, for the period of January 1, 2023 through December 31, 2023; and

WHEREAS, funding for these contracts and revenue from STS-related joint powers agreements with public entities will be included in the 2023 County Manager's Recommended Budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute amendments to the contracts with the following vendors at the rates listed for Community Corrections services for the period of January 1, 2023 through December 31, 2023, subject to approval by the County Attorney's Office as to form:

Agency: Life Development Resources

- 1. Service: Adult Sex Offender Treatment Services
 - a. Group Therapy Rate: \$83.00 per session
 - b. Individual/Conjoint Sessions: \$172.00 per session
 - c. Intake (Diagnostic Interview): \$430.00 per session

Agency: Nystrom & Associates

- 1. Service: Wrap-Around Dual Diagnosis Facilitation Services
 - a. Rate: \$52.00 per hour

Agency: General Security Services Corporation (GSSC)

- 1. Service: Sentence to Service Work Crew Supervision
 - a. Rate: \$357.00 per work crew day

; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute joint powers agreements as presented with Independent School District 917 for education services at the Juvenile Service Center for the period of January 1, 2023 through December 31, 2025; and

BE IT FURTHER RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute joint powers agreements as presented with the Cities of Apple Valley, Burnsville, Eagan, Farmington, Lakeville and with the Minnesota Department of Transportation for the purchase of guaranteed Sentence to Service work crew days at a rate of

Second: Joe Atkins

\$481.00 per day for five or more workers per crew, and \$240.50 per day for work crews with less than five workers, for the period of January 1, 2023 through December 31, 2023; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, consistent with the amount budgeted, to alter the number and types of clients served, types of services provided, service rates, contract amount and the contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form.

This item was approved and recommended for action by the Board of Commissioners on 11/15/2022.

4.3 Authorization To Execute Twin Cities Public Health And Environmental Health Entities In Minnesota Mutual Aid Agreement

Motion: Kathleen A. Gaylord

WHEREAS, the Dakota County Board of Commissioners acts as the Community Health Board, and has responsibility to prevent disease, promote and protect the health and safety of County residents; and

WHEREAS, Dakota County has participated in and benefits from the implementation of regional public health preparedness initiatives; and

WHEREAS, emergencies may occur in the future that will require local public health and environmental health entities to come to the aid and assistance of other local public health and environmental health entities; and

WHEREAS, by Resolution No. 06-265 (June 20, 2006), the County Board authorized the execution of the first Public Health Mutual Aid Agreement, initiated by Hennepin County and represented 11 local public health agencies in the metropolitan region; and

WHEREAS, the Twin Cities Public Health and Environmental Health Entities in Minnesota Mutual Aid Agreement (Mutual Aid Agreement) agreement has been in place by Resolution Nos. 07-542 (November 27, 2007), 11-588 (December 13, 2011), and 12-566 (November 20, 2012); and

WHEREAS, the current Mutual Aid Agreement in place was authorized by Resolution No. 17-574 (November 14, 2017), and expires on December 31, 2022; and

Second: Joe Atkins

WHEREAS, staff recommends authorization to execute the Mutual Aid Agreement for the period of January 1, 2023 through December 31, 2027, between the Counties of Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, and Washington, the Cities of Bloomington, Brooklyn Park, Edina, Maplewood, Minneapolis, Minnetonka, Saint Paul, Richfield, and Wayzata, and the University of Minnesota; and

WHEREAS, the Dakota County Attorney's Office, did not have any issues with the minor changes and approved the Mutual Aid Agreement, pending County Board authorization.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the County Board Chair to execute the Twin Cities Public Health and Environmental Health Entities in Minnesota Mutual Aid Agreement for the period of January 1, 2023 through December 31, 2027, subject to approval by the County Attorney's Office as to form.

This item was approved and recommended for action by the Board of Commissioners on 11/15/2022.

4.4 Authorization To Execute Contract Amendments For Shelter Services

Motion: Kathleen A. Gaylord

WHEREAS, the Housing section in the Social Services Department provides both in-house and contracted services across the service continuum; and

WHEREAS, contracted services include street outreach, intake and assessment, emergency shelter, transitional housing, permanent supportive housing, and housing search and stability services; and

WHEREAS, throughout the COVID-19 pandemic, Dakota County increased emergency shelter capacity in hotels; and

WHEREAS, to ensure high quality services, Dakota County conducted a full Request for Proposal (RFP) process in summer 2021 for five housing services; and

WHEREAS, a review committee comprised of staff from across Social Services reviewed and scored proposals from six vendors and recommended authorization to execute contracts for hotel housing services with Ally Supportive Services, LLC, The Link, and Extended Stay America Management, LLC; and

WHEREAS, by Resolution Nos. 21-580 and 21-596 (December 14, 2021), the Dakota County Board of Commissioners authorized contracts for hotel shelter services with Ally Supportive Services, LLC, The Link, and Extended Stay America Management, LLC for the period of January 1, 2022 through June 30, 2022; and

WHEREAS, by Resolution No. 22-252 (June 21, 2022), the Dakota County Board of Commissioners authorized amendments for the same vendors to allow services to continue through December 31, 2022; and

WHEREAS, on March 15, 2022, the Dakota County Board of Commissioners heard an update on research and recommendations for a permanent emergency shelter facility; and

WHEREAS, in order to accommodate continued shelter planning and shelter services, staff recommends continuing with hotel shelter contracts for 2023 to ensure continuity of emergency shelter services while long-term planning continues, by which funding for this activity comes from federal, state and local funds.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute hotel shelter contracts for the dates specified below, and increase the not to exceed contract amounts as follows, subject to approval by the County Attorney's Office as to form:

Service - Agency: Not to Exceed Amount, Dates

- Hotel Shelter-Single Adults Ally Supportive Services, LLC: \$281,400,
 January 1- April 15, 2023
- Hotel Shelter-Youth Ages 18-24 The Link: \$565,602, January 1 -December 31, 2023
- Hotel Shelter-Single Adults Extended Stay America Management, LLC: \$1,000,000, January 1 - December 31, 2023

; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from the county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

This item was approved and recommended for action by the Board of Commissioners on 11/15/2022.

4.5 Authorization To Execute Contract With Center City Housing Corp. For Cahill Place Services

Second: Joe Atkins

Motion: Kathleen A. Gaylord

WHEREAS, Cahill Place Apartments is a supportive housing apartment program in Inver Grove Heights; and

WHEREAS, the building has 40 two and three-bedroom units and is dedicated to families who have experienced homelessness and housing instability; and

WHEREAS, this project is a collaboration between Center City Housing Corp. (developer), the Dakota County Community Development Agency (CDA) (capital funding and project-based housing vouchers), and Dakota County (support service funding), among other partners and funders; and

WHEREAS, in February 2019, Dakota County Social Services issued a Request for Proposals for the onsite support services at Cahill Place; and

WHEREAS, two proposals were received, and a selection committee comprised of staff from the CDA and Social Services selected Center City Housing Corp. as the service provider; and

WHEREAS, by Resolution 20-195 (April 20, 2020), the Dakota County Board of Commissioners authorized execution of a contract with Center City Housing Corp. in an amount not to exceed \$650,000 annually; and

WHEREAS, staff recommends authorizing execution of a new contract for the term of January 1, 2023 through December 31, 2023, in a contract amount not to exceed \$650,000; and

WHEREAS, Center City Housing Corp. will provide the same and or similar services as they did in the prior contract.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Center City Housing Corp. for onsite supportive services at Cahill Place Apartments in Inver Grove Heights, for the period of January 1, 2023 through December 31, 2023, in a contract amount not to exceed \$650,000, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to the approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that

Second: Joe Atkins

allows the County to immediately terminate the contracts in the event sufficient funds from the county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

This item was approved and recommended for action by the Board of Commissioners on 11/15/2022.

4.6 Authorization To Execute Three Contracts With Guild, Inc., For Rental Assistance Administration And Case Management

Motion: Kathleen A. Gaylord

WHEREAS, Dakota County issued a Request for Proposals (RFP) for a vendor to provide rental assistance administration services on behalf of Dakota County Social Services in 2018; and

WHEREAS, by Resolution No. 18-425 (August 21, 2018), the Dakota County Board of Commissioners authorized the Community Services Director to contract with Hearth Connection for rental assistance administration; and

WHEREAS, by Resolution Nos. 19-850 (November 26, 2019), and 20-238 (May 12, 2020), the Dakota County Board of Commissioners authorized the Community Services Director to execute renewal contracts with Hearth Connection to provide rental assistance; and

WHEREAS, Hearth Connection subcontracted with Guild to provide case management; and

WHEREAS, Rental Assistance resources included in the RFP are U.S. Department of Housing and Urban Development (HUD) Continuum of Care Rapid Re-Housing (CoC RRH) and HUD Emergency Solutions Grant Rapid Re-Housing (ESG RRH); and

WHEREAS, Dakota County is the grant recipient for the CoC RRH program and the administrator on behalf of the CDA for the ESG RRH program; and

WHEREAS, these relationships will remain in place with the selection of a Rental Assistance Administrator; and

WHEREAS, the HUD CoC RRH funds are secured annually through a competitive grant process that runs from June 1 through May 31 of each year and is anticipated to renew, serving 48 family households at a time; and

WHEREAS, total rental assistance, application fee, security deposit and administration funds currently available are \$329,500 for the grant year and must be spent within each grant period; and

WHEREAS, the HUD ESG RRH funds are secured annually through a formula allocation that runs from July 1 through June 30 of each year and is anticipated to renew, serving approximately 5 households (singles and families) at a time; and

WHEREAS, total rental assistance, application fee, security deposit and administrative funds currently available are \$50,000 for the grant year and must be spent within 18 months of the beginning of the grant period; and

WHEREAS, rental assistance administration includes: management of RRH rental assistance budgets and rent payments to landlords, management of program participant file and documentation requirements per program regulations, connection of participants to required case management services, and provision of all data entry; and

WHEREAS, to simplify administration, staff recommends that Dakota County contract directly with Guild to provide both rental assistance and case management services; and

WHEREAS, Dakota County will issue a solicitation for this service for 2024 contracts.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute contracts for rental assistance administration and case management with Guild Inc., as follows, subject to approval by the County Attorney's Office as to form:

Service: Term, Amount

- HUD Continuum of Care Rental Assistance Administration: date of execution through May 31, 2023, \$329,500
- HUD Emergency Solutions Grant Rental Assistance Administration: date of execution through June 30, 2023, \$50,000
- County-funded rental assistance: date of execution through December 31, 2023, \$610,000

; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to the approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient

funds from the county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

This item was approved and recommended for action by the Board of Commissioners on 11/15/2022.

5. Regular Agenda

5.1 Financial Empowerment Services Update

Sue Krey, Programs Operations Manager, and Julie Killian, Program Supervisor, both from Employment and Economic Assistance, presented on this item and stood for questions. This item was on the agenda for informational purposes only. No staff direction was given by the Committee.

Information only; no action requested.

5.2 Refugee Health Board Update 2022

Christine Lees, Supervisor, and Katelyn Johnstone, Administrative Manager, both from Public Health, presented on this item and stood for questions. This item was on the agenda for informational purposes only. No staff direction was given by the Committee.

Informational only; no action requested.

6. Community Services Directors Report

Marti Fischbach, Division Director, referred the Committee to the written repot that was provided to them. She highlighted the item regarding adding capacity to the Social Services Department's leadership team and then stood for questions.

7. Adjournment

7.1 Adjournment

Motion: Mike Slavik

Second: Mary Hamann-Roland

On a motion by Commissioner Mike Slavik, seconded by Commissioner Mary Hamann-Roland, the meeting was adjourned at 2:00 p.m.

Ayes: 7

Respectfully submitted,

Colleen Collette, Administrative Coordinator Community Services Division



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-983 Agenda #: 4.2 Meeting Date: 11/29/2022

DEPARTMENT: Employment and Economic Assistance

FILE TYPE: Consent Action

TITLE

Authorization To Execute Contract With Avivo For Minnesota Family Investment Program Employment Services

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with Avivo for Minnesota Family Investment Program (MFIP) employment services.

SUMMARY

The County is required to administer the MFIP program for eligible Dakota County residents. MFIP is funded through Temporary Assistance to Needy Families (TANF) funds and provides public financial assistance, supportive services, and employment and training services with the goal of helping clients achieve sustainable self-sufficiency. The Dakota-Scott Workforce Development Board (WDB) provides a recommendation to the County Board on the MFIP program to better coordinate all training and employment services, including Workforce Innovation and Opportunity Act (WIOA) and TANF programs.

A Request for Proposal (RFP) of MFIP employment services was issued on August 29, 2016. Two proposals were received. Upon careful review of the proposals, the WDB's Evaluation Committee members selected the proposal for Avivo, and the WDB approved the committee's recommendation at its October 21, 2016, meeting (Attachment: Solicitation Summary). The WDB recommended to delay a new RFP until 2023 due to the federal public health emergency.

By Resolution No. 21-583 (December 14, 2021), the Dakota County Board of Commissioners authorized execution of a contract with Avivo for the provision of MFIP Employment Services in an amount not to exceed \$983,244 for the period of January 1, 2022 through December 31, 2022.

The WDB's Executive Committee has recommended executing a contract with Avivo and on October 28, 2022, the WDB approved executing a contract with Avivo in an amount not to exceed \$1,043,244 for the period of January 1, 2023 through December 31, 2023.

OUTCOMES

 1,463 clients received employment services from January 1, 2022 through October 31, 2022, with 707 people exiting. The average wage at exit for those with employment was \$17.55 per hour. Item Number: DC-983 Agenda #: 4.2 Meeting Date: 11/29/2022

- 271 clients had "successful exits". 269 clients had unsubsidized employment, 2 clients were on Social Security Insurance or Retirement, Survivors, and Disability Insurance.
- Other reasons for exits include: 30 not extended/60 months; 4 no longer in household; 21 no eligible child; 9 moved from state; 99 moved from County; 147 failure to file (Household Report Form or Recertification); 2 sanction/closed; 75 administrative separation; 21 voluntary separation; and 26 other.

See Attachment: Outcomes, for additional outcomes data.

These same outcomes will be tracked in 2023 to meet state and federal requirements for these services.

RECOMMENDATION

Staff recommends executing a contract with Avivo in an amount not to exceed \$1,043,244 for the period of January 1, 2023 through December 31, 2023.

EXPLANATION OF FISCAL/FTE IMPACTS

The total budget amount of \$1,043,244 for this contract is included in the 2023 County Manager's Recommended Budget. Of the total contract amount budgeted, 100 percent is federal funds. This contract will contain a provision that allows the County to immediately terminate the contract in the event sufficient funds from county, state or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

□ None	□ Current budget	□ Other	
☐ Amendment I	Requested	☐ New FTE(s) requeste	d

RESOLUTION

WHEREAS, Dakota County implements Minnesota Family Investment Programs (MFIP) to eligible Dakota County residents; and

WHEREAS, a competitive Request for Proposal (RFP) for MFIP Employment Services was issued on August 29, 2016; and

WHEREAS, upon careful review of the proposals, the Evaluation Committee members of the Dakota-Scott Workforce Development Board (WDB) selected the proposal for Avivo, and the WDB approved the committee's recommendation at its October 21, 2016, meeting; and

WHEREAS, by Resolution No. 21-583 (December 14, 2021), the Dakota County Board of Commissioners authorized execution of a contract with Avivo for the provision of MFIP Employment Services in an amount not to exceed \$983,244 for the period of January 1, 2022 through December 31, 2022; and

WHEREAS, the WDB Executive Committee has recommended executing a contract with Avivo and on October 28, 2021, the WDB approved executing a contract with Avivo in an amount not to exceed \$1,043,244 for the period of January 1, 2023 through December 31, 2023; and

Item Number: DC-983 Agenda #: 4.2 Meeting Date: 11/29/2022

WHEREAS, staff recommends executing a contract with Avivo in an amount not to exceed \$1,043,244 for the period of January 1, 2023 through December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with Avivo to provide employment and obtain case management services and job club services for Minnesota Family Investment Programs participants in an amount not to exceed \$1,043,244 for the period of January 1, 2023 through December 31, 2023, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contract, consistent with the Minnesota Family Investment Programs Employment Services grants awarded by the Minnesota Department of Human Services and the Minnesota Department of Employment and Economic Development, to alter the number and types of clients served, types of services provided, contract amount, reporting requirements, and contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That this contract shall contain a provision that allows the County to immediately terminate the contract in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

PREVIOUS BOARD ACTION

21-583, 12/14/21

ATTACHMENTS

Attachment: Solicitation Summary

Attachment: Outcomes

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BOARD GOALS ☐ A Great Place to Live ☒ A Successful Place for	Business and Jobs	☐ A Healthy Env☐ Excellence in	
PUBLIC ENGAGEMENT L ☐ Inform and Listen	EVEL ☐ Discuss	☐ Involve	⊠ N/A
CONTACTS			

Department Head: Nadir Abdi

Author: Jill Pittelkow

Solicitation Summary

Number of Proposals Received: 2

Review Team Agencies: Two separate sub-committees; one comprised of Dakota-Scott Workforce Development Board (WDB) members and the other consisted of staff.

Services Description: This RFP was issued to solicit a contractor or contractors to provide MN Family Investment Program (MFIP) participants with assistance in overcoming barriers to employment and other relevant services that lead to independence from public assistance and result in long term self-sufficiency.

Primary Deliverables: Provide comprehensive employment and training services to MFIP participants. This includes but is not limited to:

- Employment services
- Assessment of skills, interests, aptitudes, abilities and supportive service needs
- Case management services
- Job club and job development
- Employability skills training
- Financial literacy
- English Language Learners (ELL) assessment, referral, and services
- Cultural competency
- Assistance with job placement, referrals, including apprenticeships and other work experience
- Retention and follow-up services up to 1 year.

Solicitation Selection Criteria:

- The quality of the program design
- The quality and completeness of the information contained in the required program categories below :
 - Staff Development and Supervision
 - o Financial Literacy, ELL, and Racial Disparities
 - o Service Delivery Experience
 - Organizational Capacity
 - o Performance Goals
 - Program budget
- The quality and completeness of the service provider fact sheet, performance goals, and program budget estimator.

Evaluation Results: The RFP review team recommended contracting with Resource, Inc. (now known as Avivo).

Rationale of Recommended Vendor: Both HIRED and DEED Job Service has provided case management services to MFP participants in Dakota County since 2007 with consistent and reliable case management along with strong performance outcomes.

MN Family Investment Program (MFIP) – 2022 (1/1/22-10/31/22)

Source: Federal Department of Health & Human Services, MN Department of Human Services and Minnesota Department and Employment and Economic Development

Purpose of Grant: To provide employment and training services and income maintenance services to MFIP-eligible participants. Program participants are eligible for up to 60 months of support, barring no exceptions.

Who is served/eligible: Low income families that meet certain income requirements. Note: Enrollments were significantly impacted by COVID.

How served: MFIP participants are assigned to a financial worker and employment counselor to receive income maintenance and employment counseling and training services.

Provider: Avivo, Contract: \$983,244.

How much did we do	?	How well did we do it?		Is anyone better	off?	
Number Served	1,463	Average Time in Program (days)	373	Exits	728	
New Enrollments	643	Self-Support Index)	Within	Average Wage at Enrollment	\$13.09	
				Successful Exits**	282	38.7%
				Increase at Placement	\$17.63	34.6%

^{**}Successful exits include:

- -Entered registered apprenticeship program
- -Entered unsubsidized employment
- -Found ineligible
- -Started business/self-employed



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1559	Agenda #: 4.3	Meeting Date: 11/29/2022
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DEPARTMENT: Public Health **FILE TYPE:** Consent Action

TITLE

Authorization To Accept A Gift From HealthPartners To Dakota County In Support Of Public Health And Amend 2022 Public Health Budget

PURPOSE/ACTION REQUESTED

Authorize acceptance of a gift in the form of a \$100,000 unrestricted grant from HealthPartners in support of the work in the Public Health Department and amendment to the 2022 Public Health Budget.

SUMMARY

By Resolution No. 09-246 (May 19, 2009), it is required that gifts of real or personal property exceeding \$500 in value must be accepted by resolution of the County Board. In September 2022, Dakota County received notification of being awarded an unrestricted grant in the amount of \$100,000 in support of the work in the Public Health Department. The goal is that Dakota County use the grant to benefit HealthPartners Medicaid members. Activities may include:

- General support done by both public health and social services
- Support family home visiting
- Support behavioral health care and services
- Support services needs post pandemic

A letter signed by the Board Chair will be sent to HealthPartners to thank them for their contribution to the Public Health Department (Attachment: Thank You Letter).

RECOMMENDATION

Staff recommends County Board authorization to accept the gift in the amount of a \$100,000 unrestricted grant from HealthPartners to the Public Health Department and to amend the 2022 Public Health Budget.

EXPLANATION OF FISCAL/FTE IMPACTS

· ·	net county cost as a result of flect this grant award.	of this action.	The 2022 Public Health Budget will be
☐ None	☐ Current budget	☐ Other	

☐ New FTE(s) requested

Item Number: DC-1559 Agenda #: 4.3 Meeting Date: 11/29/2022

RESOLUTION

WHEREAS, by Resolution No. 09-246 (May 19, 2009), it is required that gifts of real or personal property exceeding \$500 in value must be accepted by resolution of the County Board; and

WHEREAS, in September 2022, Dakota County received notification of being awarded an unrestricted grant in the amount of \$100,000 in support of the work in the Public Health Department; and

WHEREAS, the goal is that Dakota County uses the grant to benefit HealthPartners Medicaid members which may include the following activities:

- General support done by both public health and social services
- Support family home visiting
- Support behavioral health care and services
- Support services needs post pandemic

; and

WHEREAS, a letter signed by the Board Chair will be sent to HealthPartners to thank them for their contribution to the Public Health Department; and

WHEREAS, the Dakota County Public Health Department recommends acceptance of this gift and an amendment to the budget.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby accepts the gift from HealthPartners and expresses its appreciation for this generous gift; and

BE IT FURTHER RESOLVED, That the 2022 Public Health Budget is hereby amended as follows:

Expense

Program Expenses \$100,000 **Total Expense** \$100,000

Revenue

Grant Revenue \$100,000 **Total Revenue** \$100,000

PREVIOUS BOARD ACTION

09-246; 5/19/09

ATTACHMENTS

Attachment: Thank You Letter

Item Number: DC-1559	Agend	da #: 4.3	Meeting Date: 11/29/2022
BOARD GOALS ☑ A Great Place to Live ☐ A Successful Place for	Business and Jobs	☐ A Healthy En ☐ Excellence in	
PUBLIC ENGAGEMENT L ☐ Inform and Listen	EVEL □ Discuss	☐ Involve	⊠ N/A

CONTACTS

Department Head: Gina Adasiewicz

Author: Gina Adasiewicz



Pahoua Hoffman
Senior Vice President of
Community and Government Relations
HealthPartners
8170 33rd Ave South
Bloomington, MN 55425

November 30, 2022

Dear Ms. Hoffman:

Thank you for the generous gift of \$100,000 grant to Dakota County to be used for the work performed in Public Health. We have several options to utilize these funds to keep our communities healthy. We will update you as we finalize our plans.

We truly appreciate your partnership and support of Dakota County and the work you do to support the community.

Best Regards,

Kathleen A. Gaylord, Chair Dakota County Board of Commissioners

Gina Adasiewicz Director, Public Health

cc: Dakota County Board of Commissioners Matt Smith, Dakota County Manager Marti Fischbach, Dakota County Community Services Division Director



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1489 Agenda #: 4.4 Meeting Date: 11/29/2022

DEPARTMENT: Public Health **FILE TYPE:** Consent Action

TITLE

Authorization To Execute Joint Powers Agreement With Independent School District 196 For Infant Feeding Support Group

PURPOSE/ACTION REQUESTED

Authorize execution of a joint powers agreement (JPA) with Independent School District 196 (ISD 196) for an infant feeding support group.

SUMMARY

Research shows that breastfeeding offers many health benefits for infants and mothers, as well as potential economic and environmental benefits for communities.

Dakota County Public Health identified a need for services around lactation and breastfeeding support to residents in Dakota County. Lactation support is limited in Dakota County, not only within the community, but also within the health care setting. The most recent birth data from 2018, shows of the three hospitals located in Dakota County, Fairview Ridges Hospital had the largest percentage of births at 48 percent. Most hospitals offer outpatient lactation support, but transportation can be a barrier, especially considering that majority of births of Dakota County residents occur outside of the county according to the 2015 Dakota County Community Breastfeeding Assessment. The assessment also identified that many clinics refer lactation concerns to one central clinic, which typically was outside of Dakota County. The first twelve weeks of an infant's life are a critical time for infant nutrition, especially breastfeeding.

Dakota County Public Health and ISD 196 Early Childhood Family Education are partnering to provide a weekly infant feeding support group at the Dakota Valley Learning Center in Apple Valley. The group facilitators include Family Home Visiting nurses, Women, Infants and Children (WIC) lactation consultants, and an ISD 196 parent educator. The purpose of the group is to provide families an opportunity to have access to lactation support, information, and assistance from peers and lactation professionals on a consistent and regular basis at critical points during early infant nutrition. The target audience is all families providing human milk to their infants within Dakota County. The target age of infants is newborn to 12 weeks. There is no cost to families, and they can continue to participate after 12 weeks of age if they desire. In addition, the group will be open to pregnant individuals looking for lactation information, support, and connection with others in the community.

Staff recommends executing a JPA with ISD 196 for the parties to agree to their respective responsibilities, effective upon execution of the JPA through June 30, 2024 (Attachment: Joint

Item Number: DC-1489	Agenda #: 4.4	Meeting Date: 11/29/2022

Powers Agreement with ISD 196).

OUTCOMES

How much?

Almost 90 percent of Dakota County WIC participants initiate breastfeeding.

How Well?

At three months, 52 percent of these WIC participants stopped breastfeeding.

Is anyone better off? Breastfeeding provides essential nutrition for an infant, provides some protection against common childhood infections, and lowers the risk of Sudden Infant Death Syndrome (SIDS). Research also shows that early skin-to-skin contact and suckling may have physical and emotional benefits as well. Breastfeeding support groups have demonstrated success in helping families reach their breastfeeding goals.

RECOMMENDATION

Staff recommends authorization to execute a JPA with ISD 196 for an infant feeding support group effective upon execution by all parties through June 30, 2024.

EXPLANATION OF FISCAL/FTE IMPACTS

There is \$0 net impact to the budget as there are no dollars associated with this JPA.						
⊠ None □ Amendmen	☐ Current budget t Requested	☐ Other☐ New FTE(s) requested				

RESOLUTION

WHEREAS, research shows that breastfeeding offers many health benefits for infants and mothers, as well as potential economic and environmental benefits for communities; and

WHEREAS, Dakota County Public Health identified a need for services around lactation and breastfeeding support to residents in Dakota County; and

WHEREAS, lactation support is limited in Dakota County, not only within the community, but also within the health care setting; and

WHEREAS, of the three hospitals that are located within Dakota County, Fairview Ridges Hospital had the largest percentage of births at 48 percent (data from 2018 births) and most hospitals offer outpatient lactation support, but transportation can be a barrier, especially considering that majority of births of Dakota County residents occur outside of the county according to the 2015 Dakota County Community Breastfeeding Assessment; and

WHEREAS, the assessment also identified many clinics refer lactation concerns to one central clinic, which typically was outside of Dakota County; and

WHEREAS, the first twelve weeks of an infant's life are a critical time for infant nutrition, especially breastfeeding; and

WHEREAS, Dakota County Public Health and Independent School District 196 (ISD 196) Early

Item Number: DC-1489	Agenda #: 4.4	Meeting Date: 11/29/2022
Childhood Family Education are par Dakota Valley Learning Center in A	• .	ant feeding support group at the
WHEREAS, the group facilitators in actation consultants, and an ISD 19	,	rses, Women, Infants and Children
WHEREAS, the purpose of the grous support, information, and assistance regular basis at critical points during providing human milk to their infants and	e from peers and lactation prof g early infant nutrition with the t	essionals on a consistent and target audience being families
WHEREAS, there is no cost to familithey desire; and	lies, and they can continue to բ	participate after 12 weeks of age if
WHEREAS, the group will be open and connection with others in the co		for lactation information, support,
WHEREAS, staff recommends exectors agree to their respective responsions 2024; and		nt (JPA) with ISD 196 for the parties on of the JPA through June 30,
WHEREAS, staff recommends auth 2025, subject to approval by the Co	•	ment for one year through June 30, m.
NOW, THEREFORE, BE IT RESOL authorizes the Community Services School District 196 for an infant feed June 30, 2024, subject to approval I	Director to execute a joint pow ding support group effective up	vers agreement with Independent oon execution of the parties through
BE IT FURTHER RESOLVED, That said joint powers agreement contract approval by the County Attorney's C	ct term, consistent with County	
PREVIOUS BOARD ACTION None.		
ATTACHMENTS Attachment: Joint Powers Agreeme	nt with ISD 196	

☐ Discuss

☐ A Healthy Environment

☐ Involve

☐ Excellence in Public Service

 \bowtie N/A

BOARD GOALS

☑ A Great Place to Live

☐ Inform and Listen

PUBLIC ENGAGEMENT LEVEL

☐ A Successful Place for Business and Jobs

Item Number: DC-1489 Agenda #: 4.4 Meeting Date: 11/29/2022

CONTACTS

Department Head: Gina Adasiewicz

Author: Patsy Straus

JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA AND INDEPENDENT SCHOOL DISTRICT 196 FOR BREASTFEEDING SUPPORT GROUP SERVICES

This Agreement is between County of Dakota, through its Department of Public Health, hereinafter "County," and Independent School District 196, 3455 153rd Street West, Rosemount, MN 55068, hereinafter "School District." This Agreement uses the word "Parties" for both County and School District.

WHEREAS, the County and the School District are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the County and the School District would like to jointly offer a Breastfeeding Support Group ("Support Group") to Dakota County residents;

WHEREAS, the School District is willing to provide the location for the Support Group meetings, as well as a staff member to assist in coordinating the Support Group;

WHEREAS, Dakota County is willing to provide staff from its Public Health Department to work with the School District to facilitate the Support Group, and

WHEREAS, the Parties' respective governing boards have authorized the Parties to enter into this Agreement.

Now, Therefore, in consideration of the mutual promises and agreements contained herein the Parties agree as follows:

1. GENERAL PROVISIONS

- 1.1 <u>Purpose</u>. The purpose of this Agreement is to define the rights and obligations of the County and the School District with respect to the provision of the Support Group defined herein.
- 1.2 <u>Cooperation</u>. The County and the School District shall cooperate and use their best efforts to fulfill their respective obligations in this Agreement. The Parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.
- 1.3 <u>Term.</u> This Agreement is effective and enforceable from the date the Agreement is fully executed to June 30, 2024. This Agreement may be renewed upon written agreement of the Parties' Liaisons in Article 7.1 by or before April 1 of each year.
- 1.4 Services. The Services may include, but not be limited to, coordinating a safe and supportive environment, facilitating Support Group meetings, providing public health information and making referrals to other resources as needed.

2. COUNTY'S RIGHTS AND OBLIGATIONS

The County will:

- A. Provide Public Health staff to facilitate Support Group meetings and to perform other Services on mutually agreed-upon dates and locations;
- B. Have the right to promote the dates, times and locations of Support Group meetings to county residents; and
- C. Draft forms to be signed by each participant, including Tennessen Warnings and consent forms the County requires pursuant to the Minnesota Government Data Practices Act (MGDPA).

3. SCHOOL DISTRICT'S RIGHTS AND OBLIGATIONS

The School District will:

- A. Provide staff to assist the County in coordinating the Support Group on mutually agreed-upon dates and locations:
- B. Designate a specific room or area in one or more of its sites where the Support Group may be held on the dates specified herein, and to ensure that the school and designated room or area will be accessible to the Support Group participants on the scheduled dates;
- C. Provide access to public wireless internet;
- D. Have the right to promote the dates, times and locations of Support Group meetings; and
- E. Draft forms to be signed by each participant, including Tennessen Warnings and consent forms the School District requires pursuant to the Minnesota Government Data Practices Act (MGDPA).

4. LIMITATION OF LIABILITY

- 4.1 <u>Liable for Own Acts.</u> Each Party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees and/or agents. To the extent permitted by law, each Party agrees to defend indemnify and hold harmless the other party, its employees, elected officials and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses resulting directly or indirectly from any act or omission of the indemnifying party, its employees, elected officials, or agents.
- 4.2 <u>Limitation.</u> Nothing in this Article shall be construed as a waiver by either Party of any immunity, defense, or other limitations on liability to which the Party is entitled by law, including but not limited to the provisions of the Municipal Tort Claims Act, Minn. Stat. Chapter 466.

5. FORCE MAJEURE

Neither Party shall be liable to the other Party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting Party's reasonable control, providing the defaulting Party gives notice to the other Party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

6. TERMINATION

- 6.1 <u>Termination Without Cause</u>. Either Party may withdraw from or terminate this Agreement without cause by providing 60 (sixty) days' Notice of Termination to the other Party. Also, the Parties may mutually terminate this Agreement, and it may be terminated by operation of law or court order.
- 6.2 <u>Termination for Cause or Material Breach</u>. Either Party may immediately terminate this Agreement for cause by providing Notice of Termination to the other Party, unless a different procedure or Effective Date is stated within the specific article of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
 - A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - B. Failure to perform obligations within the time specified in this Agreement.
 - C. Failure to perform any other material provision of this Agreement.
 - D. Failure to diligently and timely perform obligations so as to endanger performance of the provisions of this Agreement.
- 6.3 Immediate Termination—Lack of Funding. Either Party may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement from a non-governmental source are unavailable, when funds are not substantially appropriated, when funds originally appropriated for this Agreement become unavailable or when funds are not appropriated by either Party's respective Board. Each Party has sole discretion to determine if there is a lack of funding. Neither Party is subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this article.

- 6.4 <u>Notice of Termination</u>. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 6.5 <u>Duties and Obligations of Parties Upon Termination</u>. Upon either Party providing the Notice of Termination, and except as otherwise stated, the Parties shall:
 - A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Maintain all records relating to the performance of the Agreement as may be directed by the Notice of Termination or required by law or this Agreement.
 - D. The Parties shall have no financial obligations to the other Party upon withdrawal and termination of this Agreement.
- 6.6 <u>Effect of Termination for Cause or without Cause</u>.

Termination of this Agreement does not discharge any liability, responsibility, or right of any Party that arises from the performance of, or failure to adequately perform the provisions of this Agreement prior to the Effective Date of termination. Termination shall not discharge any obligation which, by its nature, would survive after the date of termination.

7. NOTICES AND AGREEMENT LIAISONS

7.1 <u>Notices</u>. All notices and communications required by this Agreement (collectively, "Notices") shall be provided in writing, by certified mail, as follows:

To the County: Marti Fischbach (or successor)

Director

Dakota County Community Services Division

One Mendota Road West West St. Paul, MN 55118

Marti.fischbach@co.dakota.mn.us

To the School District: Khia Bruse (or successor)

Director of Community Education

ISD196

15180 Canada Avenue, Rosemount, MN 55068

Khia.Bruse@district196.org

7.2 <u>Liaisons</u>. The Liaison, or his or her successor, has the authority to assist the Parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison for purposes of this Agreement. A change in a Liaison does not require an amendment to the Agreement.

County Public Health Liaison:

County Contract Liaison: Elizabeth Oberding, or her successor,

Elizabeth.Oberding@co.dakota.mn.us

School District Liaison:

Kristi Hanson

Early Childhood Family Services, Assistant Administrator & Parenting Educator ISD 196, Dakota Valley Learning Center, 4679 144th St. W., Apple Valley, MN 55124

Kristi.hanson@district196.org Direct Phone 952-388-1972

AMENDMENTS

Any amendments to this Agreement are only valid when reduced to writing, specifically identified as an amendment, and signed by the individuals identified in Article 7.1.

9. COMPLIANCE WITH LAWS/STANDARDS

The Parties shall abide by all Federal, State or local laws, statutes, ordinances, rules, and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Parties are individually responsible. Any violation of this article is a material breach of this Agreement. No Notice of Default is required to terminate under this article.

10. GOVERNING LAW

The laws of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.

11. CONFIDENTIALITY AND DATA PRACTICES

- 11.1 "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a.
- 11.2 For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by County and School District in the performance of this Agreement is subject to the requirements of the MGDPA, as well as any other applicable State or Federal laws on data privacy or security. Each Party must comply with and is subject to the provisions, remedies and requirements of the MGDPA.
- 11.3 The Parties shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose, to any third party in any way whatsoever any Protected Data, unless required or allowed by law or consent. The Parties independently agree to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish each other with a copy of said procedures upon request.
- 11.4 Each Party is responsible for maintaining its own records related to the Program and responding to requests for data from individuals and the public. As a courtesy, the Parties may inform each other of requests for data related to the Program, but this is not a requirement.
- 11.5 This article survives expiration or termination of this Agreement.

12. INSURANCE

Each Party shall maintain policies of insurance or self-insurance which covers the activities of the Program and in an amount not less than the statutory maximum set forth in Minn. Stat. § 466.04.

13. SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.

14. MERGER

- 14.1 <u>Final Agreement.</u> This Agreement is the final expression of the agreement of the Parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the Parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 14.2 Exhibits. The following Exhibits are incorporated and made a part of this Contract:

Exhibit 1 – Dates and times of the Breastfeeding Support Group, as agreed to by the parties, to be held at the Dakota Valley Learning Center, 4679 144th St. W, Apple Valley, MN 55124.

By signing this Agreement, the Parties acknowledge receipt of the above Exhibit(s). If there is a conflict between any provision of any Exhibit and any provision in the body of this Agreement, the body of this Agreement will prevail.

15. AGREEMENT INTERPRETATION AND CONSTRUCTION

This Agreement was fully reviewed and negotiated by the Parties, and each Party had the opportunity to have the Agreement reviewed by its attorney prior to signing. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the Party that drafted the Agreement. It is the intent of the Parties that every article (including any subarticle), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

In WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board Resolution No	COUNTY OF DAKOTA
	ByMarti Fischbach
Approved as to form:	Title Community Services Director
	Date of Signature
Assistant County Attorney/Date County Attorney File No.	
Approved by School Board Resolution on	SCHOOL DISTRICT (I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).
	Ву
	(Please print name.)
Approved as to form:	Title
	Date of Signature
Attorney for School District/Date	

Exhibit 1

The parties agree that the Breastfeeding Support Group meetings will be held at the Dakota Valley Learning Center, 4679 144th St. W, Apple Valley, MN 55124 on Friday mornings, from 10:30 a.m. to 12:00 p.m., while school is in session. The first Support Group meeting will be held on the first such Friday after both parties' boards authorize execution of this agreement.



Community Services Committee of the Whole

Request for Board Action

Item Number: DC-1544 Agenda #: 4.5 Meeting Date: 11/29/2022

DEPARTMENT: Social Services **FILE TYPE:** Consent Action

TITLE

Authorization To Execute Amendment With 360 Communities For Family Homelessness Prevention And Assistance Utilizing Minnesota Housing Finance Agency Program Grant Funds

PURPOSE/ACTION REQUESTED

Authorize execution of an amendment with 360 Communities for Family Homelessness Prevention and Assistance Program (FHPAP) utilizing Minnesota Housing Finance Agency grant funds.

SUMMARY

The Minnesota Legislature established FHPAP in 1993 to assist families with children, youth and single adults who are homeless or are at imminent risk of homelessness. By Minn. Stat. § 462A.204, FHPAP grant funding must be administered by counties in the metro area who, in turn, may sub-grant some or all funds to other entities. Funding is awarded through a competitive grant application process with predetermined criteria in four categories: planning, project design, program capacity/performance and need.

Minnesota Statute also requires the establishment of an advisory committee to assist in preparing the project proposal and the design, implementation, and evaluation of the project. The Dakota County Affordable Housing Coalition (AHC) acts as the FHPAP Advisory Committee and a community-based subcommittee has been established by the AHC to help inform project direction and priorities.

By Resolution 21-260 (May 18, 2021), the Dakota County Board of Commissioners authorized executing contracts for the provision of FHPAP utilizing the grant funds that were authorized under the same resolution. This resolution included authorization to contract with 360 Communities in an amount not to exceed \$293,308 for homelessness prevention services.

Due to changes in the provision of FHPAP grant services approved by the Minnesota Housing Finance Agency, staff recommends amending the 360 Communities FHPAP contract by an additional \$136,967 to an amount not to exceed \$430,275 through September 30, 2023. 360 Communities will provide additional homelessness prevention services as well as rapid re-housing services.

OUTCOMES

Prevention: 51 households (19 single adults, 32 families)

Rapid Re-Housing: 16 households (5 single adults, 11 families)

Item Number: DC-1544 Agenda #: 4.5 Meeting Date: 11/29/2022

RECOMMENDATION

Staff recommends that the Dakota County Board of Commissioners authorizes execution of an amendment with 360 Communities for the provision of FHPAP services in the not to exceed contract amount of \$430,275 through September 30, 2023.

EXPLANATION OF FISCAL/FTE IMPACTS

There is a \$0 net County cost anticipated as a result of this action. The amendment shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

\boxtimes	None	☐ Current budget	□ Other	
	Amendment F	Requested	☐ New F	TE(s) requested

RESOLUTION

WHEREAS, the Minnesota Legislature established the Family Homelessness Prevention and Assistance Program (FHPAP) in 1993 to assist families with children, youth and single adults who are homeless or are at imminent risk of homelessness; and

WHEREAS, by Minn. Stat. § 462A.204, FHPAP grant funding must be administered by counties in the metro area who, in turn, may sub-grant some or all funds to other entities; and

WHEREAS, funding is awarded through a competitive grant application process with predetermined criteria in four categories: planning, project design, program capacity/performance and need; and

WHERAS, Minnesota Statute also requires the establishment of an advisory committee to assist in preparing the project proposal and the design, implementation, and evaluation of the project; and

WHEREAS, the Dakota County Affordable Housing Coalition (AHC) acts as the FHPAP Advisory Committee and a community-based subcommittee has been established by the AHC to help inform project direction and priorities; and

WHEREAS, by Resolution 21-260 (May 18, 2021), the Dakota County Board of Commissioners authorized executing contracts for the provision of FHPAP, utilizing the grant funds that were authorized under the same resolution; and

WHEREAS, this resolution included authorization to contract with 360 Communities in an amount not to exceed \$293,308 for homelessness prevention services; and

WHEREAS, due to changes in the provision of FHPAP grant services approved by the Minnesota Housing Finance Agency, staff recommends amending the 360 Communities FHPAP contract by an additional \$136,967 to an amount not to exceed \$430,275 through September 30, 2023; and

WHEREAS, 360 Communities will provide additional homelessness prevention services as well as rapid re-housing services.

Item Number: DC-1544 Agenda #: 4.5 Meeting Date: 11/29/2022

NOW, THEREFORE, BE IT RESOLVED, That, the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute an amendment with 360 Communities in an amount not to exceed \$430,275 for the Family Homeless Prevention and Assistance Program for the period of September 1, 2021 through September 30, 2023, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contracts, within the amount budgeted, to alter the number and types of clients served, type of services provided, and the contract term, consistent with County contracting policies, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contracts shall contain a provision that allows the County to immediately terminate the contracts in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

PREVIOUS BOARD ACTION

21-260; 05/18/21

ATTACHMENTSAttachment: None

				LS	

BUARD GUALS									
☑ A Great Place to Live	☐ A Healthy Environment								
☐ A Successful Place for	☐ Excellence in Public Service								
PUBLIC ENGAGEMENT LEVEL									
☐ Inform and Listen	☐ Discuss	□ Involve	⊠ N/A						

CONTACTS

Department Head: Evan Henspeter

Author: Madeline Kastler



Request for Board Action

Item Number: DC-1564 Agenda #: 4.6 Meeting Date: 11/29/2022

DEPARTMENT: Social Services **FILE TYPE:** Consent Action

TITLE

Authorization To Execute Contract With 360 Communities For Dakota County Housing Clinic Housing Support Workers

PURPOSE/ACTION REQUESTED

Authorize execution of a contract with 360 Communities for Dakota County Housing Clinic Housing Support Workers.

SUMMARY

Dakota County Social Services staff, Dakota County Courts and partners have collaborated to create an eviction court clinic called the Dakota County Housing Clinic (DCHC). The DCHC is a voluntary program that offers support, including legal assistance, financial assistance and access to housing support services, to tenants at the first appearance for eviction cases.

Housing Support Workers are present at court hearings scheduled three days per week. These positions work with the courts, do pre-court outreach to tenants, connect tenants to resources and services, provide support for applications for federal Emergency Rental Assistance (ERA), Emergency Assistance and Emergency General Assistance funds, and assist with communication and coordination between tenants, landlords and courts.

On August 1, 2021, Dakota County entered into a contract with 360 Communities to begin this work for \$99,000 for the period of August 1, 2021 through September 30, 2022. By Resolution 21-415 (August 24, 2021), the Dakota County Board of Commissioners authorized an amendment to add an additional \$56,000 for additional services in the same contract period, for a total not to exceed contract amount of \$155,000 effective upon execution. This was fully funded with Emergency Rental Assistance funds for Housing Stability Services, which includes court coordination services.

With the passage of the Eviction Moratorium Off-Ramp legislation, the DCHC planning committee anticipated a high volume of evictions to be filed and a high volume of cases to flow through eviction court. To accommodate this work, Social Services proposed to add three additional Housing Support Worker positions to DCHC via a contract with 360 Communities. By Resolution 22-295 (July 19, 2022), the Dakota County Board of Commissioners authorized an amendment to add an additional \$82,835 to the contract for a total not to exceed contract amount of \$237,835 and extend the term to December 31, 2022. The additional time has allowed this team to continue serving clients in eviction court and the additional funds will allow this team to expand by one full-time Housing Support Worker.

Item Number: DC-1564 Agenda #: 4.6 Meeting Date: 11/29/2022

To support continued Housing Clinic activities, staff proposes a new contract with 360 Communities for the period of January 1, 2023 through December 31, 2023, for a total not to exceed amount of \$359,276.

OUTCOMES

How Much? Households at eviction court provided advocacy or case management How Well? Households receive referrals to additional resources Better Off? Households achieve housing stability

RECOMMENDATION

Staff recommends authorization to execute a contract with 360 Communities for Dakota County Housing Clinic Housing Support Workers for the period of January 1, 2023 through December 31, 2023, for a total not to exceed amount of \$359,276.

EXPLANATION OF FISCAL/FTE IMPACTS

The total cost of the purchase of services is estimated to be \$359,276. Funding is through grant funds and county funds that are included in the 2023 County Managers Recommended Budget. The existing contract contains a provision that allows the County to immediately terminate the contract in the event sufficient funds from county, state, and federal sources are not appropriated at the level sufficient to allow payment of the amounts due.

☐ None	□ Current budget	☐ Other
☐ Amendme	ent Requested	☐ New FTE(s) requested

RESOLUTION

WHEREAS, Dakota County Social Services staff, Dakota County Courts and partners have collaborated to create an eviction court clinic called the Dakota County Housing Clinic (DCHC); and

WHEREAS, the DCHC is a voluntary program that offers support, including legal assistance, financial assistance, and access to housing support services, to tenants at the first appearance for eviction cases; and

WHEREAS, housing support workers are present at court hearings scheduled three days per week; and

WHEREAS, these positions work with the courts, do pre-court outreach to tenants, connect tenants to resources and services, provide support for applications for federal Emergency Rental Assistance (ERA), Emergency Assistance and Emergency General Assistance funds, and assist with communication and coordination between tenants, landlords and courts; and

WHEREAS, on August 1, 2021, Dakota County entered into a contract with 360 Communities to begin this work for \$99,000 for the period of August 1, 2021 through September 30, 2022; and

WHEREAS, by Resolution 21-415 (August 24, 2021), the Dakota County Board of Commissioners authorized an amendment to add an additional \$56,000 for additional services in the same contract period, for a total not to exceed contract amount of \$155,000 effective upon execution which was fully funded with Emergency Rental Assistance funds for Housing Stability Services, including court coordination services; and

Item Number: DC-1564 Agenda #: 4.6 Meeting Date: 11/29/2022

WHEREAS, with the passage of the Eviction Moratorium Off-Ramp legislation, the DCHC planning committee anticipated a high volume of evictions to be filed and a high volume of cases to flow through eviction court; and

WHEREAS, to accommodate this work, Social Services proposed to add three additional Housing Support Worker positions to DCHC via a contract with 360 Communities; and

WHEREAS, by Resolution 22-295 (July 19, 2022), the Dakota County Board of Commissioners authorized an amendment to add an additional \$82,835 to the contract for a total of \$237,835 and extend the term to December 31, 2022; and

WHEREAS, the additional time has allowed this team to continue serving clients in eviction court and the additional funds will allow this team to expand by one full-time Housing Support Worker; and

WHEREAS, to support continued Housing Clinic activities, staff proposes a new contract with 360 Communities for the period of January 1, 2023 through December 31, 2023, for a total not to exceed amount of \$359,276.

NOW, THEREFORE, BE IT RESOLVED, That the Dakota County Board of Commissioners hereby authorizes the Community Services Director to execute a contract with 360 Communities for housing clinic housing support workers funded by the Emergency Rental Assistance funds for Housing Stability Services for a total not to exceed contract amount of \$359,000, for the period of January 1, 2023 through December 31, 2023, subject to approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the Community Services Director is hereby authorized to amend said contract, within the amount budgeted, to alter the number and types of clients served, types of services provided, service expectations and rates, and the contract term, consistent with County contracting policies, subject to the approval by the County Attorney's Office as to form; and

BE IT FURTHER RESOLVED, That the contract shall contain a provision that allows the County to immediately terminate the contract in the event sufficient funds from county, state, or federal sources are not appropriated at a level sufficient to allow payment of the amounts due.

PREVIOUS BOARD ACTION

21-415; 08/24/21 22-295; 07/19/22

ATTACHMENTS

Attachment: None.

BOARD GOALS

□ A Great Place to Live	☐ A Healthy Environment
☐ A Successful Place for Business and Jobs	☐ Excellence in Public Service

Item Number: DC-1564		genda #: 4.6	Meeting Date: 11/29/2022	
PUBLIC ENGAGEMENT LE ☐ Inform and Listen	VEL □ Discuss	☐ Involve	⊠ N/A	
CONTACTS				

CONTACTS
Department Head: Evan Henspeter
Author: Madeline Kastler



Request for Board Action

Item Number: DC-1607 Agenda #: 5.1 Meeting Date: 11/29/2022

DEPARTMENT: Public Health **FILE TYPE:** Regular Action

TITLE

Update On Dakota County Opioid Settlement Response

PURPOSE/ACTION REQUESTED

Receive updates on Dakota County's response to the Minnesota Opioids State-Subdivision Memorandum of Agreement (MOA) and provide guidance on next steps.

SUMMARY

Public Health provided an initial update on the County's inclusion in the Minnesota Opioids State-Subdivision MOA on August 16, 2022. Since August, staff has continued to work internally with several departments to develop the infrastructure and presented to a variety of groups throughout the County.

On October 17, 2022, Dakota County received the first payment of the Distributor Settlement Agreement in the amount of \$317,047.77. On November 10, the County Manager received an update from the Directing Administrator of the National Opioid Settlements that the first five payments of the Johnson and Johnson Settlement will be disbursed in 2022 totaling \$1,269,283 (Attachment: Opioid Settlement Funding Update). Most recently, on November 16, we received notice that the second Distributor payment will be \$333,201.75 and is expected to be received by end of year.

At this time, none of the cities in Dakota County that received settlement funds (Apple Valley, Burnsville, Eagan, Inver Grove Heights, and Lakeville) reallocated funds to the County. Cities who received funding will be provided the opportunity to reallocate their funds to the County on an annual basis by January 1st of each year. In addition to county funds, additional state funding could be available for cities that have been disproportionality affected by the Opioid Crisis but were unable to receive funds.

Per the MOA, the county must "consult annually with the municipalities in the county regarding future use of the settlement funds in the county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public."

The MOA also states that community partnerships are vital to gain insight from the impacts of the Opioid Crisis. Staff is in the process of contracting a trauma-informed facilitator, using internal funds to organize four community listening sessions that will create a restorative space for community members who have been impacted by the Opioid Crisis to share their insight. From these sessions,

Item Number: DC-1607 Agenda #: 5.1 Meeting Date: 11/29/2022

staff will identify shared goals and ideas on how best to disperse the settlement funds and prioritize programming, as well as determine ways to work more collaboratively to improve community partnerships and gain understanding that will inform the creation of an external advisory taskforce.

To coordinate the planning and response an Opioid Advisory Taskforce is desired and would be made up of a variety of partners selected through an application process. This taskforce would facilitate the request for proposal process, review applicants, oversee programming and based on the Board discussion determine additional authority options (Attachment: Opioid Advisory Taskforce).

An internal Dakota County Administrative Committee has been formed to support the administrative and reporting requirements of the settlement funds. An Opioid Coordinator has been requested in the 2023 budget and will be funded with opioid funds.

To move the work forward, staff if seeking direction from the Community Services Committee of the Whole on the formation of an Opioid Advisory Taskforce and the authority the Taskforce would have.

OUTCOMES

How Much?

Nine county departments have been educated about the Opioid Settlement. Staff has provided information to cities, police, fire, and multiple other groups.

How well?

An internal Dakota County Administrative Committee was formed and is responsible for administrative oversight of the settlement, invoices, contracts, and reporting.

Is anyone better off?

By reaching and educating several partners including community members, a comprehensive opioid plan will be developed that addresses the needs of the County and community.

RECOMMENDATION

Information only; no action requested.

EXPLANATION OF FISCAL/FTE IMPACTS

Revenue generated	trom phase one	of this allocation	on is estimated t	to be \$9,814,545	over 18 years.

☐ None	☐ Current budget	☑ Other
☐ Amendment	Requested	☐ New FTE(s) requested

RESOLUTION

Information only; no action requested.

PREVIOUS BOARD ACTION

None.

ATTACHMENTS

Attachment: Opioid Settlement Funding Update

Attachment: Opioid Advisory Taskforce

tem Number: DC-1607	Agend	da #: 5.1	Meeting Date: 1	1/29/2022
BOARD GOALS ☑ A Great Place to Live ☐ A Successful Place for Business and Jobs				
PUBLIC ENGAGEMENT LI ☐ Inform and Listen	E VEL □ Discuss	☐ Involve	⊠ N/A	

CONTACTS

Department Head: Gina Adasiewicz

Author: Madeline Goebel

Opioid Settlement Funding Update

November 2022

Phase 1 Update

- First Distributor payment received 10/17/22 \$317,047.77.
- Second Distributor payment notification received 11/16/2022 and expected to be received by end of year \$333,201.75.
- Johnson and Johnson accelerated payments 1-5 to be dispersed in 2022 Payment.

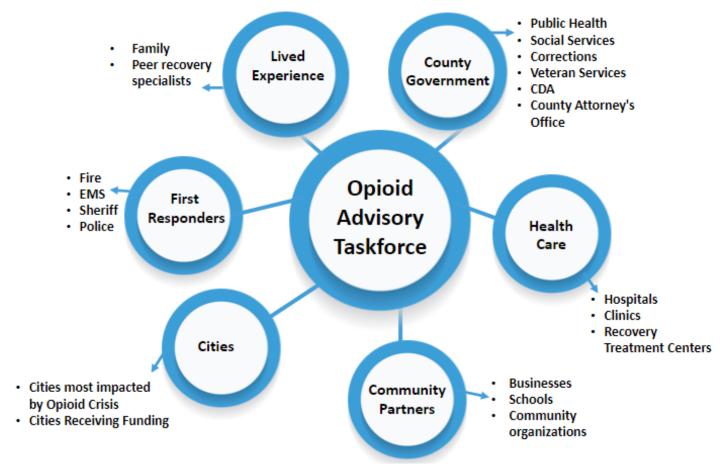
Johnson and Johnson Accelerated Funding

Subdivision	State Allocation	Payment 1	Payment 2	Payment 3	Payment 4	Payment 5	Total Jansen Payment 2022
Dakota County	4.42%	\$112,871.04	\$263,330.43	\$210,763.81	\$323,619.71	\$358,698.01	\$1,269,283.00
Lakeville	0.28%	\$7,205.86	\$16,811.41	\$13,455.48	\$20,660.36	\$22,899.81	\$81,032.92
Inver Grove Heights	0.22%	\$5,600.26	\$13,065.52	\$10,457.35	\$16,056.85	\$17,797.31	\$62,977.29
Burnsville	0.51%	\$13,111.76	\$30,590.01	\$24,483.56	\$37,593.57	\$41,668.47	\$147,447.37
Apple Valley	0.30%	\$7,636.25	\$17,815.52	\$14,259.15	\$21,894.37	\$24,267.58	\$85,872.87
Eagan	0.37%	\$9,339.60	\$21,789.47	\$17,439.80	\$26,778.14	\$29,680.72	\$105,027.73

Phase 2 Update

	DEFENDANT	NATIONAL SETTLEMENT	PERIOD (YRS)
	Mallinckrodt	\$1,725,000,000	7
	Teva	\$3,700,000,000	13
Phase 2	Purdue	\$4,325,000,000	9
Estimates for future	Walgreens	\$5,700,000,000	15
settlements	CVS	\$5,000,000,000	10
	Walmart	\$3,100,000,000	1
	Endo	\$450,000,000	-
	TOTAL	\$24,000,000,000	

Opioid Advisory Taskforce



Purpose of the Taskforce:

To develop and recommend a comprehensive and effective countywide response to the opioid epidemic

Taskforce will:

- Review request for proposals
- Provide subject matter expertise, coordinate and meet with key stakeholders
- Develop a framework for funding; monitor settlement funds and timelines
- Recommend to the County Board projects and initiatives to be funded
- Assure outcomes are being met
- Monitor Dakota County specific data

Recommended Structure

- Application process for all community partners
- Assure representation from all county districts and stakeholders
- Facilitated by County Staff
- Meet monthly through 2023 and provide updates to the board



Request for Board Action

Item Number: DC-1569 Agenda #: 5.2 Meeting Date: 11/29/2022

DEPARTMENT: Social Services **FILE TYPE:** Regular Information

TITLE

Update On Emergency Shelter Development

PURPOSE/ACTION REQUESTED

Receive an update on emergency shelter development.

SUMMARY

In 2021, the Dakota County Board of Commissioners reconvened the Housing Leadership Workgroup to assess outcomes of the County's Housing Business Plan and make recommendations for future housing investments in Dakota County. The workgroup was made up of faith leaders, law enforcement, people who have experienced homelessness, nonprofit partners, Dakota County Commissioners, and staff from the Dakota County Community Development Agency and the County.

The workgroup recommended investments in three main areas to support the next phase of the Dakota County Housing Business Plan: shelter, homelessness prevention, and affordable housing. Staff presented these recommendations to the County Board on October 19, 2021. Staff have been returning to the County Board throughout 2022 with additional information and further defined recommendations in each of the three investment areas.

At the request of Social Services staff, Capital Projects Management and the Office of Performance and Analysis developed capital cost estimates for shelter for single adults, including estimates for congregate and non-congregate shelter models. Social Services staff also gathered feedback on important elements of shelter design through a discussion and survey with members of Dakota County's Affordable Housing Coalition.

At the March 15, 2022, Community Services Committee of the Whole, staff summarized this information and gathered feedback from the Board on next steps in shelter planning. Throughout the summer and fall of 2022, staff began more intensive community engagement on emergency shelter development. Staff will report on the progress of this community engagement and seek feedback on next steps in developing emergency shelter for single adults experiencing homelessness in Dakota County.

OUTCOMES

None.

RECOMMENDATION

Information only; no action requested.

Item Number: DC-1569	Agend	a #: 5.2	Meeting Date: 11/2	29/2022
EXPLANATION OF FISCAL/I None.	TE IMPACTS			
None ☐ Current I☐ Amendment Requested	•	ther ew FTE(s) requeste	ed	
RESOLUTION Information only; no action rec	quested.			
PREVIOUS BOARD ACTION None.				
ATTACHMENTS Attachment: None.				
BOARD GOALS ☑ A Great Place to Live ☐ A Successful Place for Bu	usiness and Jobs	☐ A Healthy En ☐ Excellence in		
PUBLIC ENGAGEMENT LEV ☐ Inform and Listen		☐ Involve	⊠ N/A	
00NT4 0T0				

CONTACTS

Department Head: Evan Henspeter Author: Madeline Kastler



Request for Board Action

Item Number: DC-1605Agenda #: 7.1Meeting Date: 11/29/2022

Adjournment