REGULAR CITY COUNCIL MEETING
RICHFIELD MUNICIPAL CENTER, COUNCIL CHAMBERS
SEPTEMBER 24, 2019
7:00 PM

INTRODUCTORY PROCEEDINGS

Call to order

Open forum (15 minutes maximum)

*Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.*

Pledge of Allegiance

Approval of the Minutes of the: (1) City Council Work Session Meeting Minutes for September 10, 2019; (2) City Council Regular Meeting Minutes for September 10, 2019; (3) Concurrent City Council, HRA and EDA work session of September 16, 2019

PRESENTATIONS

1. Proclamation declaring September 15 to October 15 Hispanic Heritage Month in the City of Richfield.
2. Presentation on the annual meeting with Richfield Advisory Board of Health
3. Presentation of the Breastfeeding Friendly Employer Recognition

COUNCIL DISCUSSION

4. Hats Off to Hometown Hits

AGENDA APPROVAL

5. Approval of the Agenda

6. Consent Calendar contains several separate items, which are acted upon by the City Council in one motion. Once the Consent Calendar has been approved, the individual items and recommended actions have also been approved. No further Council action on these items is necessary. However, any Council Member may request that an item be removed from the Consent Calendar and placed on the regular agenda for Council discussion and action. All items listed on the Consent Calendar are recommended for approval.

   A. Consider approval to renew the contract with the MN Internet Crimes Against Children (ICAC) through May 31, 2024 to receive federal grant funding for Public Safety/Police.

      Staff Report No. 108

   B. Consider approval to renew the contract with Chief's Towing, Inc., for Public Safety towing services for December 1, 2019, through November 30, 2021.
C. Consider approval of a three year contract with Vitals™, for Public Safety and Fire Personnel.

D. Consider the adoption of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for an extension on an original four-year grant to fully fund an officer dedicated for DWI enforcement in Richfield.

E. Consider approval of a Temporary On Sale Intoxicating Liquor license for the Richfield Foundation’s Wine Tasting event to take place on Thursday, October 10, 2019, in the atrium area of Woodlake Center, located at 6601 Lyndale Ave South.

F. Consider approval of a contract renewal with Adesa Minneapolis for 2019-2020 for auctioning forfeited vehicles from Public Safety/Police.

7. Consideration of items, if any, removed from Consent Calendar

RESOLUTIONS

8. Consider adoption of a resolution designating the City’s contribution towards health, dental, term life, and disability insurance premiums for 2020 for General Services, Management, and Local 49 bargaining unit.

CITY MANAGER’S REPORT

9. City Manager’s Report

CLAIMS AND PAYROLLS

10. Claims and Payrolls

Open forum (15 minutes maximum)

Each speaker is to keep their comment period to three minutes to allow sufficient time for others. Comments are to be an opportunity to address the Council on items not on the agenda. Individuals who wish to address the Council must have registered prior to the meeting.

11. Adjournment

Auxiliary aids for individuals with disabilities are available upon request. Requests must be made at least 96 hours in advance to the City Clerk at 612-861-9738.
CALL TO ORDER

The meeting was called to order by Mayor Regan Gonzalez at 6:00 p.m. in the Bartholomew Room.

Council Members Present:  
Maria Regan Gonzalez, Mayor; Edwina Garcia; Mary Supple; Simon Trautmann; and Ben Whalen.

Staff Present:  
Katie Rodriguez, City Manager; Director; Wayne Kewitsch, Neil Ruhland, Communication and Engagement Manager; and Blanca Martinez Gavina, Executive Analyst; Mary Tietjen, City Attorney.

Others Present:  
Gordon Vizecky from Richfield Tourism and Promotion Board

Item #1 | RICHFIELD TOURISM AND PROMOTION BOARD AGREEMENT PRESENTATION

Mayor Regan Gonzalez introduced City Manager Rodriguez. City Manager Rodriguez gave a review and outline of Richfield Tourism and Promotion Agreement. There was a discussion about the Richfield Tourism and Promotion Board Agreement in addition to next steps with comments from City Attorney Mary Tietjen, clarifying aspects of the agreement.

Gordon Vizecky answered questions from Council Member Trautmann regarding bylaws and financial records.

ADJOURNMENT

The work session was adjourned by unanimous consent at 6:40 p.m.

Date Approved: September 24, 2019

______________________________  
Maria Regan Gonzalez  
Mayor

______________________________  
Kari Sinning  
Deputy City Clerk

______________________________  
Katie Rodriguez  
City Manager
The meeting was called to order by Mayor Regan Gonzalez at 7:00 p.m. in the Council Chambers.

**Council Members Present:** Maria Regan Gonzalez, Mayor; Mary Supple; Edwina Garcia; Simon Trautmann; and Ben Whalen

**Staff Present:** Katie Rodriguez, City Manager; Mary Tietjen, City Attorney; Chris Regis, Finance Director; Neil Rohland, Communications Manager; Blanca Martinez Gavina, Executive Analyst.

Mayor Regan Gonzalez led the Pledge of Allegiance.

Mayor Regan Gonzalez led the council in a moment of silence in remembrance of the incident that occurred on September 7, in the City of Richfield.

**OPEN FORUM**

Miguel Fiol, discussed the impact of trauma for many Puerto Ricans and Hispanics due to both natural and external environments. He urged the City Council to maintain open communication and transparency during police investigations.

John Trepp, 1611 Minnehaha Parkway, Minneapolis, a member of NAMI Hennepin affiliated with Nami Minnesota, spoke about the mental health needs in communities and the role that local officials have in ensuring that no lethal police force is used.

Robert Cerny, 6737 4th Ave south, spoke about alternative use of de-escalation methods for the Richfield Police.

Commissioner Goettel, 6525 James Ave South, spoke about the need to come together as a community and ensure that there is support for families that were impacted by the incidents on September 7th.
APPROVAL OF MINUTES

M/Supple, S/Garcia to Approval of the Minutes of the: (1) City Council Work Session of August 13, 2019; (2) Regular City Council meeting of August 13, 2019; (3) Concurrent City Council and HRA Work Session of August 19, 2019; (4) Special City Council; Meeting of August 21, 2019. (5) Special City Council Meeting of August 27, 2019; and (6) City Council Work Session of August 27, 2019.

Motion carried 5-0.

<table>
<thead>
<tr>
<th>Item #1</th>
<th>Proclamation declaring September 8-14, 2019, as direct support professionals recognition week in the City of Richfield.</th>
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Council Member Supple thanked direct support service professionals for their work and commitment.

Council Member Garcia thanked direct support services professionals for the support they give to families and individuals.

<table>
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<tr>
<th>Item #2</th>
<th>Proclamation declaring September 16-22, 2019 as Girl Scout Spirit week in the City of Richfield.</th>
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Mayor Regan Gonzalez spoke to her experience as a Girl Scout and the skills that are developed through this community based program.

Council Member Whalen spoke about his admiration for the Girl Scout’s ability to increase women leaders in community.

Council Member Garcia spoke of her experience as a troop leader and her commitment to the development of young women.

<table>
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<tr>
<th>Item #3</th>
<th>Proclamation declaring September 8, 2019 as Women’s Suffrage Ratification Centennial Day in the City of Richfield.</th>
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Council Member Supple spoke to the importance of remembering how women achieved their rights to vote and the sacrifices that were made.
Council Member Garcia spoke to the legacy of the Richfield Women League of Voters, and their importance in raising women leaders in Richfield.

Council Member Whalen commented on the critical initiatives from the Women League of Voters in Richfield and their critical importance to creating inclusive communities.

Council Member Trautmann gave commendation to the Richfield Women League of Voters and spoke of the historical importance that the organization has had on women voting, engagement and leadership within their communities.

**Item #4**

<table>
<thead>
<tr>
<th>COUNCIL DISCUSSION</th>
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<td>• Hats Off to Hometown Hits</td>
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Council Member Whalen gave a reminder of the upcoming school board election forum on October 5th at 9 a.m., at the Municipal Center. There was a mention of the Ice Arena refrigeration project and residents ability to tour the upcoming proposed project. In addition, Council Member Whalen referenced the World Suicide prevention day on September 10th.

Council Member Supple stated appreciation for all the efforts made by city staff to ensure that Richfield schools opened on time.

Council Member Garcia commented on the open house of Partnership Academy. Additionally, Council Member Garcia commented on the excellent sealing of the bricks in the bandshell.

Council Member Trautmann commented on Penn Fest on September 15th on the West Side, and the Independence 5k run during Penn Fest which raises money for Independence College which supports people with disabilities. There was also a mention about the Council Member’s participation in Night to Unite and stated their appreciation for the Police and Fire Departments’ participation.

**Item #4**

<table>
<thead>
<tr>
<th>APPROVAL OF THE AGENDA</th>
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<tr>
<td>M/Whalen , S/Trautman to approve the agenda.</td>
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<td>Motion carried 5-0.</td>
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**Item #5**

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<th>CONSENT CALENDAR</th>
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City Manager Rodriguez presented the consent calendar.

A. Consider approval of a Construction and Maintenance Agreement with Richfield Properties, LLC (Audi Richfield), that defines ownership and maintenance responsibilities for certain features constructed at 1401E. 77th Street in the City of Richfield. (Staff Report No.99)
B. Consider approval of a request for the temporary expansion of the licensed premises for Davanni's, located at 6345 Penn Avenue South, to allow for the outside service of strong beer on Sunday, September 15, 2019, in conjunction with Richfield's Open Streets at Penn Fest event. (Staff Report No. 100)

C. Consider the approval of the bid tabulation and award a contract to Michels Corporation for the 2019 Watermain Rehabilitation Project in the amount of $1,775,349.40 and authorize the City Manager to approve contract changes under $175,000 without further City Council consideration. (Staff Report No. 101)

D. Consider approval of the adoption of a resolution authorizing Amendment #1 to the partnership agreement between the City of Richfield and the Minnesota Department of Transportation (MnDOT) for the purchase/storage of salt through June 30, 2022. (MnDOT Contract No. 1030429) related to a 26% increase in salt costs for 2020. (Staff Report No. 102)

RESOLUTION AUTHORIZING THE CITY OF RICHFIELD TO ENTER INTO AMENDMENT #1 TO MNDOT PARTNERSHIP AGREEMENT NO. 1030429 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE PURCHASE/STORAGE OF SALT UNTIL JUNE 30, 2022

E. Consider approval of the 2019-2020 contract with the City of Bloomington, using public health emergency preparedness grant funds distributed by a federal grant from the Centers for Disease Control, to provide services in the area of public health emergency preparedness/bio-terrorism and the development of a response system. (Staff Report No. 103)

F. Consider approval of the amended rental agreement between the City of Richfield and the Minnesota Magicians for use of a locker room, ice time for practices and games, concessions, and alcohol sales. (Staff Report No. 104)

G. Consider approval of a lease agreement between the City of Richfield and the United States Postal Service for the use of fourteen parking spaces in the lower parking lot of the Wood Lake Nature Center. (Staff Report No. 105)

H. Consider approval of a resolution supporting a joint application with the City of Bloomington to the Congress for New Urbanism's 2020 Congress Legacy Project for the area surrounding the Portland Avenue and I-494 interchange. (Staff Report No. 106)

M/Trautmann, S/Supple to approve the consent calendar.

Motion carried 5-0.

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<th>Item #6</th>
<th>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM THE CONSENT CALENDAR</th>
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<td>None.</td>
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Mayor Regan Gonzalez welcomed Finance Director Chris Regis. Finance Director Chris Regis gave a presentation of the 2019 Revised/2020 Proposed Budget resolutions adopting the 2020 preliminary property tax levy, budget revisions, and revision of the 2019 budget of various departments.

Council Member Whalen asked how the 4.9% in the levy is not a 4.9% increase on tax on property. Finance Director Regis stated that it depends on the market value of the property and tax capacity.

Council Member Garcia thanked Finance Director Regis for his leadership, thoroughness and transparency during the budget process.

Council Member Trautmann expressed that the City of Richfield is going through the difficult phase of taking on debt to invest in the aging infrastructure. Council Member Trautmann also stated their appreciation for the sacrifices that have been made to ensure that these projects are done, thanked Public Work’s Director Asher, City Manager Rodriguez, Finance Director Regis and all those involved.

Council Member Whalen encouraged the public to listen to the work session in which directors described the budget logistics, process and other useful information related to the budget.

Mayor Regan Gonzalez commended the work that Finance Director Regis to maintain the balance between preservation and also thinking of expansion. Mayor Regan Gonzalez stated that the pressure on the tax levy is for aging infrastructure and to maximize opportunities. Mayor Regan Gonzalez asked for Communications Manager to create communication methods in which budget decisions can be easily communicated to the public.

M/Supple, S/Whalen to approve the consent calendar.

Motion carried 5-0.

Item #8  CITY MANAGER’S REPORT

City Manager Rodriguez welcomed Executive Analyst Blanca Martinez Gavina.

Item #9  CLAIMS AND PAYROLLS

M/Garcia, S/Regan Gonzalez that the following claims and payrolls be approved:
Motion carried 5-0.

The meeting was adjourned by unanimous consent at 8:20 p.m.

Date Approved: September 24, 2019

Maria Regan Gonzalez
Mayor

Blanca Martinez Gavina
Executive/Aid Analyst

Katie Rodriguez
City Manager
CALL TO ORDER

The meeting was called to order by Housing and Redevelopment Authority Chair Supple at 5:45 p.m.

ATTENDANCE

Council Members Present: Maria Regan Gonzalez, Mayor; Mary Supple; Edwina Garcia; Ben Whalen; Simon Trautmann

Council Members Absent: None

HRA Members Present: Mary Supple, Chair; Maria Regan Gonzalez; Pat Elliott; Erin Vrieze Daniels; Sue Sandahl

HRA Members Absent: None

PC Members Present: Allysen Hoberg, Chair; Susan Rosenberg; Bryan Pynn; Sean Hayford Oleary; Jim Rudolph; Peter Lavin

PC Members Absent: Kathryn Quam

Staff Present: John Stark, Director of Community Development/HRA Executive Director
Katie Rodriguez, City Manager
Julie Urban, Housing Manager
Melissa Poehlman, Assistant Community Development Director

ITEM #1 CONSIDERATION OF TWO POTENTIAL DEVELOPMENT PROPOSALS FOR 6501 PENN AVENUE

Housing and Redevelopment Authority (HRA) Executive Director Stark and Housing Manager Urban presented the staff report, explaining that the HRA had purchased the site earlier this year and that staff have been meeting with two development teams interested in developing the site. Housing Manager Urban introduced Erik Weingarden and Dave Lundy from the development team of Broadway Investors.
Mr. Lundy explained that they were proposing to combine property to the south and east along with the HRA property to construct 150 units of multi-family housing in a four-story building, with rooftop amenities.

Commissioner Hoberg asked for a clarification regarding the commercial space and what they would do about commercial turnover. Mr. Lundy explained that they were looking to provide first floor commercial uses not available in the area such as a gym or co-working space.

Commissioners Vrieze Daniels and Sandahl asked questions clarifying the height given the grade difference. Mr. Lundy explained that the height is four stories from Penn Avenue.

In response to a question from Commissioner Pynn, Mr. Lundy explained that they could do a smaller project if they were unable to purchase neighboring properties, but they didn’t think that was the best option for the City.

Councilmember Trautmann stated that access onto Oliver Avenue would have a big impact on the residential neighborhood.

In response to questions from Councilmember Whalen, Mr. Weingarden explained that the parking was all underground and that preliminary conversations with adjacent owners indicated they were open to discussions.

In response to a question from Commissioner Vrieze Daniels, Mr. Lundy explained that they were considering 40% of the units to be affordable at 60% of the Area Median Income, per the Housing TIF district requirements. In response to questions from Commissioners Whalen and Chair Supple, Mr. Lundy confirmed that they would be open to discussing deeper affordability and that they would be willing to provide fully-accessible units.

A discussion followed regarding the status of the team’s NOVO project and the status of acquisitions.

Wynne Yelland and Adam Jonas from Locus Architects, along with Adam Seraphine from NHH Properties, presented a project with 40 multi-family units and approximately 6,000 square feet of leasable commercial space on the first floor. A second phase on the property to the south with an additional commercial space and 20 units of housing could be added if that owner were interested in selling. The project would have a value of approximately $10 million, would be financed locally and would use tax increment and grant funds to achieve affordability in the housing.

Commissioner Hoberg supported the idea of local businesses in the commercial space, questioned whether VASH vouchers could be attached to units, and encouraged the developer to figure out the affordable component soon.

Councilmember Trautmann asked for examples of what a successful commercial node looks like.

Mayor Regan Gonzalez encouraged them to provide more details on how the project would meet City goals and asked if they had ideas and experience providing affordable commercial space. She questioned if it was realistic to expect to connect redevelopment with economic development.

Mr. Seraphine explained that they’re looking at different options for affordable commercial space including reducing costs, finding funds to finance build-outs, and offering incubator space with shared costs. Executive Director Stark confirmed that using public subsidies to finance businesses would be new for the City.

In response to a question from Mayor Regan Gonzalez, Mr. Seraphine explained that they would try to move forward with both sites but could go forward with just the one. She questioned what teeth could be put behind achieving economic development goals and wanted to know what it looked like to meet the City’s goals with this project.

In response to a question from Commissioner Pynn, Mr. Seraphine explained that the two options for the property to the east would be to construct row homes or to build a bigger building, although explained that the bigger building was not their preferred option.
Councilmember Trautmann asked whether accessible units could be included and what experience the developer had with incubator and co-working spaces. Mr. Seraphine explained that they could make some units more accessible and that he had been involved in developing but not managing four co-working spaces.

Council member Whalen asked for clarification on the mix of affordability, green space, and access on Penn Avenue. Mr. Seraphine explained that it’s too early to commit to specific affordability but that they are committed to including it, green space depends on the parking ratio, and that the results of the Penn Avenue study will help determine access.

Commissioner Rudolph asked about the status of the RF64 project.

Executive Director Stark explained that the City/County study of Penn Avenue will begin soon.

In response to a question from Chair Supple, Broadway Investors stated that if they couldn’t purchase the property to the south, they would still move forward.

Commissioner Hayford Oleary stated that he had more concerns about the second proposal and didn’t like to see surface parking. He prefers the larger number of units the first proposal provides.

Commissioner Vrieze Daniels stated that she preferred the economic development potential of the second proposal and believes that multiple, smaller buildings fit better on Penn Avenue.

Commissioner Elliot and Councilmember Trautmann suggested having the developers come back with more information.

Commissioner Sandahl expressed the desire to some green space.

In response to a question from Councilmember Whalen, Executive Director Stark clarified that there were some additional details that could be provided without a significant investment by the development teams but items like detailed financial and engineering work wouldn’t happen until one team was selected.

Commissioner Rudolph agreed that more information was needed. He also wanted to consider both developers’ track records with previous developments.

Councilmember Whalen asked to see what the Broadway Investors proposal would look like without the adjacent properties and wanted more information from Locus/NHH on the affordable housing numbers.

Councilmember Trautmann introduced the community leaders from the Penn Central group and suggested the development teams may want to connect with them as they move forward.

**ADJOURNMENT**

The meeting was adjourned by unanimous consent at 6:48 p.m.
Mary B. Supple
HRA Chair

Julie Urban
Housing Manager

John Stark
Executive Director
Proclamation of the City of Richfield

WHEREAS, Hispanic Heritage Month pays tribute to Hispanic and Latino Americans for their contributions to the United States and to celebrate the culture and history of these groups; and

WHEREAS, Hispanic Heritage Month begins each year on September 15, the anniversary of independence of five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. Mexico, Chile and Belize also celebrate their independence days during this period; and

WHEREAS, 18% of the population in Richfield is of Hispanic or Latino origin, according to the 2010 census; and

WHEREAS, the Richfield Human Rights Commission supported this proclamation at its August 8, 2019, meeting and recommended the Richfield City Council do the same.

NOW, THEREFORE, I, MARIA REGAN GONZALEZ, Mayor of the City of Richfield, on behalf of the Richfield City Council, do hereby proclaim the month of September 15 to October 15 as:

HISPANIC HERITAGE MONTH
IN THE CITY OF RICHFIELD

AND call on the people of Richfield to observe this month with appropriate programs, activities, and ceremonies, and continue to honor the contributions of Hispanic and Latino Americans throughout the year.

PROCLAIMED this 24th day of September, 2019.

Maria Regan Gonzalez, Mayor
STAFF REPORT NO. 108
CITY COUNCIL MEETING
9/24/2019

REPORT PREPARED BY: Jay Henthorne, Director of Public Safety/Chief of Police

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police
9/12/2019

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager
9/18/2019

ITEM FOR COUNCIL CONSIDERATION:
Consider approval to renew the contract with the MN Internet Crimes Against Children (ICAC) through May 31, 2024 to receive federal grant funding for Public Safety/Police.

EXECUTIVE SUMMARY:
The ICAC Program is a national network of 61 coordinated task forces representing over 4,500 federal, state, and local law enforcement and prosecutorial agencies. These agencies are engaged in both proactive and reactive investigations, forensic examinations, and criminal prosecutions.

The ICAC Program was developed in response to the increasing number of children and teenagers using the Internet and other technology, the proliferation of child sexual abuse images available electronically, and the heightened online activity by predators seeking unsupervised contact with potential underage victims. Because ICAC Members understand that arrests alone cannot resolve the problem of technology-facilitated child sexual exploitation, the ICAC Program is also dedicated to training law enforcement officers and prosecutors, as well as educating parents and youth about the potential dangers of online activity. The Program is funded by the United Stated Department of Justice, Office of Juvenile Justice and Delinquent Prevention. The grant is administered by the Office of Justice Program’s (OJP) Grants Management System. Member agencies submit their equipment and/or training requests to this system.

RECOMMENDED ACTION:
By Motion: Approve the contract for 2019-2024 for the attached contract between the City of Richfield and MN Internet Crimes Against Children (ICAC) Task Force to receive training and equipment for Public Safety/Police.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   • The Richfield Police Department has participated in this program since May 31, 2013.
   • The length of this grant is five years.
   • Each member agency will receive training and/or equipment based on their needs.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • Public Safety does not accept financial support unless it is designated for a specific program that will affect the department as a whole.
Minnesota Statute 465.03 requires that every acceptance of a grant be made by resolution of more than two thirds majority of the City Council.

The Administrative Services Department issued a memo on November 9, 2004 requiring that all grants and restricted donations to departments be received by resolution and by more than two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

C. CRITICAL TIMING ISSUES:
This agreement becomes effective on the date signed by all required signatures under Minn. Stat. § 16C.05, subdivision 2, and shall remain effective through May 31, 2024.

D. FINANCIAL IMPACT:
None

E. LEGAL CONSIDERATION:
There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):
Council could disapprove of signing the contract preventing membership in the MN ICAC Task Force and making the training and/or equipment unavailable to the Department of Public Safety/Police Department.

PRINCIPAL PARTIES EXPECTED AT MEETING:
None

ATTACHMENTS:

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<tr>
<th>Description</th>
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<tbody>
<tr>
<td>Minnesota Internet Crimes Against Children (ICAC) Task Force Multi-Agency Law Enforcement Joint Powers Agreement</td>
<td>Contract/Agreement</td>
</tr>
<tr>
<td>Resolution approving Joint Powers Agreement with the City of Richfield regarding The Minnesota Internet Crimes Against Children (ICAC) Task Force</td>
<td>Resolution Letter</td>
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</tbody>
</table>
STATE OF MINNESOTA

JOINT POWERS AGREEMENT
MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the "City of Richfield on behalf of its Police Department, 6700 Portland Avenue, Richfield, MN 55423" ("Governmental Unit").

Recitals

Under Minnesota Statutes, § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in these activities. The Governmental Unit wants to participate in the Minnesota Internet Crimes Against Children (ICAC) Task Force and be provided reimbursement of the following: equipment, training, and expenses (including travel and overtime) as are incurred by law enforcement as a result of ongoing investigations.

Agreement

1. Term of Agreement
   1.1 Effective Date. This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes, § 16C.05, subdivision 2.
   1.2 Expiration Date. This Agreement expires five years from the date it is effective unless terminated earlier pursuant to clause 12.

2. Purpose
   The Governmental Unit and BCA enter into this Agreement to implement a three-pronged approach of prevention, education and enforcement to combat internet crimes against children. This Agreement provides the mechanism to reimburse the Governmental Unit for equipment, training and expenses (including travel and overtime), which are incurred by law enforcement as a result of these investigations.

3. Standards
   The Governmental Unit will adhere to the ICAC Program standards identified below.

   3.1 Investigate activities related to internet crimes and the exploitation of children through the use of computers.
   3.2 Investigate organizations to disrupt and dismantle crimes committed against children.
   3.3 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
   3.4 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
3.5 Investigators will use, as appropriate, the most current investigative technologies and techniques.
3.6 Investigators must be licensed Minnesota peace officers.
3.7 Investigators will comply with the guidelines of the Department of Justice Internet Crimes Against Children Program Operational and Investigative Standards.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:
   4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the BCA ICAC Project Commander to assist in reimbursement deadlines.
   4.1.2 Submit an ICAC reimbursement request for pre-approval of funds. This request shall include a description of the item requested for reimbursement and an explanation of how it qualifies under the required criteria in Clauses 3.1 and 3.2 and an operational plan.
   4.1.3 Conduct investigations in accordance with provisions of the ICAC Operational and Investigative Standards, identified in Clause 3.7 above, and conclude the investigations in a timely manner.
   4.1.4 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the ICAC Program.
   4.1.5 Not comingle ICAC funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.

4.2 The BCA will:
   4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.
   4.2.2 Review and approve or decline reimbursement requests under clause 4.1.2 within seven (7) business days of the reimbursement request.

4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a Governmental Unit acting through its employees.

5. Payment

5.1 To receive reimbursement for an expense, Governmental Unit must make a request for reimbursement to the BCA Authorized Representative under the required criteria for operational and investigative standards.
5.2 To receive approved reimbursement, Governmental Unit must submit an expense form no later than 15 business days after the end of the month during which the expense is incurred.
5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
5.4 In the event Governmental Unit breaches this Agreement, it will not be eligible to receive reimbursement for any expenses.

6. Authorized Representatives

The BCA’s Authorized Representative is the following person or his successor:
   Name: Donald Cheung, Senior Special Agent/Commander of MN ICAC
   Address: Department of Public Safety; Bureau of Criminal Apprehension
            1430 Maryland Street East
            Saint Paul, MN 55106
   Telephone: 651.793.7000
   E-mail Address: donald.cheung@state.mn.us

The Governmental Unit’s Authorized Representative is the following person or his/her successor:
   Name: Joe Ogren, Detective
   Address: Richfield Police Department
            6700 Portland Avenue
            Richfield MN 55423
   Telephone: 612-861-9844
   E-mail Address: jogren@richfieldmn.gov
If the Governmental Unit’s Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA.

7. **Assignment, Amendments, Waiver, and Agreement Complete**

   7.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.

   7.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

   7.3 **Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

   7.4 **Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. **Liability**

   The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA’s liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes, § 3.736, and other applicable law. The Governmental Unit’s liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes, §§ 466.01-466.15, and other applicable law.

9. **Audits**

   Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit’s books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. **Government Data Practices**

    The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

    If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. **Venue**

    The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. **Expiration and Termination**

    12.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

    12.2 In the event that federal funding is no longer available, the BCA will email the Governmental Unit’s Authorized Representative and terminate the Agreement. The termination will be effective two (2) business days after email notification to the Governmental Unit; and the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

3

165009 2019 ICAC JPA Richfield PD
13. Continuing Obligations
The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

GOVERNMENTAL UNIT
Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By and Title: ____________________________
Governmental Unit
Date

By and Title: ____________________________
Governmental Unit
Date

By and Title: ____________________________
Governmental Unit
Date

By and Title: ____________________________
Governmental Unit
Date

DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

By and Title: ____________________________
(with delegated authority)
Date

COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _______________________________________
Date
RESOLUTION NO.

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF RICHFIELD ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE MINNESOTA INTERNET CRIMES AGAINST CHILDREN TASK FORCE (ICAC)

WHEREAS, the City of Richfield on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to utilize applicable state and federal laws to investigate and prosecute crimes committed against children and the criminal exploitation on children that is committed and/or facilitated by or through the use of computers.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Richfield, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Richfield on behalf of its Police Department, are hereby approved. A Copy of the Joint Powers Agreement is attached to this Resolution and made a part of it.

2. That the Chief, Jay Henthorne, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.

3. That Maria Regan Gonzalez, the Mayor for the City of Richfield, and Elizabeth VanHoose, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 24th day of September, 2019.

_________________________________
Maria Regan Gonzalez, Mayor

ATTEST:

____________________________________
Elizabeth VanHoose, City Clerk
ITEM FOR COUNCIL CONSIDERATION:
Consider approval to renew the contract with Chief's Towing, Inc., for Public Safety towing services for December 1, 2019, through November 30, 2021.

EXECUTIVE SUMMARY:
The City of Richfield requires the services of a towing contractor to tow impounded vehicles/trailers as well as vehicles parked illegally during snow ordinance enforcement, etc. The contract with Chief's Towing expires November 30, 2019. They are requesting an increase of 2% for services provided each year for the next contract.

RECOMMENDED ACTION:
By motion: Approve the renewal of the contract with Chief's Towing, Inc., 8610 Harriet Avenue South, Bloomington, MN, for Public Safety towing services for the period of December 1, 2019, through November 30, 2021.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   • The City currently has a contract with Chief's Towing, Inc., for Public Safety towing services.
   • Chief's Towing, Inc., was awarded the contract for 2019 and would like to renew the contract for the years 2019-2021, as the contract expires on November 30, 2019.  
   • The contract can be automatically renewed if both parties agree to the renewal and if Chief's notifies the City in writing, 30 days in advance of the expiration of the contract, that they wish to renew.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   • Chief's notified the City that they wish to renew the contract for 2019-2021.  
   • The Public Safety Department wishes to renew the contract with Chief's Towing, Inc.  
   • Contracts for services need not be competitively bid.  
   • The contract has numerous conditions that must be met. Chief's Towing, Inc., is a reputable, established towing business that meets all contract requirements.

C. CRITICAL TIMING ISSUES:
A six month notice must be given by either party in writing to terminate the contact.

On December 1, 2019, Public Safety must have towing services. This is particularly important with the possibility of snow ordinance violations at any time.

Chief’s is a large towing company that can handle the needs of Public Safety regarding seizure/impound vehicles and comply with City ordinances that a smaller company could not handle effectively.

D. **FINANCIAL IMPACT:**

- Rates will increase by 2% each year for the period of December 1, 2019-November 30, 2021, per the attached letter from Jeffery Schoenborn, General Manager of Chief’s Towing.
- There is adequate funding in the Public Safety budget to cover the costs.

E. **LEGAL CONSIDERATION:**

- The City Attorney has reviewed and approved the past contract with Chief’s Towing, Inc.

**ALTERNATIVE RECOMMENDATION(S):**

- Council could chose to not sign the contract; however, Public Safety must have towing and impounding services beginning December 1, 2019.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter and Material</td>
<td>Cover Memo</td>
</tr>
<tr>
<td>Agreement</td>
<td>Contract/Agreement</td>
</tr>
</tbody>
</table>
September 4, 2019

City of Richfield
Richfield Public Safety Department
Lt. Joe Griffin
6700 Portland Avenue South
Richfield, MN 55423


LT. Griffin:

Chief’s Towing, Inc. would like to take this opportunity to thank you for allowing us to perform the towing, impounding and storage of motor vehicles for the City of Richfield this past year. We would like to extend the contract for an additional (2) year period if such an extension is approved by the Richfield City Council, with a price adjustment of 2% this year and 2% the 2nd year.

Attached is a list of the new proposed rates for 2019-20, rounded to the nearest nickel.

Sincerely,

Jeffery R. Schoenborn
Chief’s Towing, Inc.
General Manager
## Current and proposed rates for TOWING, IMPOUNDING, STORAGE OF VEHICLES AND SERVICES

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Current 12/01/2018 thru 11/30/2019</th>
<th>Proposed 12/01/2019 thru 11/30/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Towing of impounded cars, trucks (under 1 ½ ton capacity), motorcycles, all-terrain vehicles, snowmobiles and unattended Utility trailers towed within the City of Richfield</td>
<td>$91.25 $93.10</td>
<td>$91.25 $93.10</td>
</tr>
<tr>
<td>Towing charge for the same from outside the City of Richfield</td>
<td>$91.25 $93.10</td>
<td>$91.25 $93.10</td>
</tr>
<tr>
<td>Mileage charge for same</td>
<td>$3.65 $3.70</td>
<td>$3.65 $3.70</td>
</tr>
<tr>
<td>Towing of trucks (larger than 1 ton capacity) within the City of Richfield</td>
<td>$152.95 $156.00</td>
<td>$152.95 $156.00</td>
</tr>
<tr>
<td>Towing charge for the same outside the City of Richfield</td>
<td>$152.95 $156.00</td>
<td>$152.95 $156.00</td>
</tr>
<tr>
<td>Mileage charge for same</td>
<td>$3.65 $3.70</td>
<td>$3.65 $3.70</td>
</tr>
<tr>
<td>Use of Winch with a tow Car (Per hour)</td>
<td>$22.75 $23.20</td>
<td>$22.75 $23.20</td>
</tr>
<tr>
<td>Truck (Per hour)</td>
<td>$37.75 $38.50</td>
<td>$37.75 $38.50</td>
</tr>
<tr>
<td>Use of Dolly</td>
<td>$22.75 $23.20</td>
<td>$22.75 $23.20</td>
</tr>
<tr>
<td>Use of low-bed trailer or truck (flatbed required)</td>
<td>$114.20 $116.50</td>
<td>$114.20 $116.50</td>
</tr>
<tr>
<td>Storage Charges</td>
<td></td>
<td></td>
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<tr>
<td>First 24 hours or fraction thereof:</td>
<td></td>
<td></td>
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<tr>
<td>Inside Storage</td>
<td>$40.40 $41.20</td>
<td>$40.40 $41.20</td>
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<tr>
<td>Outside Storage</td>
<td>$30.20 $30.80</td>
<td>$30.20 $30.80</td>
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<tr>
<td>Each additional 24 hours or fraction thereof:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inside Storage</td>
<td>$40.40 $41.20</td>
<td>$40.40 $41.20</td>
</tr>
<tr>
<td>Outside Storage</td>
<td>$30.20 $30.80</td>
<td>$30.20 $30.80</td>
</tr>
<tr>
<td>Forfeitures</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicles forfeited to the City of Richfield</td>
<td>$156.55 $159.70</td>
<td>$156.55 $159.70</td>
</tr>
<tr>
<td>City owned vehicles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Towing city owned vehicle less than 1 ton within city of Richfield</td>
<td>$44.45 $45.35</td>
<td>$44.45 $45.35</td>
</tr>
<tr>
<td>Mileage charge for same outside city</td>
<td>$3.65 $3.70</td>
<td>$3.65 $3.70</td>
</tr>
</tbody>
</table>
THIS AGREEMENT is made this 24th day of September, 2019, between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Avenue South, Richfield, Minnesota 55423 (hereinafter referred to as the “City”), and Chief’s Towing, Inc., located at 8610 Harriet Avenue South (hereinafter referred to as the “Contractor”).

WITNESSETH

WHEREAS, the City has a need to contract for the towing, impounding and storage of motor vehicles; and

WHEREAS, the City requires that the towing operators are located within three (3) miles of the City limits; and

WHEREAS, the Contractor is the operator of a towing and storage facility within three (3) miles of the City limits and has the expertise and capabilities to provide the required services;

NOW THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall be from December 1, 2019, to November 30, 2021, subject to termination as provided in Subdivision V.
II. DUTIES OF CONTRACTOR

A. The Contractor shall tow, impound, and store all motor vehicles, which are ordered removed under the direction of the police chief, or the fire chief, of the City of Richfield or their authorized and legal representatives. The Contractor shall be entitled to a charge for its towing and storage services pursuant to those fees specified in the Contractor’s Proposal (Exhibit B). It is agreed that neither the City nor the Richfield Police Department is responsible for any charges as a result of towing and/or storage, with the exception of those vehicles identified by the Police as subject to forfeiture, and that the Contractor assumes liability for any unpaid charges.

B. The Contractor agrees to provide the services, as proposed, and perform all other terms and conditions according to the City’s Specifications and the Contractor’s Proposal, incorporated by reference herein as Exhibit A and Exhibit B.

C. The Contractor shall defend, indemnify and hold harmless, the City of Richfield, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the Contractor’s (including its officials, agents or employees), performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is
caused in whole or in part by any negligent act or omission or willful misconduct of Contractor.

D. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Contractor’s staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Contractor and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual relationship with the City and shall not be considered employees of the City, and any and all claims that may or might arise under the Workers’ Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any
determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers’ Compensation, Unemployment Compensation, disability, severance pay and PERA.

E. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363.

F. The Contractor agrees to maintain for the full term of this Agreement, the following minimum insurance coverage:

   a) $1,000,000.00 Comprehensive General Liability insurance, Business Auto Policy with $1,000,000.00 limits and Garage Keeper’s Legal Liability.

   b) Workers’ Compensation insurance covering all employees of the Contractor, or his agents, in accordance with the Minnesota Workers’ Compensation Law.

Certifications of insurance must be filed with the City and shall include a provision that states the insurance company shall give the City at least 25 days written notice prior to cancellation, non-renewal, or any material change in the policy. The Contractor further agrees to name the City of Richfield as additional insured on said comprehensive general liability policy.
G. The Contractor agrees to furnish on or before the date this Agreement becomes effective, an acceptable corporate surety bond in the amount of $10,000, payable to the City of Richfield and subject to approval by the Richfield City Attorney, for the faithful performance of all duties and obligations imposed under the terms and conditions of the Agreement.

III. DUTIES OF THE CITY

The City agrees to pay the Contractor the flat rate charge of $156.55 per vehicle for the towing and storage of vehicles identified by the Police Department as subject to forfeiture and which are subsequently released to the Police Department.

IV. MISCELLANEOUS

A. This agreement represents the entire Agreement between the Contractor and the City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

B. The Contractor agrees to comply with the Americans With Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney’s fees and staff time, in any action or proceeding brought, alleging a violation of ADA and/or Section 504 caused by the Contractor.
Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The City has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

C. The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes. The Contractor agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this contract.

D. This Agreement shall not be assignable except at the written consent of the City.

E. The books, records, documents, and accounting procedures of the Contractor, relevant to this Agreement, are subject to examination by the City, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 168.06, Subdivision 4.

F. The City and the Contractor agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Mediation Center, 1821 University Avenue, St. Paul, Minnesota. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event
mediation is unsuccessful, either party may exercise its legal or equitable remedies and commence such action prior to the expiration of the applicable statute of limitations.

V. TERMINATION

Either party may terminate this Agreement for any reason upon giving six (6) months advanced written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first above written.

CITY OF RICHFIELD

DATED: __________________________  BY: __________________________
Its Mayor

DATED: __________________________  BY: __________________________
Its Manager

CHIEF’S TOWING, INC.

DATED: __________________________  BY: __________________________
Its: __________________________
ITEM FOR COUNCIL CONSIDERATION:
Consider approval of a three year contract with Vitals™, for Public Safety and Fire Personnel.

EXECUTIVE SUMMARY:
Vitals™ provides electronic introduction, notification or location services and associated software and hardware products to public safety agencies or their employees for on-the-ground interactions with vulnerable individuals, their families and caregivers.

The City of Richfield Police and Fire Personnel intend to utilize and deploy the Services in order to increase public safety and foster community relations.

RECOMMENDED ACTION:
By motion: Approve a three year contract with Vitals™ for Public Safety and Fire Personnel.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
Vitals™ Aware Services, is a Twin Cities-based company building technology for social good. Founded in partnership with the Autism Society of Minnesota, Vitals™ launched in August of 2017 in St. Paul.

The following Departments in Hennepin County currently have a contact with Vitals™:
- Deephaven Police Department
- Hopkins Police Department
- Plymouth Police Department
- Hennepin County Sheriffs Department
- Three Rivers Park Police
- Rogers Police Department
- Crystal Police Department
- Golden Valley Police Department

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
None
C. **CRITICAL TIMING ISSUES:**
   None

D. **FINANCIAL IMPACT:**
   The annual cost is $5,492.40 and there is adequate funding in the Public Safety and Fire budget to cover the costs of the Vitals™ Aware Services.

E. **LEGAL CONSIDERATION:**
   The City Attorney has reviewed and approved the contract with Vitals™ Aware Services.

**ALTERNATIVE RECOMMENDATION(S):**
The Council could deny the three year Vitals™ Aware Services contract. This would mean that Public Safety and Fire Personnel would not have access to Vitals™ Aware Services.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Contract</td>
<td>Contract/Agreement</td>
</tr>
</tbody>
</table>
VITALSTM STANDARD SERVICES AGREEMENT

THIS AGREEMENT (this “Agreement”), to take effect on October 1, 2019, (the “Effective Date”), is entered into by and between Vitals Aware Services, Inc., a Delaware corporation (“VitalsSTM”), and City of Richfield (the “Customer,” and together with VitalsSTM, the “Parties,” and each, a “Party”).

RECITALS

WHEREAS, VitalsSTM is in the business of providing electronic introduction, notification or location services and associated software and hardware products to public safety agencies or their employees for on-the-ground interactions with vulnerable individuals (the “Services”) and to vulnerable individuals and their families and caregivers, and

WHEREAS, Customer desires to utilize and deploy the Services in order to increase public safety and foster community relations, and VitalsSTM desires to license the Services to Customer,

AGREEMENT

NOW, THEREFORE, in consideration of the promises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Services; Grant of License.

1.1. Services

(a) General. VitalsSTM shall provide the Services to Customer as provided in this Agreement. VitalsSTM shall work with Customer to maximize the positive impact of the Services and the relating application (the “App”) within Customer’s community through department training, community engagement and local enterprise connections.

(b) VitalsSTM Requirements.

(i) On the Effective Date, VitalsSTM shall provide to Customer the following:

1) activation of user log-in capability for each individual supplied by Customer prior to the Effective Date;

2) access to a user manual;

3) informational and promotional materials for distribution to Customer’s community in a reasonable quantity or as reasonably requested; and

4) virtual or in person training based reasonably on size and location of Customer to promptly occur after the Effective Date.

(ii) On the Effective Date and until this Agreement is terminated, VitalsSTM shall provide to Customer the following:

1) additional activation of user profiles as requested by Customer;

2) termination of user profiles as requested by Customer;
3) periodic software application updates pushed out to all active Customer profiles and communication regarding the updates sent to Customer and Customer profiles; and

4) technical support through Vitals™’s website, online chat, phone and email (as provided through the App).

(c) Customer Requirements.

(i) Within seven (7) business days prior to the Effective Date, Customer shall provide to Vitals™ the following:

1) names and email addresses for individuals to have active profiles, provided electronically and in .csv format; and

2) name and contact information of (I) a lead contact representing Customer, (II) a lead contact representing Customer’s internal information technology (IT) department or similar department and (III) a lead contact representing Customer’s finance department or similar department.

(ii) Within two (2) weeks after the Effective Date:

1) Customer will coordinate timing with Vitals™ communication department for a public announcement that Customer has equipped its officers with the capability of using the App and that such capability is now available to the public within Customer’s community; and

2) Customer will have provided training on Vitals™ Services and the App to all activated users as of the Effective Date.

(iii) On the Effective Date and until this Agreement is terminated, Customer shall provide to Vitals™ prompt notice of, and a reasonable opportunity to attend, community and enterprise events, which Customer determines, in good faith, are relatable to the Services.

1.2. License. For the duration of the term of this Agreement, Customer will have the nonexclusive, non-assignable (except as provided for in Section 5.6 below), limited right to access and use the Services and the App solely for Customer’s operations and subject to the terms of this Agreement. Customer may allow Customer’s employees and independent contractors to access and use the Services and the App for this purpose and Customer is responsible for Customer’s employees’ and independent contractors’ compliance with the terms of this Agreement.

1.3. Service Interruptions. Upon notice to Vitals™ of any interruption in service, excluding interruptions caused from lack of cellular service, acts of God, or third-party interference, through the App or in applicable Services, Vitals™ shall resolve any issue causing interruption in service within twenty-four (24) hours and provide Customer with updates throughout the repair process. Notwithstanding anything to the contrary herein, Customer may provide oral or written notice under this Section 1.3 to Vitals™ through Vitals™’s contact website portals, online chat, telephone and email.

1.4. Pricing. During the term of this Agreement, Customer shall pay Vitals™ in accordance with pricing details on Schedule 1.4 of this Agreement. Vitals™ is guaranteeing the pricing details on Schedule 1.4 for the Initial Term. Upon the end of such guarantee period, Vitals™ shall provide updated pricing details to Customer one hundred twenty (120) days prior to the expiration of the Initial Term.
2. Ownership and Restrictions.

2.1. Customer retains all ownership and intellectual property rights in all information and data communicated to or entered into any Service or the App by or on behalf of Customer or any Customer employee or independent contractor (“Customer Data”). Vitals™ or its licensors retain all ownership and intellectual property rights in and to the Services, the App and all other programs developed by Vitals™ (the “Vitals™ Programs”). Vitals™ represents and warrants that it is the owner or authorized licensee of Vitals™ Programs and their components or has and shall maintain during the term of this Agreement the legal right to license the same to Customer as contemplated hereby. Vitals™ retains all ownership and intellectual property rights in and to anything developed or delivered by or on behalf of Vitals™ under this Agreement. Vitals™ reserves the right to use and incorporate any customizations developed for clients into other client customizations or into Vitals™ Programs.

2.2. Customer may not:

(a) make Vitals™ Programs or any materials obtained or resulting from the Services available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted for the specific program license or materials from the Services Customer has acquired);

(b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of Vitals™ Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by any Vitals™ Programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to those offered by Vitals™;

(c) except as required by law, disclose results of any Services or program benchmark tests without Vitals™’s prior written consent; and/or

(d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or provide the Services, Vitals™ Programs or any other materials provided by Vitals™ to any third party, other than as expressly permitted by this Agreement.

2.3. Customer further agrees that:

(a) the rights of any user authorized to use the Services on a “named user” basis cannot be shared or used by more than one individual (unless such authorization is reassigned in its entirety to another authorized user, in which case the prior authorized user shall no longer have any right to access or use the Services) unless otherwise agreed to in writing by Vitals™;

(b) except as expressly provided herein, including as may be necessary to conduct performance testing as expressly contemplated by this Agreement, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, whether now known or hereafter developed; and

(c) Client agrees to use commercially reasonable efforts to prevent unauthorized third parties from accessing and/or using the Services.

2.4. Vitals™ reserves the right to perform statistical analyses of Customer’s use of the Services. Vitals™ does this to measure the effectiveness of the Services, to optimize the performance of the Services, and to ensure compliance with the terms of this Agreement. Customer will not have any
right or ability to obtain or learn the results of any such analysis, except for results of statistical
analyses performed solely on Customer, Customer Data or Customer’s employees or independent
contractors.

2.5. Customer grants Vitals™ a worldwide, transferable, perpetual, royalty-free license to use all
Customer Data.

2.6. Vitals™ will retain Customer Data for a period of ninety (90) days.

3. **Data.**

3.1. Minnesota Government Data Practices Act. The Parties agree to comply with the Minnesota
Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data
provided or stored by the Customer pursuant to this Agreement, and (2) all Customer Data,
created, collected, received, stored, used, maintained, or disseminated by Vitals™ pursuant to this
Agreement.

3.2. Provision of Vitals™ held Customer Data. Vitals™ will make the Customer Data held by Vitals™
available to Customer through a portal provided by Vitals™ for the benefit of Customer (such
portal to have the Customer Data described on Schedule 3.2 hereto) and the Parties agree that all
public access requests for such Customer Data shall be managed and fulfilled by the Customer
using the available portal provided by Vitals™. Customer acknowledges that all Customer Data
available on such portal will be available only for periods of ninety (90) days and that it is
Customer’s responsibility to pull necessary periodic reports from such portal to retain Customer
Data in accordance with Customer’s retention policy. Except as required by law, Customer Data
within the Vitals™ Services will not be directly accessible to fulfill data requests under the

4. **Term; Termination.**

4.1. This Agreement shall be for a term of one (1) year beginning on the Effective Date as defined
above (the “Initial Term”). The term of this Agreement shall automatically renew on each
anniversary of the Effective Date for an additional term of three (3) years (the “Renewal Date”)
unless cancelled in writing at least 90 (ninety) days in advance of the next Renewal Date. Either
Party may cancel the Agreement by giving written notice of non-renewal.

4.2. Notwithstanding anything to the contrary, either Party may terminate this Agreement with
immediate effect upon Notice to the other party, if the other party: (a) fails to pay any amount
when due under this Agreement and such failure continues for thirty (30) days after the other
Party’s receipt of notice of nonpayment; (b) has not otherwise performed or complied with any of
the terms of this Agreement, in whole or in part; or (c) becomes insolvent, files a petition for
bankruptcy, or commences or has commenced against it proceedings relating to bankruptcy,
receivership, reorganization, or assignment for the benefit of creditors.

5. **Miscellaneous.**

5.1. Independent Contractor. Vitals™ is an independent contractor of Customer. Nothing herein
will be deemed to constitute the Parties as joint venturers or partners nor as creating any relationship
of employer and employee, franchisor and franchisee, or principal and agent. Neither Party may
bind or commit the other.
5.2. **Notices.**

(a) **Requirement of a Writing; Permitted Methods of Delivery.** Each Party giving or making any notice, request, demand or other communication (each, a “Notice”) pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, registered or certified United States Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), facsimile or e-mail.

(b) **Addressees and Addresses.** Any Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the “Addressee”) at the address listed on the signature page of this Agreement or to another Addressee or another address as designated by a Party in a Notice pursuant to this Section.

(c) **Effectiveness of a Notice.** Except as provided elsewhere in this Agreement, a Notice is effective only if the Party giving the Notice has complied with these Subsections 5.2(a) and (b) and if the Addressee has received the Notice.

5.3. **Indemnification.** Vitals agrees to defend and indemnify Customer and its officials, employees and agents, for any claims, liability, damages, and expenses (including reasonable attorneys’ fees and costs) arising out of the unlawful disclosure of personally identifiable information provided through the App or arising out of Vitals’ gross negligence or willful misconduct in providing the services under this Agreement.

5.4. **Insurance.** Vitals is required to maintain reasonable insurance coverage to respond to the duties and obligations undertaken by the Vitals in the Agreement. Before Vitals commences providing services under this Agreement and before Customer utilizes the App, Vitals must provide Customer with a certificate of insurance that is acceptable to Customer.

5.5. **Amendment; Waiver.** The Parties may amend this Agreement only by a mutually executed written agreement of the Parties that identifies itself as an amendment to this Agreement. The Parties may waive any provision of this Agreement only by a writing executed by the Party against whom the waiver is sought to be enforced.

5.6. **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

5.7. **Merger.** This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement, other than those expressly stated in this Agreement.

5.8. **Assignment.** No Party may assign any of its rights under this Agreement, except with the prior written consent of the other Party. That Party shall not unreasonably withhold its consent. If there is an assignment of rights, the non-assigning Party is deemed to have agreed to perform in favor of the assignee. Notwithstanding the foregoing, Vitals™ may assign this Agreement to any affiliate or subsidiary of Vitals™.
5.9. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the signatories.

5.10. **Limitation of Liability.** THE LIABILITY OF EACH PARTY WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED THE COST OF THE SERVICES PROVIDED HEREUNDER, AND NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, WHICH IN ANY WAY ARISE OUT OF RELATE TO THIS AGREEMENT, SUCH PARTY’S PERFORMANCE OR NONPERFORMANCE UNDER THIS AGREEMENT, OR THE PROVISION OF OR FAILURE TO PROVIDE ANY SERVICE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS INTERRUPTIONS AND THIRD-PARTY CLAIMS, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.11. **Governing Law; Forum Selection.** The laws of the State of Minnesota (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement may bring the legal action or proceeding in the United States District Court for the District of Minnesota or in any court of the State of Minnesota sitting in Hennepin County. Each Party waives, to the fullest extent permitted by law, its right to contest jurisdiction brought in the aforementioned venues and submits to the nonexclusive jurisdiction of the same for all purposes of all legal actions and proceedings arising out of or relating to this Agreement.

5.12. **Counterparts.** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other Parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Parties. In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

VITALS AWARE SERVICES, INC.

By (Signature): [Signature]
Name (Print): Janeé L. Harteau
Its: President, CEO
Address: 6595 Edenvale Blvd, Ste. 155
         Eden Prairie, MN 55346
Email Address: jharteau@thevitalsapp.com

CUSTOMER

Customer Name: City of Richfield

By (Signature): [Signature]
Name (Print): Maria Regan Gonzalez
Its: Mayor
Address: 6700 Portland Ave
         Richfield, MN 55423
Email Address: mregan@richfieldmn.gov
SCHEDULE 1.4
PRICING

Customer is guaranteed these prices for a period of 3 (three) years beginning on the Effective Date

City of Richfield - Police and Fire Department Pricing

<table>
<thead>
<tr>
<th>Service Description</th>
<th># of Subscriptions</th>
<th>Price Per Month</th>
<th>Total Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vitals™ First Responder Subscriptions - Police Department</td>
<td>40</td>
<td>$9.95/ea</td>
<td>$4776.00</td>
</tr>
<tr>
<td>Vitals™ First Responder Subscriptions - Fire Department</td>
<td>6</td>
<td>$9.95/ea</td>
<td>$716.40</td>
</tr>
</tbody>
</table>

Payment Schedule:

Due 30 days after Effective Date: $5492.40
Due first anniversary of Effective Date: $5492.40
Due second anniversary of Effective Date: $5492.40

Future prices may vary.
## Schedule 3.2

### Customer Data Available through Portal

<table>
<thead>
<tr>
<th>Data</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>responder</td>
<td>id of the person logged in to the responder app</td>
</tr>
<tr>
<td>beacon</td>
<td>id of the beacon found</td>
</tr>
<tr>
<td>accountID</td>
<td>account of the profile/beacon</td>
</tr>
<tr>
<td>carrier</td>
<td>id of the profile associated with that beacon at the time</td>
</tr>
<tr>
<td>start_loc</td>
<td>geoJSON point of the first report of contact with the beacon</td>
</tr>
<tr>
<td>start_time</td>
<td>time reported by the device of the first contact with the beacon</td>
</tr>
<tr>
<td>end_loc</td>
<td>location of the last reported contact with the beacon</td>
</tr>
<tr>
<td>end_time</td>
<td>time of the last reported contact with the beacon</td>
</tr>
<tr>
<td>device</td>
<td>description of the device that detected the beacon</td>
</tr>
<tr>
<td>resolutionStatus</td>
<td>highest level of interaction attained</td>
</tr>
<tr>
<td>created</td>
<td>server time database record was created</td>
</tr>
<tr>
<td>modified</td>
<td>server time record was last modified</td>
</tr>
</tbody>
</table>
ITEM FOR COUNCIL CONSIDERATION:
Consider the adoption of a resolution authorizing acceptance of Office of Traffic Safety (OTS) funds for an extension on an original four-year grant to fully fund an officer dedicated for DWI enforcement in Richfield.

EXECUTIVE SUMMARY:
The National Highway Traffic Safety Administration (NHTSA) is providing federal funding to the OTS to implement a program to support one full time officer solely for DWI enforcement. Eight counties, including Hennepin, were chosen to receive grant funding. The grant is administered through the OTS. The grant was guaranteed for four years, but will be written for an additional federal fiscal year at a time. The City of Richfield has received an additional extension and has been awarded $76,919.89 for 2020.

RECOMMENDED ACTION:
By motion: Adopt a resolution allowing the Richfield Department of Public Safety to accept a grant from the Office of Traffic Safety (OTS) for an extension on an original four-year grant to fully fund an officer dedicated for DWI enforcement in Richfield.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - The average number of DWI arrests per year in Richfield is 176. The goal is to increase that to 200 DWI arrests per year.
   - In 2016, Richfield had 26 alcohol related crashes.
   - In 2017, Richfield had 30 alcohol related crashes.
   - In 2018, Richfield had 21 alcohol related crashes.
   - From October 1, 2017, to September 30, 2018, there were 20 DWI crashes, which is the fiscal year for State of Minnesota agencies.
   - Minnesota Motor Vehicle Crash Facts data show that the hours between 5:00 p.m. and 5:00 a.m. as having the highest concentration of alcohol related crashes. The DWI officer's work shift will be from 5:00 p.m. to 5:00 a.m. with a minimum of two Fridays and two Saturdays per month to be a required part of the DWI officer's schedule. Statistics will be checked daily, including but not limited to: speed tickets, seat belt tickets, texting tickets, "Not a Drop" tickets and warnings.
associated with these statistics. Proactive criminal interdiction patrol would also be implemented.

- The City of Richfield has been approved to receive $76,919.89 from the DWI Officer grant for 2020.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):

- Public Safety does not accept financial support unless it is designated for a specific program that will affect the department as a whole.
  - The grant money will be used by Public Safety to pay for one full-time police officer salary; including overtime and/or training.
  - Minnesota Statute 465.03 requires that every acceptance of a grant or devise of real or personal property on terms prescribed by the donor be made by resolution of more than two-thirds majority of the City Council.
  - The Administrative Services Department issued a memo on November 9, 2004, requiring that all grants and restricted donations to departments be received by resolution and by a two-thirds majority of the City Council in accordance with Minnesota Statute 465.03.

C. CRITICAL TIMING ISSUES:

- The total length of the grant was for four years, however, grants will be written for one federal fiscal year at a time and the City of Richfield has received an extension on an original four-year grant to fully fund an officer.

D. FINANCIAL IMPACT:

- Federal guidelines require this money be spent on projects designed to reduce DWI incidents. Both the officer and majority of the equipment funded by the grant can only be used for the enforcement of laws prohibiting driving while impaired. If the DWI officer responds to, or is called to an incident for something other than an alcohol-related driving offense, the time spent on non-DWI related enforcement exceeding 15 successive minutes must be paid for by the agency. The vehicle will be assigned to and driven solely by the DWI officer.
- The Richfield Department of Public Safety has developed a work plan and budget that have been approved by the OTS.
- The grant will cover one full-time sworn officer, and fringe benefits are covered by the grant. The Richfield Department of Public Safety has funds budgeted for items not covered by the grant.

E. LEGAL CONSIDERATION:

- There are no legal considerations.

ALTERNATIVE RECOMMENDATION(S):

- Council could disapprove the acceptance of the grant but the Richfield Department of Public Safety would then not be able to dedicate an officer to DWI enforcement.

PRINCIPAL PARTIES EXPECTED AT MEETING:

None

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution</td>
<td>Resolution Letter</td>
</tr>
<tr>
<td>Agreement</td>
<td>Contract/Agreement</td>
</tr>
</tbody>
</table>
RESOLUTION NO.

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY/POLICE TO ACCEPT GRANT MONIES FROM THE OFFICE OF TRAFFIC SAFETY IN THE AMOUNT OF $76,919.89 OR A LESSER AMOUNT, AS AWARDED BY THE DEPARTMENT OF PUBLIC SAFETY, TO FUND A POLICE OFFICER DEDICATED TO DWI ENFORCEMENT.

WHEREAS, Richfield Police Department has been approved by the Office of Traffic Safety (OTS) to receive funds made available to eight Counties in the State of Minnesota through federal funding provided by the National Highway Traffic Safety Administration (NHTSA); and

WHEREAS, Richfield is scheduled to be awarded $76,919.89 or a lesser amount as awarded by the Minnesota Department of Public Safety to be used as designated by the grant agreement which mandates that the funds be used to support one full time officer dedicated to DWI enforcement for an extension of the original term of four years; and,

WHEREAS, Richfield has agreed that the Minnesota Department of Public Safety will serve as the fiscal agent; and,

WHEREAS, in accordance with the agreement, squad operating costs per mile, maintenance, uniforms, weapons and time spent in excess of 15 minutes on non-DWI related calls will be covered by the Richfield Police Department; and,

WHEREAS, Richfield Police has established an approved budget with the OTS for $76,919.89 or a lesser amount for the DWI enforcement program; and,

NOW, THEREFORE, BE IT RESOLVED that the City of Richfield, Public Safety Department enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety enforcement projects during the period from October 1, 2019 to September 30, 2020.

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of September, 2019.

________________________________________
Maria Regan Gonzalez, Mayor

ATTEST:

________________________________________
Elizabeth VanHoose, City Clerk
Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2020 NHTSA; 2020 DWI Officers Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 1620 St. Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2020 NHTSA; 2020 DWI Officers Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://app.dps.mn.gov/EGrants), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the
Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: __________________________________________
Date: ___________________________________________

Grant Agreement No. A-OFFICR20-2020-RICHFPD-016
PO No. 3-61910

2. GRANTEE

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

Signed: __________________________________________
Print Name: ________________________________________
Title: ______________________________________________
Date: _____________________________________________

Signed: ____________________________________________
Print Name: ________________________________________
Title: ______________________________________________
Date: _____________________________________________

3. STATE AGENCY

Signed: ____________________________________________
(with delegated authority)
Title: ______________________________________________
Date: ______________________________________________

Distribution: DPS/FAS
Grantee
State’s Authorized Representative
## Budget Summary

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State Reimbursement</th>
<th>Local Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>DWI Officer Salary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DWI Officer estimate of anticipated overtime.</td>
<td>$6,916.00</td>
<td>$0.00</td>
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<tr>
<td>DWI Officer salary for 2000 hours.</td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>$0.00</strong></td>
</tr>
<tr>
<td>Administrator Salary</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anticipated overtime for the DWI administrator.</td>
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<td>$0.00</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$298.89</strong></td>
<td><strong>$0.00</strong></td>
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<tr>
<td>TZD Conference</td>
<td></td>
<td></td>
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<tr>
<td>DWI Officer to conference in St. Cloud.</td>
<td>$365.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$365.00</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$76,919.89</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>
ITEM FOR COUNCIL CONSIDERATION:
Consider approval of a Temporary On Sale Intoxicating Liquor license for the Richfield Foundation's Wine Tasting event to take place on Thursday, October 10, 2019, in the atrium area of Woodlake Center, located at 6601 Lyndale Ave South.

EXECUTIVE SUMMARY:
On September 5, 2019, the City received application materials for a Temporary On Sale Intoxicating Liquor license for the Richfield Foundation's Wine Tasting event to take place on Thursday, October 10, 2019. The event will take place from 6:30 p.m. to 9:00 p.m. in the atrium area of Woodlake Center, located at 6601 Lyndale Avenue South.

The request is to serve wine, craft beer and spirits. They will have approximately 20 different wine, craft beer vendors, and spirits vendors. They will also offer appetizers, desserts, water and coffee.

All required information, documents and licensing fees have been provided. The Director of Public Safety has reviewed all required information and documents and has found no basis for denial.

The City Council has previously granted this license in conjunction with this event.

RECOMMENDED ACTION:
By motion: Approve the issuance of a Temporary On Sale Intoxicating Liquor license for Richfield Foundation's Wine Tasting event, to take place on Thursday, October 10, 2019, in the atrium area of Woodlake Center, located at 6601 Lyndale Avenue South.

BASIS OF RECOMMENDATION:
A. HISTORICAL CONTEXT
   - The applicant has satisfied the following requirements for the issuance of this license:
     - The required licensing fees have been received.
     - Proof of liquor liability insurance has been provided showing Evanston Insurance Company affording the coverage.
     - The Richfield Foundation has contacted food sanitarians from the City of Bloomington to ensure food handling practices are followed.
B. **POLICIES (resolutions, ordinances, regulations, statutes, etc):**
   - Richfield City Code Section 1202.05 requires all applicants to comply with all of the provisions of this code, as well as the provisions of Minnesota Statute Chapter 340A.

C. **CRITICAL TIMING ISSUES:**
   - The Richfield Foundation Wine Tasting event takes place on Thursday, October 10, 2019, so approval by the City Council is needed at the regular meeting on September 24, 2019.

D. **FINANCIAL IMPACT:**
   - The required licensing fees have been received.

E. **LEGAL CONSIDERATION:**
   - There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**
- The Council could deny the approval of the Temporary On Sale Intoxicating Liquor license for the Richfield Foundation. This would mean the applicant would not be able to serve alcohol at their Wine Tasting event; however, Public Safety has not found any basis for denial.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
A representative of the Richfield Foundation will be present.
ITEM FOR COUNCIL CONSIDERATION:
Consider approval of a contract renewal with Adesa Minneapolis for 2019-2020 for auctioning forfeited vehicles from Public Safety/Police.

EXECUTIVE SUMMARY:
Adesa is a company used by the Public Safety Department to store and auction-off seized vehicles. The City currently has a contract with Adesa and would like to renew the contract for the year 2019-2020.

RECOMMENDED ACTION:
By motion: Approve the renewal of the 2019-2020 auction service contract between the City of Richfield and Adesa Minneapolis, for the auctioning of forfeited vehicles from Public Safety/Police.

BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT
   - Adesa's performance during the past year of the contract period was satisfactory. They auction forfeiture vehicles for many cities, including the City of Bloomington.
   - Adesa Minneapolis has submitted the new contract for 2019-2020. No changes were made to the services they provide.

B. POLICIES (resolutions, ordinances, regulations, statutes, etc):
   - Adesa Minneapolis notified the City that they wish to renew their contract with the City.
   - The Public Safety Department wishes to renew the contract with Adesa Minneapolis. The contract has numerous conditions that must be met.
   - Adesa Minneapolis is a reputable, established auction company that meets all contract requirements.

C. CRITICAL TIMING ISSUES:
   - A 30-day written notice must be given by either party to terminate the contract.
   - Public Safety must have a company to store and auction forfeited vehicles.
   - Adequate space is not available in the City to store forfeited vehicles.

D. FINANCIAL IMPACT:
   - The fees remain the same and are detailed in the contract. There is adequate funding in the
Public Safety budget to cover the costs of Adesa Minneapolis services.

E. **LEGAL CONSIDERATION:**
   - The City Attorney has reviewed and approved the past contract with Adesa Minneapolis and there are no contract changes under the new contract.

**ALTERNATIVE RECOMMENDATION(S):**
   - Do not approve the contract; however, Public Safety would need to find other means to auction forfeited vehicles.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agreement</td>
<td>Contract/Agreement</td>
</tr>
</tbody>
</table>
AGREEMENT BETWEEN THE CITY OF RICHHIELD
AND ADESA MINNEAPOLIS

THIS AGREEMENT is made and entered into this 15th day of October, 2019 by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Ave., S., Richfield, Minnesota 55423 (hereinafter referred to as the “City”), and ADESA Minnesota, LLC dba ADESA Minneapolis, a Minnesota limited, liability company with its principle business offices located at 18270 Territorial Road, Dayton, Minnesota 55369 (hereinafter referred to as “ADESA”).

WITNESSETH

WHEREAS, the City comes into possession of and is authorized to retain various motor vehicles which are identified as potentially being subject to forfeiture of other civil processes under the laws of the State of Minnesota as a result of their having been used in the connection with a criminal act (hereinafter referred to as “Forfeiture Vehicles”) and upon successful completion of the forfeiture or civil process the City is authorized to dispose of said vehicles in accordance with Section 315 of the Richfield City Code; and

WHEREAS, ADESA represents that it has the professional expertise and knowledge to perform its duties as an automobile dealer, and is licensed by the State of Minnesota in that capacity; and

WHEREAS, THE City desires to hire ADESA to transport, store, repair, maintain and sell its Forfeiture Vehicles;

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall begin October 15, 2019 and shall continue until December 31, 2020, subject to termination as provided in Article IV.

II. DUTIES OF ADESA

A. Upon specific authorization from the City, ADESA agrees to drive or transport those vehicles identified by the City as one of its Forfeiture Vehicles to a secure location to be determined and managed by ADESA.
B. Upon receipt of a City Forfeiture Vehicle and except for fire, storm, flood, war, civil disturbance, riot, act of God, lightning, earthquake, or other similar casualty, which is not within the control of ADESA or any act/omission of City or its officers, employees or agents, ADESA accepts full responsibility for it and agrees to exercise due diligence in its care, maintenance and storage of said vehicle until the time that it is sold or released; so as to avoid waste and obtain a reasonable sale price at auction.

C. Upon specific authorization from the City, ADESA agrees to perform such minor repair work on the City's Forfeiture Vehicles so as to prepare them for auction and maximize the City's return at auction, but in no event shall such repair work exceed the cost of TWO HUNDRED AND NO/100 DOLLARS ($200.00) without prior, written authorization by the Richfield City Manager or his/her designee.

D. Upon specific authorization from the City, ADESA agrees to release the City's Forfeiture Vehicles prior to auction on such terms and conditions as the City may direct.

E. ADESA agrees to box and store personal property that is not affixed to, but located within, the City's Forfeiture Vehicles and upon specific authorization from the City to release such property on such terms and conditions as the City may direct.

F. Upon specific authorization from the City, ADESA agrees to promptly sell the City's Forfeiture Vehicles in a commercially reasonable manner by an open and competitive automobile dealer or salvage auction.

G. ADESA agrees to defend, indemnify and hold harmless the City, its officials, employees and agents from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from ADESA's (including its officials, agents or employees) performance of the duties required under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of ADESA.

H. During the term of this Agreement ADESA agrees to maintain general comprehensive liability insurance in the amount of $1,000,000 for any damage to property, theft, loss or other claims as a result of ADESA’s negligence or malfeasance in performing this Agreement. In addition, ADESA agrees to maintain such motor vehicle liability insurance as required by state and federal laws.
I. ADESA shall be licensed and bonded in the State of Minnesota to perform its duties under this Agreement and shall provide a certificate of licensure, bonding and insurance to the City.

J. ADESA agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.

K. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting ADESA’s staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. ADESA and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. ADESA represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of ADESA or other persons, while engaged in the performance of any work or services required by ADESA under this Agreement, shall have no contractual relationship with the City and shall not be considered employees of the City, and any and all claims that may or might arise under the Workers’ Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against ADESA, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and ADESA shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers’ Compensation, Unemployment Compensation, disability, severance pay and PERA.

L. The books, records, documents, and accounting procedures of the Contractor, relevant to this Agreement, are subject to examination by the City, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5.
M. ADESA agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs or activities. ADESA agrees to hold harmless and indemnify the City from, costs, including by not limited to damages, attorney’s fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the ADESA. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The City has designated coordinators to facilitate compliance with the Americans With Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

N. The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act., Chapter 13 of the Minnesota Statutes.

O. Any Forfeiture Vehicles which ADESA has been authorized and directed to sell but was unable to under the terms of this Agreement shall be returned to the City at a site designated by it as soon as reasonably practicable but in no event more than sixty (60) days from the occurrence of the event making sale under this Agreement impossible.

III. DUTIES OF THE CITY

A. The City shall consign specifically identified Forfeiture Vehicles to ADESA to sell to the highest bidder at public dealer or salvage auctions.

B. The City shall certify that it has good title and right to sell those of its Forfeiture Vehicles which it directs and specifically authorizes ADESA to sell at public dealer or salvage auctions and shall provide and deliver merchantable title to the purchaser upon notification from ADESA.

C. The City shall defend, indemnify and hold harmless the ADESA, its officials, employees and agents from any and all claims, causes of action, lawsuits, damages losses or expenses, including attorney fees, arising out of or resulting from the City’s performance of the duties required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of
property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of City.

Notwithstanding the above, City shall also fully defend, indemnify and hold ADESA harmless for and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon and resulting from alleged or actual damage caused by the forfeiture process or from inaccuracy of the odometer reading on any Forfeiture Vehicle prepared in connection with the sale at auction, unless such inaccuracy is caused by an employee, agent or officer of ADESA.

D. The City shall pay to ADESA and ADESA shall deduct from the sale proceeds of the Forfeiture Vehicle, the following amounts as and for its services properly authorized and provided pursuant to this Agreement:

1. Transportation of an operable Forfeiture Vehicle to or from the City of Richfield to ADESA's designated storage site: $50.00.

2. Tow of an inoperable Forfeiture Vehicle (tow or trailer) to or from the City of Richfield to ADESA's designated storage site: Not to Exceed $100.00.


4. Complete detail of a Forfeiture Vehicle (vacuum and shampoo carpets, detail interior, etc.): $85.00.

5. Repair of a Forfeiture Vehicle: Shop Rates.


7. Release of a Forfeiture Vehicle prior to auction: $50.00 redemption, fee plus any charges (i.e., transportation).

8. Storage fee if car is not sold within 90 days: $3.00/day.

9. Inventory fee for lease of personal property: $25.00.

IV. TERMINATION

Either party may terminate this Agreement for any reason upon thirty (30) days advance written notice to either party. The City reserves the right to cancel this Agreement at any time in the event of default or violation by ADESA of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
V. MISCELLANEOUS

A. Any material alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and signed by both parties.

B. This Agreement shall not be assignable except at the written consent of the City.

C. This Agreement represents the entire Agreement between ADESA and the City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

D. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Section 363.

E. The parties hereto agree to comply with Section 504 of the Rehabilitation Act of 1973/31 CFR Part 51. This Act states in part that, "...all recipients of federal funds, whether in the form of a grant or a contract, review, and if necessary, modify their programs and activities so that discrimination based on handicap is eliminated."

F. The terms and conditions of this Agreement shall be binding on ADESA’s successors and assigns and to the extent any assignee of ADESA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF RICHFIELD

DATED:____________________  BY:___________________________
            Director of Public Safety
ITEM FOR COUNCIL CONSIDERATION:
Consider adoption of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for 2020 for General Services, Management, and Local 49 bargaining unit.

EXECUTIVE SUMMARY:
The City contributes to the cost of premiums for four kinds of insurance coverages available to City employees. The full-time employee contributions are discussed within this staff report as well as contributions toward health insurance for part-time regular General Services employees.

The Local Government Information Systems Association (LOGIS) group changed insurance carriers in 2017 to HealthPartners health insurance. As part of the 5 year contract, rate banding was introduced, along with rate caps for each of the contract years. Initially the forecast of the 2020 benefit renewal was at 11.2%. However, Richfield’s rate banding moved in a positive direction from Band B to Band C, decreasing the renewal to 10.9%. Also, the IRS released new High Deductible Health Plan deductions for 2020 and the deductible increased from $2,700 to $2,800, causing the renewal to again decrease to 10.2% for 2020.

The 2020 dental rates have increased by $0.25 for employee-only coverage. The City self-insures its dental coverage. Life insurance rates will remain the same as the 2019 contract year. The City's Long Term Disability provider, CIGNA, extended beyond its three year contract and kept the rates the same for 2020. This rate cap will expire December 31, 2020.

The City's HR division negotiated a 2019-20 union contract with the Local 49 bargaining unit, and the unit agreed to accept the same insurance contributions as General Services and Management employees in 2020. As such, the union contract includes language on this topic. The City's other four unions have not negotiated a 2020 contract, but have agreed in the past to a similar provision in their respective contracts.

RECOMMENDED ACTION:
By motion: Adopt a resolution designating the City's contribution toward health, dental, term life, and disability insurance premiums for 2020 for General Services, Management, and Local 49 bargaining unit.
BASIS OF RECOMMENDATION:

A. HISTORICAL CONTEXT

HEALTH INSURANCE FOR FULL-TIME EMPLOYEES
The first type of insurance coverage available to full-time employees is group health coverage. The City will offer plans through HealthPartners (HP).

In 2020, the City will offer employees a choice of three HP plans, with the choice of three networks for all plans. The plans include three high deductible plans with a Health Savings Account (HSA). Employees can choose between the Open Access, Perform, and the Achieve networks. The Perform network is slightly less costly because it does not include Mayo in its in-network, and the Achieve network is up to five percent less than the other networks because it includes only HealthPartners and Park Nicollet Care Systems.

In an effort to remain flexible and keep rate increases as low as possible, LOGIS will continue to offer a four-tier system, giving employees the choice of employee only, employee plus spouse, employee plus child(ren) and family option coverage. By providing this four-tier rating system, some employees are able to benefit by choosing the employee plus spouse option or employee plus child(ren) option.

The City will continue to pay the full individual employee premium and provide an additional contribution towards dependent coverage up to a specified maximum insurance premium. The health insurance premium increase for 2020 is 10.2%. Staff is proposing that the City contribution be $1,312 per month for the employee plus spouse and employee plus child(ren) tiers and $1,435 per month for the family coverage tier.

The 2020 monthly premium costs of the three offered health plans are dependent on the type of network selected.

Full-time employees have the option to waive health insurance coverage through the City. Employees electing to waive coverage will not receive an additional monthly stipend because of the Patient Protection and Affordable Care Act (ACA). The ACA could deem any incentive to employees to waive coverage as a violation of anti-discrimination rules.

The City’s contribution amounts for employees, as a percent of premium over the past several years, is shown in Attachment 1.

HEALTH INSURANCE FOR PART-TIME REGULAR EMPLOYEES
The City will continue to contribute 75% of the single health care premium for part-time regular employees. The City will also continue to pay one-half of what it pays for full-time employees towards dependent coverage. In 2020 City contributions will increase to $656.00 per month for the employee plus spouse and employee plus child(ren) tiers and $717.50 per month for the family coverage tier. Part-time employees may opt out of health insurance altogether.

DENTAL
The second type of insurance provided to full-time employees is a self-funded group dental insurance. In 2019, the City contributed $59.75 per month per employee for the total cost of employee (not dependent) coverage. For 2020, the City’s contribution will increase to $60.00 per month per employee. Employees who desire family coverage must pay the full cost of such additional premium, which will be $65.00 per month for 2020 – a twenty-five cent increase from 2019. Since dental insurance is self-funded, the City establishes the dental rates from year to year internally, based upon administrative and benefit payout cost data. Analysis of the dental fund performance for the past three years indicates that a slight rate increase is necessary.

LIFE
The third type of insurance provided to full-time employees is a $35,000 term life insurance
policy. The City pays the full premium for this insurance. The rate for 2020 will remain at $1.75 per month per employee.

**LONG-TERM DISABILITY (LTD)**
The fourth type of insurance provided and fully-funded by the City to all full-time employees in all employee groups is long-term disability insurance (LTD). LTD is provided through a group policy secured by the City. CIGNA guaranteed its same rate beyond the three-year contract. The LTD rate for 2016-2020 is 21 cents per $100 of covered payroll.

**B. POLICIES (resolutions, ordinances, regulations, statutes, etc):**
- The City continues to provide adequate insurance protection for its employee groups, which are comparable to employees performing similar jobs in comparable communities.
- By providing the same coverages, greater benefit equality is achieved between female classes found in General Services and Management groups and male classes found in the contracted labor units.

**C. CRITICAL TIMING ISSUES:**
- The City should implement the premium increases for coverage by December 1, 2019. Payroll deductions for January 2020 insurance payments - the beginning of the new insurance period - are calculated in December.
- Premiums for all coverages should be determined at the September 24, 2019 City Council meeting in order for staff to be adequately prepared for open enrollment, scheduled to begin late October 2019.

**D. FINANCIAL IMPACT:**
- The funding necessary to provide for the recommended City premium contributions are accounted for in the 2020 Budget and the preliminary 2020 tax levy.
- The proposed 2020 City contributions towards health insurance result in an increase to dependent health insurance by $85 per month for employee plus spouse and employee plus child(ren) coverage and by $105 per month for family coverage.
- Richfield’s contribution will remain about average with those of comparable metro cities.

**E. LEGAL CONSIDERATION:**
- In order to provide the requested insurance benefit changes, the City Council must approve the resolution designating the City’s contribution toward health, term life, long-term disability, and dental insurance premiums for General Services, Management, and Local 49 bargaining unit.

**ALTERNATIVE RECOMMENDATION(S):**
- The Council may decide to adjust the City’s contribution to dependent health insurance by an amount other than an increase of $85 per month and $105 per month.
- The Council may take no action which would maintain the City’s contribution towards insurance premiums at the current 2019 funding level but that would shift 100% of the increase to the employee contribution, which would be 10.2% of the total premium.
- Defer discussion to another date.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**
None

**ATTACHMENTS:**

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<tr>
<td>Resolution</td>
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RESOLUTION NO. _____

RESOLUTION DESIGNATING CITY’S CONTRIBUTION
TOWARD HEALTH, DENTAL, TERM LIFE, AND DISABILITY INSURANCE
PREMIUM FOR GENERAL SERVICES, MANAGEMENT, AND LOCAL 49 EMPLOYEES

WHEREAS, the hospital-medical/surgical group health insurance plan is available from the LOGIS Health Insurance program for City employees and their dependents; and

WHEREAS, a self-funded group dental insurance plan is available to full-time City General Services, Management, and Local 49 employees and their dependents; and

WHEREAS, a term life and accidental death and dismemberment insurance plan is available from the Local Government Information Systems Association (LOGIS) for full-time City General Services, Management, and Local 49 employees and their dependents; and

WHEREAS, a group long-term disability program is available to full-time City General Services, Management, and Local 49 employees; and

WHEREAS, the City Council is required to determine by resolution the City's contribution toward the premium for employee group insurance coverages.

NOW, THEREFORE, BE IT RESOLVED that the City shall contribute a maximum of $1,435 per month for family health insurance to full-time employees, and in any event, said contributions shall not exceed the cost of single coverage for employees selecting that option. For all full-time General Services, Management, and Local 49 employees, the City shall also pay the $60.00 monthly premium for the offered dental insurance plan, and the $1.75 monthly premium for the term life and accidental death and dismemberment insurance plan, for a total possible maximum 2020 insurance premium contribution of $1,496.75 per month. The City shall contribute 75% of the single health care premium for part-time regular employees and a maximum of $717.50 per month towards dependent coverage. Such contributions shall be for coverage effective January 1, 2020.

BE IT FURTHER RESOLVED that the City shall contribute the full cost of long-term disability insurance for full-time General Services, Management, and Local 49 employees.

BE IT FURTHER RESOLVED that the City Council shall determine the City's contribution toward insurance premiums for all organized employee groups by the adoption of the appropriate resolutions concerning the labor contract with the respective organized employee groups.

Adopted by the City Council of the City of Richfield, Minnesota this 24th day of September 2019.

_____________________________
Maria Regan Gonzalez, Mayor

ATTEST:

_________________________
Elizabeth VanHoose, City Clerk
# The City's Contribution Toward Dependent Health Insurance as a Percent of Total Premium Cost

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<th>HEALTH PLAN</th>
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<th>CITY CONTRIBUTION MGMT./GEN. SVCS</th>
<th>CITY AVERAGE % OF PREMIUM</th>
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