



**REGULAR CITY COUNCIL MEETING  
VIRTUAL MEETING HELD VIA WEBEX  
SEPTEMBER 8, 2020  
7:00 PM**

**INTRODUCTORY PROCEEDINGS**

Call to order

Pledge of Allegiance

Open forum

***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 may call 612-861-0651 during the Open Forum portion or must have registered prior to the meeting by calling 612-861-9711 or emailing kwynn@richfieldmn.gov.***

Approval of the Minutes of the (1) City Council Work Session of August 10, 2020; (2) City Council Meeting of August 10, 2020; and (3) Special City Council Meeting of August 14, 2020.

**AGENDA APPROVAL**

1. Approval of the Agenda
2. **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. Approval by motion an agreement to grant an easement as part of a Site Lease Agreement at 1901 East 66<sup>th</sup> Street between the City of Richfield and Cellco Partnership d/b/a Verizon Wireless.  
Staff Report No. 98
  - B. Consider the approval of the Minnesota Department of Human Services (DHS) Dementia Grant Contract, acting through the Minnesota Board on Aging (MBA). The contract is effective from July 20, 2020 - June 30, 2021.  
Staff Report No. 99
  - C. Consider the approval of the continuation of an agreement with the City of Bloomington for the provision of food, pools, lodging, therapeutic massage and body art establishment inspection services for the City of Richfield for 2021.  
Staff Report No. 100
  - D. Consider the approval of an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department to participate in the Joint Community Police Partnership (JCPP) program from March 16, 2020 through December 31, 2023.  
Staff Report No. 101

- E. Consider the adoption of the City of Richfield Water Supply Plan.

Staff Report No. 102

- F. Consider the approval of the first reading of an ordinance amendment to the Richfield City Code Appendix D (Fee Schedule) related to planning and zoning fees and schedule a public hearing and second reading for September 22, 2020.

Staff Report No. 103

- G. Consider acceptance of the bid tabulation and award the Water Treatment Plant Solids Holding Tank Mixing System project contract to Magney Construction, Inc., in the amount of \$63,150.00 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration, as authorized by the City Charter.

Staff Report No. 104

- 3. Consideration of items, if any, removed from Consent Calendar

### **PROPOSED ORDINANCES**

- 4. Consider the approval of the second reading of an ordinance that includes requirements for all persons using designated off-leash dog area(s) in City of Richfield Parks that includes a slight modification to rule one.

Staff Report No. 105

- 5. Second reading of an ordinance establishing a prevailing wage policy for city funded capital projects with estimated costs of \$300,000 or more.

Staff Report No. 106

### **RESOLUTIONS**

- 6. Consider adoption of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for 2021 for General Services, Management, Fire and all Police bargaining units.

In addition, adopt the attached resolution authorizing the City Manager to enter into a three-year agreement with Madison National Life/ Ochs Company for long-term disability insurance benefits.

Staff Report No. 107

### **OTHER BUSINESS**

- 7. Consider the approval of an agreement between the Hennepin County Human Services and Public Health Department, and the City of Richfield Police Department for an embedded Senior Social Worker.

Staff Report No. 108

### **CITY MANAGER'S REPORT**

- 8. City Manager's Report

### **CLAIMS AND PAYROLLS**

- 9. Claims and Payroll

### **COUNCIL DISCUSSION**

- 10. The City Council passed a resolution enacted pursuant to Minnesota Statutes section 12.29 extending the period of a Mayor-declared local emergency at their meeting on March 18, 2020. At the same meeting City Council passed a motion to revisit the emergency declaration at a Council meeting in 6 months time.

Staff Report No. 109

- 11. Hats Off to Hometown Hits

- 12. 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.**



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## City Council Work Session

### Virtual meeting held via WebEx

**August 10, 2020**

**CALL TO ORDER**

The meeting was called to order by Mayor Regan Gonzalez at 5:45 p.m. held via WebEx

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

Council Members Absent: Edwina Garcia

Staff Present: Katie Rodriguez, City Manager; Pam Dmytrenko, Assistant City Manager; Chris Regis, Finance Director; Jay Henthorne; Public Safety Director; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Senior Office Assistant

Item #1	<b>PRESENTATION AND DISCUSSION OF STAFF’S RECOMMENDATION TO REIMBURSE ELIGIBLE COSTS AND CONSIDER ADDITIONAL SPENDING OF THE CITY’S ALLOCATION OF THE FEDERAL CARES FUNDING. STAFF WILL ALOS PRESENT AN UPDATE AND OPTIONS FOR THE PRELIMINARY 2021 BUDGET.</b>
---------	---

Mayor Regan Gonzalez introduced the item on the agenda.

City Manager Rodriguez addressed the following items regarding the CARES funding plan and budget options: (1) Personnel; (2) Supplies; (3) Technology; (4) Communications and (5) Other along with eligible expenses and ongoing mitigation totals.

Council Member Supple asked how often reporting is turned in.

Director Regis stated reporting is submitted once a month.

Council Member Whalen asked for clarification of expenses spent versus incurred.

City Manager Rodriguez stated spent are dollars already paid out for items or services versus items or services ordered or contracted but have not yet been paid. She then spoke of how most spending will go to reserves due to potential pandemic financial fallout in 2021. She also proposed new COVID19 programs: (1) Additional donations to VEAP; (2) Additional small business assistance; (3) Community testing supplies of up to \$250,000; (4) Long-term care assistance of up to \$200,000; and (5) Technology updates, employee testing, supplies and staff time to manage these programs of about \$150,000.

Mayor Regan Gonzalez suggested with the past experience and money going to VEAP there shouldn't be an issue doing it again. She then asked if community testing would solely be on the city to provide funding.

City Manager Rodriguez explained they would like the city to have the capability to provide testing and clarified a total of \$500,000 would be needed and is broken out into \$250,000 for community testing, \$200,000 for long-term care assistance and \$50,000 for city overhead costs.

Council Member Whalen spoke of what it may look like when the eviction moratorium is lifted. He believes the lift should go in waves due to the possibility of mass displacement.

Council Member Supple concurred with Council Member Whalen as well as rental assistance. She stated if the pandemic continue, residents will have problems with house payments and foreclosures.

Council Member Trautmann thanked Chief Henthorne and Chief Kewitsch for keeping all the necessary personal protection equipment (PPE) on hand. He then asked of other possible items needed to have in reserves other than money.

City Manager Rodriguez stated she has not check with Jennifer Anderson but has not heard of a PPE shortage. She spoke of how younger folks are out more frequently are contracting the virus and bringing it back to long term care facilities where they work. She then moved onto the 2021 budget. She gave a brief history of state aid and how the LGA allocation has cut the city funding by \$364,360 due to a higher tax base. In regards to the 2021 budget she spoke on: (1) Lower LGA means budget deficit; (2) CARES funding creates increased reserves; (3) State forecast means further future LGA cuts a possibility; (4) Recent economic indicators could mean further city and community financial stress; (5) COVID19 continuation to cause further disruptions and uncertainty and (6) Council priorities of new staff positions.

Council Member Supple asked if MSA will affect the capital fund since it will be paid later rather than sooner.

City Manager Rodriguez stated Director Asher believes it will affect the capital fund more but no issues are foreseen as of right now. She then spoke of the city adding an Equity Coordinator along with a Video Specialist for 2021. She also stated how the market growth and growing tax base is creating a declining tax rate.

Council Member Whalen asked for clarification of the example provided and what the market value would be in 2020 (example shown in work session materials).

Director Regis explained the example is a base value of \$200,000 and the increases for that year. The example is not accumulative but reads to give what the rate increase would be solely for each year from the past ten years.

Council Member Whalen would like to see a snapshot of a cumulative number for an average property and how it will change over time.

City Manager Rodriguez stated properties vary greatly depending on location and surroundings but the table can be reviewed to accommodate suggestions.

Council Member Supple stated she examined her own house and saw her property taxes went up about a third in the past ten years but that included many other things as well.

Council Member Trautmann thanked Director Regis for putting this information together. He stated he would like something more substantial to communicate to residents if possible.

Council Member Whalen asked for clarification on the tax increase over ten years and would like to better understand what is measured with the ability to speak to residents about it.

Director Regis offered a suggestion of how to review the information but reminded council how every property is different.

City Manager Rodriguez discussed the city reserves and budget options and a variety of levy increases.

Mayor Regan Gonzalez asked how funds would be affected if new hires are delayed and delayed until when.

City Manager Rodriguez explained the delay could be until 2022 but would be subject to funding. The two new positions are very important but she wanted to be very transparent about financial implications.

Council Member Supple asked about how the Battalion Chief fits into to the budget.

City Manager Rodriguez stated the Battalion Chief was approved in the 2020 budget and will be moving forward with hiring for that position.

Council Member Trautmann thanked City Manager Rodriguez for describing the options clearly and strongly believed the Equity Coordinator and Video Specialist for body cameras are necessary.

City Manager Rodriguez stated the possibility of body cameras being mandated in 2022 and potential for grant funding. These discussions have been speculation only. She then discussed other options for levy increase. She spoke of future financial unknowns and is trying to give the city as much flexibility as possible. She also suggested a 5.5 or 6% percent increase.

Council Member Whalen spoke of not wanting to rely on state funding for body cameras and would be comfortable moving forward with either 5.5 or 6% increase.

Council Member Supple agreed in the necessity of funding the body cameras and equity position but thinks a 6% increase is too high. She would be comfortable with something between 5 and 5.5%. She would like to be cognoscente of payments going up for residents.

Mayor Regan Gonzalez also agreed with prioritizing the positions and would move forward with a 5.5 or 6% increase but something lower would be great if possible. She stated the decisions made for this budget will greatly impact the bounce back for the future. She appreciated the time and space staff has provided for council to have these difficult discussions and provide feedback.

Council Member Trautmann recommended against waiting on implementing body cameras in hopes to receive funding.

City Manager Rodriguez stated Chief Henthorne is in full support to execute body cameras in 2021.

Council Member Supple asked of the possibility for reimbursement for body cameras later if the city purchases them now.

City Manager Rodriguez stated she has yet to see a grant program to provide funding for supplies or services already purchased but would look into the matter.

Council Member Whalen asked for the clarification the grant money would be for the technology and not the personnel.

City Manager Rodriguez confirmed that is her understanding but again, it is just discussions right now and is not anything definite.

Director Regis agreed with City Manager Rodriguez that a city would most likely not be reimbursed for things it already has in place.

Mayor Regan Gonzalez thanked staff for all their hard work.

**ADJOURNMENT**

The work session was adjourned by unanimous consent at 6:41 p.m.

Date Approved: September 08, 2020

---

Maria Regan Gonzalez  
Mayor

---

Kelly Wynn  
Senior Office Assistant

---

Katie Rodriguez  
City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Regular Council Meeting Virtual Meeting held via WebEx

**August 10, 2020**

### CALL TO ORDER

The meeting was called to order by Mayor Maria Regan Gonzalez at 7:00 p.m. via WebEx.

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

*Staff Present:* Katie Rodriguez, City Manager; Dave Anderson, Acting City Attorney; Melissa Poehlman, Assistant Community Development Director; Amy Markle, Recreation Services Director; Julie Urban, Housing Manager Jane Skov, IT Manager; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Senior Office Assistant

*Others Present:* Heather Eastlund, Human Rights Commission; Susan Rosenberg, League of Women Voters; Angie Knodel, Senior Architect with Vanman Architects and Builders; Justin Bratnober, Chair of Property Development Task Force (Hope Church); Keith Koenig, Director of Facilities and Administration (Hope Church); and Tammy Hartman, Verizon Network Outreach Manager

### PLEDGE OF ALLEGIANCE

Mayor Regan Gonzalez led the Pledge of Allegiance

### OPEN FORUM

Senior Office Assistant Wynn reviewed the options to participate:

- Participate live by calling 612-861-0651 during the open forum portion
- Call prior to meeting 612-861-9711
- Email prior to meeting [kwynn@richfielmn.gov](mailto:kwynn@richfielmn.gov)

Senior Office Assistant Wynn confirmed there were no callers for the open forum.

**APPROVAL OF MINUTES**

M/Supple, S/Whalen to approve the minutes of the (1)Joint City Council/HRA/PC Work Session of July 20, 2020; (2) City Council Work Session of July 28, 2020; and (3) City Council Meeting of July 28, 2020.

Executive Analyst Martinez Gavina took roll call vote:

- Regan Gonzalez: AYE
- Supple: AYE
- Trautmann: AYE
- Garcia: AYE
- Whalen: AYE

Motion carried 5-0

<b>Item #1</b>	<b>PRESENTATION TO PROCLAIM THE MONTH OF AUGUST 2020 IN CELEBRATION OF THE 100<sup>TH</sup> ANNIVERSARY OF THE 19<sup>TH</sup> AMENDMENT IN THE CITY OF RICHFIELD</b>
----------------	---

Mayor Regan Gonzalez presented the proclamation.

Heather Eastlund thanked Mayor Regan Gonzalez and Council for recognizing this anniversary.

Susan Rosenberg thanked the Human Rights Commission for submitted the proclamation and how important it is to both women and men. She recognized how this movement identified the sacrifices women of color made to support this amendment. She also gave a background of other leaders who were instrumental in this amendment.

Council Member Garcia thanked the Human Rights Commission and Susan Rosenberg for all their hard work. She spoke of how women of all races marched together to make this possible.

Council Member Whalen thanked the Leave of Women Voters for being such an influential group and having such a presence in Richfield.

Council Member Supple also thanked the Human Rights Commission and League of Women Voters. She also reminded residents to vote in the upcoming Primary to respect all who fought for the right. She also listed many women leaders currently in office. She then spoke of the Richfield Historical Society’s “Rightfully Hers” event on August 22<sup>nd</sup> to help celebrate the achievement.

Council Member Trautmann stated how it seemed incomprehensible to have a society where women wouldn’t be in leadership positions and to some from 100 years ago, it seemed inconceivable to

have women in leadership positions. He spoke of how proud he is to be a member of the League of Women Voters.

Mayor Regan Gonzalez encouraged residents to become a member regardless where people call home. She also spoke of how she would not be in office today without the history of the city and community. She is indebted to the women leaders that came before her.

<b>Item #2</b>	<b>APPROVAL OF THE AGENDA</b>
----------------	-------------------------------

M/Whalen, S/Supple to approve the agenda

Executive Analyst Martinez Gavina took roll call vote:

- Regan Gonzalez: AYE
- Supple: AYE
- Trautmann: AYE
- Garcia: AYE
- Whalen: AYE

Motion carried 5-0

<b>Item #3</b>	<b>CONSENT CALENDAR</b>
----------------	-------------------------

City Manager Rodriguez presented the consent calendar.

- A. Consider a resolution adopting Affordable and Life-Cycle Housing Goals for 2021-2030 and re-enrolling in the Livable Communities Act Program (Staff Report No. 90).

**RESOLUTION NO. 11756**

**RESOLUTION ELECTING TO PARTICIPATE IN  
THE LOCAL HOUSING INCENTIVES ACCOUNT PROGRAM  
UNDER THE METROPOLITAN LIVABLE COMMUNITIES ACT  
CALENDAR YEARS 2021 THROUGH 2030**

- B. Consider a resolution authorizing an Encroachment Agreement between the City of Richfield and Partnership Academy located at 6500 Nicollet Ave S., allowing Partnership Academy to install and maintain sport courts, playground equipment and other allowed improvements within the city's existing utility easement (Staff Report No. 91).

**RESOLUTION NO. 11757**

**RESOLUTION AUTHORIZING AN ENCROACHMENT  
AGREEMENT BETWEEN THE CITY OF RICHFIELD**

**AND PARTNERSHIP ACADEMY  
LOCATED AT 6500 NICOLLET AVE S**

- C. Consider the adoption of a resolution approving final Richfield 2040 Comprehensive Plan. Note: The full 2040 Comprehensive Plan is available for review on the city's website ([www.richfieldmn.gov/compplan](http://www.richfieldmn.gov/compplan)). The size of the document makes it impractical and technologically difficult to attach directly to this report (Staff Report No. 92).

**RESOLUTION NO. 11758**

**RESOLUTION ADOPTING THE  
RICHFIELD 2040 COMPREHENSIVE PLAN**

- D. Consider the approval of the first reading of an ordinance that includes requirements for all persons using designated off-leash dog area(s) in City of Richfield Parks, and schedule a public hearing and second reading September 8, 2020 (Staff Report No. 93).

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

Council Member Whalen commended the recreation staff for their hard work on the dog park and is excited to see it moving forward.

Executive Analyst Martinez Gavina took roll call vote:

- Regan Gonzalez: AYE
- Supple: AYE
- Trautmann: AYE
- Garcia: AYE
- Whalen: AYE

Motion carried 5-0

<b>Item #4</b>	<b>CONSIDERATION OF ITEMS, IF ANY, REMOVED FROM CONSENT CALENDAR</b>
----------------	--

None

<b>Item #5</b>	<b>FIRST READING OF AN ORDINANCE ESTABLISHING A PREVAILING WAGE POLICY FOR CITY FUNDED CAPITAL PROJECTS WITH ESTIMATED COSTS OF \$300,000 OR MORE (STAFF REPORT NO. 94)</b>
----------------	---

Council Member Whalen presented staff report 94 and gave his appreciation to staff who have worked so hard to bring this item together.

M/Whalen, S/Supple to approve the first reading of an ordinance establishing a prevailing wage policy for city funded projects with estimated costs of \$300,000 or more.

Council Member Supple expressed her excitement to vote on this item and is hopeful to continue the fight to make sure people receive fair wages.

Council Member Trautmann thanked staff and local unions for advocating both prevailing and living wages. He stated that unfortunately there have been cases of wage theft in Richfield. He spoke of how he is hopeful to continue to end wage theft and labor trafficking.

Council Member Whalen asked for clarification of the \$300,000 as it is a bit higher than some other surrounding cities.

City Manager Rodriguez thanked Analyst Martinez Gavina for all she has done to bring this item together. She then spoke of how other cities selected a lower dollar amount but are not enforcing it. She explained how it is a starting amount to test for a year and revisit in a year.

Mayor Regan Gonzalez echoed her gratitude to staff to move this work forward. She explained how this needs to be a community wide effort to take action and make an impact.

Executive Analyst Martinez Gavina took roll call vote:

- Regan Gonzalez: AYE
- Supple: AYE
- Trautmann: AYE
- Garcia: AYE
- Whalen: AYE

Motion carried 5-0

<b>Item #6</b>	<b>CONSIDER AN ORDINANCE AMENDING REGULATIONS PERTAINING TO THE INSTALLATION OF SMALL WIRELESS FACILITIES AND WIRELESS SUPPORT STRUCTURES IN THE RIGHT-OF-WAY AND A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF SAID ORDINANCE (STAFF REPORT NO. 95)</b>
----------------	--

Council Member Supple read staff report 95.

Assistant Community Development Director Poehlman added staff did receive a letter from Verizon Wireless that clarified some language. .

M/Supple, S/Trautmann to approve (1) a second reading of an ordinance related to the installation of small wireless facilities and wireless support structures in the right-of-way; and (2) Approve a resolution authorizing summary publication of an ordinance related to the installation of small wireless facilities and wireless

**RESOLUTION NO. 11759**

**RESOLUTION APPROVING SUMMARY PUBLICATION OF AN ORDINANCE RELATED TO THE INSTALLATION OF SMALL WIRELESS FACILITIES AND WIRELESS SUPPORT STRUCTURES IN THE RIGHT-OF-WAY**

Executive Analyst Martinez Gavina took roll call vote:

- Regan Gonzalez: AYE
- Supple: AYE
- Trautmann: AYE
- Garcia: AYE
- Whalen: AYE

Motion carried 5-0

<b>Item #7</b>	<b>CONSIDER THE APPROVAL OF AN AMENDMENT TO A CONDITIONAL USE PERMIT TO ALLOW BUILDING RENOVATIONS AND SITE IMPROVEMENTS AT HOPE PRESBYTERIAN CHURCH, 7132 PORTLAND AVENUE (STAFF REPORT NO. 96)</b>
----------------	--

Council Member Garcia read staff report 96.

Assistant Community Development Director Poehlman stated the issue with parking is unique due to the lot size and shape. The plans do offer the option for future housing if desired. She spoke of how the additional parking is needed.

M/Garcia, S/Whalen to approve of the attached resolution for an amendment to a conditional use permit to allow building renovations at Hope Presbyterian Church, 7132 Portland Avenue.

Council Member Garcia spoke of how Hope Church have always been good neighbors, worked with the community and hosted many events. She expressed her gratitude for all their efforts.

Council Member Whalen stated his appreciation of context from staff and is grateful for the additional space for potential housing in the future. He thanked Hope Church for everything they do in the community.

Mayor Regan Gonzalez spoke of the Star Tribune story regarding Loaves and Fishes out of Hope Church. She also stated how they provide so many connections for residents and how influential they are in the community.

Executive Analyst Martinez Gavina took roll call vote:

- Regan Gonzalez: AYE
- Supple: AYE
- Trautmann: AYE
- Garcia: AYE
- Whalen: AYE

Motion carried 5-0

<b>Item #8</b>	<b>CITY MANAGER’S REPORT</b>
----------------	------------------------------

City Manager Rodriguez spoke on (1) CARES eligible funding of \$2.7 million; and (2) Launching of the Covid 19 dashboard that will be Richfield specific will be up by next week. She then gave a brief Census update

Analyst Martinez Gavina spoke of how the Census had been extended to October 31 but has now been moved to September 30 which puts Richfield in a tough position. She asked residents to volunteer to reach out to people they know to make sure they have filled out their Census. She encouraged residents to reach out to her at 612-861-9701 or email bmgavina@richfieldmn.gov. She spoke of the potential \$220 million of funding that could be lost over the next ten years.

Council Member Supple thanked staff for their work around the Census and reminded residents they can go to my2020census.gov to fill out the census even if you do not have the form from the mail.

Council Member Garcia thanked Analyst Martinez Gavina for all her efforts regarding the census. She agreed that the city needs to do everything possible to be counted.

Council Member Trautmann expressed his disappointment in the movement of the deadline. He also spoke of how the community needs to pull together to be counted and encouraged residents to help if possible. He also thanked Analyst Martinez Gavina for her leadership.

Mayor Regan Gonzalez also thanked Analyst Martinez Gavina for all her efforts and expressed her appreciation to have her as part of the city staff. She encouraged residents to make a difference by helping get Richfield counted.

<b>Item #9</b>	<b>CLAIMS AND PAYROLL</b>
----------------	---------------------------

M/Garcia, S/Whalen that the following claims and payrolls be approved:

<b>U.S. Bank</b>	<b>08/10/2020</b>
A/P Checks 289700 - 289981	\$ 1,270,355.49
Payroll: 155994 - 156279	<u>649,769.89</u>
TOTAL	\$ 1,920,125.38

Executive Analyst Martinez Gavina took roll call vote:

- Regan Gonzalez: AYE
- Supple: AYE
- Trautmann: AYE
- Garcia: AYE
- Whalen: AYE

Motion carried 5-0

<b>Item #10</b>	<b>HATS OFF TO HOMETOWN HITS</b>
-----------------	----------------------------------

Council Member Garcia thanked everyone trying to make these unprecedented times better. She spoke of how the pandemic has really brought the community together and made it shine.

Council Member Garcia excused herself from the remainder of the meeting at 8:04 p.m.

Council Member Trautmann commended the Parks and Recreation Department for the hard work around the Farmer’s Market, youth activities and additional help with facilities.

Council Member Whalen expressed the importance of voting in the Primary. He also reminded residents they can vote by mail, in person or by absentee ballot. He then spoke of his excitement for the ice arena to open back up.

Council Member Supple spoke of the great work the Richfield Public Schools have been doing with delivering meals. Staff has delivered over 250,000 meals this summer. She reminded residents that meals are available at Loaves and Fishes as well as VEAP and people can visit [freemealsforkids.org](http://freemealsforkids.org) to find other locations. She also reiterated the event on August 22<sup>nd</sup> at the Richfield Historical Society.

Mayor Regan Gonzalez thanked staff for their tremendous work tackling the 2021 budget and CARES funding along with doing the best possible job to prepare the city for the future. She also thanked Steve Unowsky, Crystal Brakke and everyone servicing the schools in their tremendous undertaking to keep kids safe and healthy.

<b>Item #11</b>	<b>ADJOURNMENT</b>
-----------------	--------------------

The meeting was adjourned by unanimous consent at 8:10 p.m.

Date Approved: September 08, 2020

\_\_\_\_\_  
 Maria Regan Gonzalez  
 Mayor

\_\_\_\_\_  
 Kelly Wynn  
 Senior Office Assistant

\_\_\_\_\_  
 Katie Rodriguez  
 City Manager



# CITY COUNCIL MEETING MINUTES

Richfield, Minnesota

## Special Council Meeting Virtual Meeting held via WebEx

**August 14, 2020**

**CALL TO ORDER**

The meeting was called to order by Mayor Maria Regan Gonzalez at 4:01 p.m. via WebEx.

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

*Council Members Absent:* Simon Trautmann

*Staff Present:* Katie Rodriguez, City Manager; Elizabeth VanHoose, City Clerk; Blanca Martinez Gavina, Executive Analyst; and Kelly Wynn, Senior Office Assistant

<b>Item #1</b>	<b>CONSIDER THE ADOPTION OF A RESOLUTION DETERMINING THE RESULTS OF THE CITY PRIMARY ELECTION ON TUESDAY, AUGUST 22, 2020 (STAFF REPORT NO. 97)</b>
----------------	---

Mayor Regan Gonzalez presented staff report 97.

City Clerk VanHoose commented with the most up to date results.

City Manager Rodriguez thanked City Clerk VanHoose for all her work during the Primary as the pandemic as made elections even more difficult.

City Clerk VanHoose commented on how it truly was a team effort.

M/Regan Gonzalez, S/Whalen to approve the resolution determining the results of the City Primary Election on Tuesday, August 11, 2020.

### RESOLUTION NO. 11761

#### RESOLUTION DETERMINING RESULTS OF THE PRIMARY ELECTION OF THE CITY OF RICHFIELD HELD ON TUESDAY, AUGUST 11, 2020

Council Member Supple also thanked City Clerk VanHoose for her time and efforts regarding the Primary.

Council Member Whalen echoed the gratitude to City Clerk VanHoose for her work and all the election judges. He also asked if more election judges are needed for the upcoming general election.

City Clerk VanHoose confirmed they are in need of more judges but specifically judges that identify as Republican.

Mayor Regan Gonzalez expressed her appreciation to City Clerk VanHoose and her staff for all the time spent around elections and the preparations along with all the services at the Deputy Registrar Office. She reminded residents how every single vote matters and encouraged people to vote.

Council Member Garcia joined the meeting at 4:07 p.m.

City Clerk VanHoose reminded residents of the options for the general election such as drop off and direct balloting. There are still more conversations to be had as to a physical drop box or have an area for drop off.

Council Member Supple thanked staff for the additional information

Executive Analyst Martinez Gavina took roll call vote:

Regan Gonzalez: AYE

Supple: AYE

Garcia: AYE

Whalen: AYE

Motion carried 4-0

<b>Item #11</b>	<b>ADJOURNMENT</b>
-----------------	--------------------

The meeting was adjourned by unanimous consent at 4:10 p.m.

Date Approved: September 08, 2020

\_\_\_\_\_  
Maria Regan Gonzalez  
Mayor

\_\_\_\_\_  
Kelly Wynn  
Senior Office Assistant

\_\_\_\_\_  
Katie Rodriguez  
City Manager



**STAFF REPORT NO. 98**  
**CITY COUNCIL MEETING**  
**9/8/2020**

REPORT PREPARED BY: Chris Regis, Finance Director

DEPARTMENT DIRECTOR REVIEW: Chris Regis, Finance Director  
8/27/2020

OTHER DEPARTMENT REVIEW: N/A.

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/1/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Approval by motion an agreement to grant an easement as part of a Site Lease Agreement at 1901 East 66<sup>th</sup> Street between the City of Richfield and Cellco Partnership d/b/a Verizon Wireless.**

**EXECUTIVE SUMMARY:**

The City of Richfield entered into a Site Lease Agreement with Verizon Wireless, LLC. on July 9, 2014. The agreement allowed the tenant to erect a cellular telephone antenna system on the city property located at the 1901 East 66<sup>th</sup> Street, the city's Central Garage site.

Cellco Partnership is d/b/a Verizon Wireless as of December 31, 2019.

The tenant is requesting the easement to run fiber optic cable to the antenna site. The fiber run would be over city owned property. City engineering staff has reviewed and approved the location of the fiber optic run.

**RECOMMENDED ACTION:**

**By Motion: Approve the agreement to grant an easement as part of a Site Lease Agreement at 1901 East 66<sup>th</sup> Street between the City of Richfield and Cellco Partnership d/b/a Verizon Wireless.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

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

C. **CRITICAL TIMING ISSUES:**

The tenant is awaiting City Council approval for the easement prior to completing the fiber optic upgrade.

D. **FINANCIAL IMPACT:**

Any costs incurred will be borne by Cellco Partnership.

E. **LEGAL CONSIDERATION:**

The City Attorney has worked with city staff and the tenant to draft the easement to the existing site lease agreement.

**ALTERNATIVE RECOMMENDATION(S):**

None.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None.

**ATTACHMENTS:**

Description	Type
☐ Easement Agreement	Contract/Agreement

## EASEMENT

THIS INSTRUMENT is made by the City of Richfield, a municipal corporation organized under the laws of the State of Minnesota, Grantor, in favor of Cellco Partnership d/b/a Verizon Wireless, a Delaware general partnership, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, Grantee.

### Recitals

A. Grantor is the fee owner of the following described property in Hennepin County, Minnesota (the "Property"): Lot 1, Block 1, Richfield Maintenance Facility, according to the recorded plat thereof, Hennepin County, Minnesota.

B. Grantor desires to grant to the Grantee an easement, according to the terms and conditions contained herein.

### Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following easement:

A permanent, non-exclusive easement for purposes of installation of buried fiber optic cable and associated conduit over, under, across and through that part of the Property described as follows ("Easement Area"):

That part of Lot 1, Block 1, Richfield Maintenance Facility, according to the recorded plat thereof, Hennepin County, Minnesota, described as commencing at the west quarter corner of Section 25, Township 28, Range 24; thence on an assumed bearing of South 00 degrees 03 minutes 14 seconds East, along the west line of said Section 25, a distance of 625.19 feet; thence South 86 degrees 01 minute 11 seconds East 486.53 feet to the point of beginning of the access and utility right of way to be described; thence continuing South 86 degrees 01 minute 11 seconds East 25.00 feet to the point of beginning of a line hereinafter referred to as Line A; thence South 03 degrees 58 minutes 49 seconds West, along said Line A a distance of 30.00 feet on said Line A terminating; thence South 86 degrees 01 minutes 11 seconds East 11.06 feet to the easterly line of said Lot 1; thence northeasterly along said easterly line of Lot 1, a distance of 6.98 feet to the intersection with a line 15.00 feet east of and parallel with said Line A; thence North 03 degrees 58 minutes 49 seconds East, along said parallel line, 14.96 feet; thence North 48 degrees 58 minutes 49 seconds East 47.23 feet; thence North 41 degrees 01 minute 11 seconds West 15.00 feet; thence South 48 degrees 58 minutes 49 seconds West 32.14 feet; thence North 86 degrees 01 minute 11 seconds West 40.06 feet; thence South 03 degrees 58 minutes 49 seconds West 12.00 feet to the point of beginning.

Together with a 20.00 foot wide access and utility right of way over, under and across part of Lot 1, Block 1, Richfield Maintenance Facility, according to the recorded plat thereof, Hennepin County, Minnesota. The centerline of said access and utility right of way is described as commencing at the west quarter corner of Section 25, Township 28, Range 24; thence on an assumed bearing of South 00 degrees 03 minutes 14 seconds East, along the west line of said Section 25, a distance of 625.19 feet; thence South 86 degrees 01 minutes 11 seconds East 486.53 feet; thence North 03 degrees 58 minutes 49 seconds East 12.00 feet; thence South 86 degrees 01 minute 11 seconds East 40.06 feet; thence North 48 degrees 58 minutes 49 seconds East 42.14 feet to the point of beginning of the centerline to be described; thence South 41 degrees 01 minute 11 seconds West 19.69 feet to the easterly line of said Lot 1 and centerline terminating.

2. Scope of Easement. The permanent easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing buried fiber optic cable and associated conduit within the described Easement Area.

The easement granted herein also includes the right to remove from the Easement Area vegetation that, in the Grantee's judgment, unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Warranty of Title. The Grantor warrants it is the owner of the Property and has the right, title and capacity to convey to the Grantee the easement herein.

4. Service on Grantee. C T Corporation System Inc., 1010 Dale Street North, Saint Paul, Minnesota 55117 is, and shall be, authorized to receive service of process on behalf of Grantee.

5.. Indemnification and Limitation on Liability. Each party shall indemnify, defend, protect and hold harmless the other and its employees, officers, directors, and agents from and against, and assumes liability for any claim, suit, action, damages, loss, fine, judgment, costs and expenses (including attorney's fees) of any kind or character ("Claim") suffered by the indemnified party arising out of, caused by, or related to the easement or Grantee's installation use, operation, repair, maintenance or replacement of facilities in the easement except to the extent such Claim is the result of the other's negligence or willful misconduct.

ADDITIONALLY, NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE OR RESPONSIBLE TO THE OTHER, ITS AFFILIATES OR CUSTOMERS FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTION OF SERVICE DAMAGES, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION ARISING IN ANY MANNER

OUT OF, OR IN CONNECTION WITH THIS EASEMENT OR THE FACILITIES THEREIN. Nothing herein shall change or otherwise affect the Grantor's liability limits established under Minn. Stat. § 466.04, as amended.

6. Restoration of Property. Whenever the Grantee shall engage in construction, repair, or other work within the Easement Area, the Grantee shall restore the same to a condition equal to or better than the condition that existed prior to such work.

7. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, and its successors and assigns.

[Signature Pages to Follow]



Cellco Partnership  
d/b/a Verizon Wireless

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the \_\_\_\_\_ of Cellco Partnership d/b/a Verizon Wireless, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Cellco Partnership d/b/a Verizon Wireless, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Print or Type Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered  
470 US Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402



**STAFF REPORT NO. 99**  
**CITY COUNCIL MEETING**  
**9/8/2020**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
8/26/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/1/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of the Minnesota Department of Human Services (DHS) Dementia Grant Contract, acting through the Minnesota Board on Aging (MBA). The contract is effective from July 20, 2020 - June 30, 2021.**

**EXECUTIVE SUMMARY:**

The DHS, through the MBA released a request for proposal (RFP) in February 2020 seeking applicants to provide services, education, and/or resources for persons with dementia and their caregivers. Because of Richfield Dementia Friends work in implementing the ACT on Alzheimer's Dementia Friendly Communities Toolkit, this grant opportunity is timely in allowing the work of education and awareness to continue in Richfield.

**RECOMMENDED ACTION:**

**By Motion: Approve the Minnesota Department of Human Services Dementia Grant contract, commencing July 2020 - June 30, 2021.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

Richfield Dementia Friends was established in the fall of 2017 with the goal of providing local resources along with caregiver education to those living with dementia, and their caregivers. The Action Team leading the work is comprised of professionals representing varying sectors throughout our community and who are passionate about quality care and resources for all. Richfield Dementia Friends has seen success in the community, but without funding, the reach of the group and the resources available have been limited. The DHS grant will allow a focused effort on raising awareness, creating additional resources and partnering with the Latino community to ensure equitable education, resources and outcomes for those caring for, and living with memory loss in Richfield.

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

The City of Richfield became a Local Public Health Department in 1977. The Minnesota Department of Human Services grant contract falls under public health work.

**C. CRITICAL TIMING ISSUES:**

None

**D. FINANCIAL IMPACT:**

The grant awarded to the City of Richfield is \$91,740 and must be expended by June 30, 2021.

**E. LEGAL CONSIDERATION:**

The City Attorney has reviewed the contents of the contract and has approved it.

**ALTERNATIVE RECOMMENDATION(S):**

The city council could deny the contract and the work of raising awareness around dementia in Richfield would not move forward.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
□ DHS Dementia Contract	Cover Memo

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

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

Total Amount of Grant Contract \$ <u>91,740</u>	
FinDeptID H55 <u>33313</u>	amount for state fiscal year <u>2021</u> :\$ <u>91,740</u>
	amount for state fiscal year _____ :\$ _____
FinDeptID H55 _____	amount for state fiscal year _____ :\$ _____
	amount for state fiscal year _____ :\$ _____

\_\_\_\_ Unspent encumbrances to be certified to meet future obligations in accordance with Minnesota Statutes, section 16A.28

Starts in fiscal year: 2021	Vendor ID: 0000197711
-----------------------------	-----------------------

SWIFT Grant# /Encumbrance #: GRK% 180367 / 30000 78640 / 7-16-20 / DB \_\_\_\_\_

Number/Date/Initials:

Individual signing certifies that funds have been encumbered as required by Minnesota Statutes, section 16A.15.

Related RFP file number: **GRFP-4460**

Grantee Name and Address: City of Richfield, 6700 Portland Ave South, Richfield, MN 55423

Soc. Sec. or Federal Employer I.D. No.:

Minnesota Tax I.D. No. (if applicable):



# Minnesota Department of Human Services Grant Contract

---

## RECITALS

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Minnesota Board on Aging ("STATE") and City of Richfield, an independent grantee, not an employee of the State of Minnesota, located at 6700 Portland Ave So., Richfield, MN 55423 ("GRANTEE").

STATE, pursuant to Minnesota Statutes, section 256.975, subdivision 11, has authority to enter into contracts for the following services: regional and local dementia grants.

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

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

THEREFORE, the parties agree as follows:

## 1. CONTRACT TERM AND SURVIVAL OF TERMS.

**1.1. Effective date:** This CONTRACT is effective on **July 20, 2020**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

**1.2. Expiration date.** This CONTRACT is valid through **June 30, 2021**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

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

**1.4. Survival of terms.** GRANTEE shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Indemnification; 10. Information Privacy and Security; 11. Intellectual Property Rights; 12. Publicity; 15. Equipment Ownership; 16.1. State audit; and 18. Jurisdiction and Venue.78

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

## 2. GRANTEE'S DUTIES.

### 2.1 Duties. GRANTEE shall:

- A. Perform duties in accordance with **Attachment A**: City of Richfield/Richfield Dementia Friends, which includes “Executive Summary, Agency Description, Description of Target Population, Work Plan, and Evaluation Plan.” Attachment A is attached and incorporated into this CONTRACT.
- B. Report to the STATE upon execution of this agreement program data and progress on outcomes outlined in the work plan quarterly, for the time July 20 through June 30. Program reports shall be submitted via the STATE’s program reporting system <https://www.grantinterface.com/Common/LogOn.aspx?urlkey=mndepthhumanservices> and according to the following schedule:

<b>Program Report Due Date:</b>	<b>For Service Period:</b>
October 15, 2020	July 20, 2020 – September 30, 2020
January 15, 2021	October 1, 2020 – December 31, 2020
April 15, 2021	January 1, 2021 – March 31, 2021
July 15, 2021	April 1, 2021 – June 30, 2021

- C. Participate in one site visit during the grant period, as requested by the STATE.
- D. Register the agency and service(s) with MinnesotaHelp via Provider Portal located on [www.MinnesotaHelp.info](http://www.MinnesotaHelp.info) and respond to update requests from the STATE.
- E. Be available to participate in project evaluation for one year after the completion of this agreement upon request from the STATE.

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

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

### 3. CONSIDERATION AND TERMS OF PAYMENT.

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

- a. **Compensation.** Grantee will be paid in accordance with **Attachment B: "Budget,"** which is attached and included in this CONTRACT.
  - 1. GRANTEE must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 21.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.
  - 2. If GRANTEE's approved budget changes proceed without an amendment pursuant to this clause, GRANTEE must record the budget change in EGMS or on a form provided by STATE.
- b. **Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of GRANTEE's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget. The Commissioner's Plan can be found here: <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>. GRANTEE shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to GRANTEE shall not exceed **ninety one thousand seven hundred forty dollars (\$91,740.00)**.
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

### 3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after GRANTEE submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule:

<b>Reimbursement Due Date:</b>	<b>For Service Period:</b>
October 15, 2020	July 20, 2020 – September 30, 2020
January 15, 2021	October 1, 2020 – December 31, 2020
April 15, 2021	January 1, 2021 – March 31, 2021
July 15, 2021	April 1, 2021 – June 30, 2021

If STATE does not prescribe a form, GRANTEE may submit invoices in a mutually agreed invoice format.

**b. Federal funds.** N/A

**c. DUNS number.** GRANTEE's Data Universal Numbering System (DUNS) number is **078286704**. The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities.

**4. CONDITIONS OF PAYMENT.**

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

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

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

**5. PAYMENT RECOUPMENT.**

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

- a. Any amounts received by GRANTEE from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by GRANTEE to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);

- d. Any amounts paid by STATE for which GRANTEE'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by GRANTEE to perform contract services, in accordance with clause 1, GRANTEE'S Duties; and/or
- e. Any amount identified as a financial audit exception.

## **6. CANCELLATION.**

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

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

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

**6.4. Conviction relating to a state grant.** In accordance with Minn. Stat. § 16B.991, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a state grant agreement.

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

**7.1. State.** STATE's authorized representative for the purposes of administration of this CONTRACT is **Jacqueline Peichel** or successor. Phone and email: **651-431-2583, Jacqueline.s.peichel@state.mn.us.**

This representative shall have final authority for acceptance of GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

**7.2. Grantee.** GRANTEE's Authorized Representative is **Jennifer Anderson** or successor. Phone and email: **612-861-9881, jenniferanderson@richfieldmn.gov**. If GRANTEE's Authorized Representative changes at any time during this CONTRACT, GRANTEE must immediately notify STATE.

**7.3. Information Privacy and Security.** (If applicable) GRANTEE's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Jennifer Anderson** or successor. Phone and email: **612-861-9881, jenniferanderson@richfieldmn.gov**.

## **8. INSURANCE REQUIREMENTS.**

GRANTEE shall not begin work under the CONTRACT until it has obtained all the insurance described below and STATE has approved such insurance. GRANTEE shall maintain the insurance in force and effect throughout the term of the contract. GRANTEE is required to maintain and furnish satisfactory evidence of the following insurance policies.

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

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts GRANTEE from Workers' Compensation insurance mandates, including if GRANTEE has no employees in the State of Minnesota, GRANTEE must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes GRANTEE from the Minnesota Workers' Compensation requirements.

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

**8.2. General Commercial Liability Insurance.** GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum insurance limits: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by GRANTEE or by a subcontractor or by anyone directly or indirectly employed by GRANTEE under the grant contract. STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

**8.3. Employee Theft & Dishonesty Policy.** GRANTEE agrees to keep in force a blanket employee theft & employee dishonesty policy in at least the total amount of the first year's grant award as an addendum on its property insurance policy. If it is not feasible to include a blanket employee theft & employee dishonesty policy as an addendum to a property insurance policy, then GRANTEE must keep in force a stand-alone employee theft/employee dishonesty policy.

STATE will be named as both a joint payee and a certificate holder on the employee theft/employee dishonesty policy. Only in cases in which the first year's grant award exceeds the available employee theft/employee dishonesty coverage may grantees provide blanket employee theft/employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater.

Upon execution of this grant contract, GRANTEE shall furnish STATE with a certificate of employee theft/employee dishonesty insurance.

**8.4. Commercial Automobile Liability Insurance.** GRANTEE is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Contract. In the case that any work is subcontracted, GRANTEE will require the subcontractor to maintain Commercial Automobile Liability insurance that conforms to this section. Minimum insurance limits are as follows: \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage. In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

**8.5. Professional Liability Insurance.** This policy will provide coverage for all claims the GRANTEE may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to GRANTEE's professional services required under the CONTRACT. GRANTEE is required to carry the following minimum insurance limits:

- \$2,000,000 – per claim or event
- \$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the GRANTEE and may not exceed \$50,000 without the written approval of the State. If the GRANTEE desires authority from the State to have a deductible in a higher amount, the GRANTEE shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the STATE can ascertain the ability of the GRANTEE to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this CONTRACT and GRANTEE shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by STATE to fulfill this requirement.

**8.6. Additional Insurance Conditions:**

- a. GRANTEE's policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of GRANTEE's performance under this Contract.

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

## **9. INDEMNIFICATION.**

In the performance of this CONTRACT by GRANTEE, or GRANTEE's agents or employees, GRANTEE must indemnify, save, and hold harmless the STATE, its agents and employees, from any claims or causes of action, including attorney's fees incurred by STATE, to the extent they are caused by GRANTEE's:

- a. Intentional, willful, or negligent acts or omissions;
- b. Actions that give rise to strict liability; or
- c. Breach of contract or warranty.

The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of STATE's sole negligence. This clause will not be construed to bar any legal remedies GRANTEE may have for STATE's failure to fulfill its obligation under this CONTRACT.

## **10. INFORMATION PRIVACY AND SECURITY.**

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

government entity under Minn. Stat. § 13.05, subd. 11, and thus any data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either GRANTEE or STATE.

- d. In its capacity as GRANTEE under this contract, GRANTEE is being made an agent of the “welfare system” as defined in Minn. Stat. § 13.46, subd. 1, and any data collected, created, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
- e. If GRANTEE receives a request to release data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this CONTRACT, GRANTEE must immediately notify and consult with STATE’s Authorized Representative as to how GRANTEE should respond to the request.
- f. Under this CONTRACT, GRANTEE is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minn. Stat. §§ 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.
- g. GRANTEE’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minn. Stat. § 13.05, subd. 5 to establish appropriate security safeguards for all records containing data on individuals.
- h. GRANTEE must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by GRANTEE in performing its duties under this CONTRACT.

## **11. INTELLECTUAL PROPERTY RIGHTS.**

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

**11.2. Ownership.** STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by GRANTEE upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright

protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

### **11.3. Responsibilities.**

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by GRANTEE, including its employees and subcontractors, and are created and paid for under this CONTRACT, GRANTEE will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** GRANTEE must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. GRANTEE must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** GRANTEE represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at GRANTEE’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in GRANTEE’s or STATE’s opinion is likely to arise, GRANTEE must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

## **12. PUBLICITY.**

**12.1 General publicity.** Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE’s authorized representative. For purposes of this provision, publicity includes notices,

informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the GRANTEE individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the GRANTEE's website when practicable.

**12.2 Endorsement.** GRANTEE must not claim that STATE endorses its products or services.

### **13. HUMAN RIGHTS COMPLIANCE.**

#### **13.1 Affirmative action requirements.**

- a. In-state grantees.** If GRANTEE has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months preceding the date GRANTEE submitted its response to STATE, and this CONTRACT, including any extensions, is in excess of one hundred thousand dollars (\$100,000) GRANTEE must have an affirmative action plan in the form of a Workforce Certificate (DHS-7016), approved by the Commissioner of Human Rights of the State of Minnesota, for the employment of qualified minority persons, women and persons with disabilities. See Minn. Stat. § 363A.36.
- b. Out-of-state grantees.** If GRANTEE has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then GRANTEE must either: 1) have a current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights; or 2) certify that it is in compliance with federal Affirmative Action requirements.
- c. Affirmative action and non-discrimination requirements for all grantees:**
  1. GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified per Minn. Stat. § 363A.02. GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
  2. GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. See Minnesota Rules, part 5000.3550.
  3. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to Minn. Stat. § 363A.36 (the Minnesota Human Rights Act).

- d. Notification to employees and other affected parties.** GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.
- e. Notification to Labor Unions and Other Stakeholders.** GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contractual understanding, that GRANTEE is bound by the terms of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.
- f. Compliance with Department of Human Rights Statutes.** In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with of Minn. Stat. § 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

### **13.2 Equal pay certificate.**

- a. Scope.** Pursuant to Minn. Stat. § 363A.44, STATE shall not execute a contract for goods or services or an agreement for goods or services in excess of \$500,000 with a business that has 40 or more full-time employees in the State of Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate or it has certified in writing that it is exempt.
- b. Commissioner's right to waive requirement.** This section does not apply to a business, with respect to a specific contract, if the commissioner of administration determines that the requirements of this Section would cause undue hardship on the business. This Section does not apply to a contract to provide goods or services to individuals under Minnesota Statutes, Chapters 43A, 62A, 62C, 62D, 62E, 256B, 256I, 256L, and 268A, with a business that has a license, certification, registration, provider agreement, or provider enrollment contract that is a prerequisite to providing those good or services.
- c. Consequences.** If GRANTEE fails to obtain an equal pay certificate as required by Minn. Stat. § 363A.44, or is not in compliance with the laws identified in section 363A.44, the Minnesota Department of Human Rights (MDHR) may void this CONTRACT on behalf of STATE, and this CONTRACT may be immediately terminated by STATE upon notice that MDHR has suspended or revoked GRANTEE's equal pay certificate.
- d. Certification.** GRANTEE certifies that it has a current equal pay certificate approved by the MDHR, if one is required, that it is in compliance with the laws identified in Minn. Stat. § 363A.44. GRANTEE certifies it is aware of the consequences for noncompliance.

## **14. VOTER REGISTRATION REQUIREMENT.**

GRANTEE certifies that it will comply with Minn. Stat. § 201.162 by providing voter registration services for its employees and for the public served by GRANTEE. Voter Registration materials can be found at the Secretary of State's website: <https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/>.

## **15. OWNERSHIP OF EQUIPMENT.**

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

## **16. AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.**

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

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

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

**16.4. Debarment by STATE, its departments, commissions, agencies or political**

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

**16.5. Certification regarding debarment, suspension, ineligibility, and voluntary**

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

**a. Instructions for Certification**

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

**b. Lower Tier Covered Transactions.**

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

**17. GRANTEE DATA DISCLOSURE.**

Consistent with Minn. Stat. §§ 270B.09, 270C.65, subd. 3, and 270C.66, and other applicable law, GRANTEE understands that disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, may be provided to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring GRANTEE to file state tax returns and pay delinquent state tax liabilities, if any.

**18. JURISDICTION AND VENUE.**

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

## **19. CLERICAL ERRORS AND NON-WAIVER.**

**19.1. Clerical error.** Notwithstanding Clause 21.1, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. GRANTEE will be informed of errors that have been fixed pursuant to this paragraph.

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

## **20. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.**

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

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

**20.3. Entire Agreement.** If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 21.1.

**20.4. Entire Agreement.** This CONTRACT contains all negotiations and agreements between STATE and GRANTEE. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

**20.5 Drafting party.** The parties agree that both parties have had an opportunity to negotiate and draft CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

## **21. PROCURING GOODS AND CONTRACTED SERVICES.**

**21.1 Competitive bidding and preferred vendors.** Unless otherwise approved in writing by State or otherwise required by Minn. Stat. 471.345, *et. seq.*, if the GRANTEE subcontracts any portion of the work or services under this contract in excess of \$10,000, GRANTEE must seek competitive quotes for those goods or services. The resulting subcontract must result from GRANTEE'S search for competitive quotes, where GRANTEE records at least three (3) quotes. GRANTEE must make all reasonable efforts to work with the following vendors whenever possible:

- a. State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List, available at: <http://www.mmd.admin.state.mn.us/process/search/>
- b. Metropolitan Council's Targeted Vendor list, the Minnesota Unified Certification Program, available at: <https://mnuccp.metc.state.mn.us/>

- c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul, the Central Certification Program, available at:  
<https://www.stpaul.gov/departments/human-rights-equal-economic-opportunity/contract-compliance-business-development/central>

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

**21.3 Debarred vendors.** In the provision of goods or services under this CONTRACT, GRANTEE must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, GRANTEE must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

## **22. SUBCONTRACTS.**

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

## **23. LEGAL COMPLIANCE.**

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

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

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

**23.3 Grants management policies.** GRANTEE must comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, subd. 4(a)(1), which can be found at <https://mn.gov/admin/government/grants/policies-statutes-forms/>. Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by OGM Policy 08-10.

**23.4 Conflict of interest.** Grantee certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. GRANTEE shall immediately notify STATE if a conflict of interest arises.

## **24. OTHER PROVISIONS**

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Signature Page Follow

IN WITNESS WHEREOF, the parties have caused this grant contract to be duly executed intending to be bound thereby.

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

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

By:  \_\_\_\_\_  
Date: 7/20/2020

Contract No: GRK 180367

**2. GRANTEE**

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

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**3. STATE AGENCY**

By (with delegated authority): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Distribution: (fully executed contract to each)**

- Contracting, Procurement and Legal Compliance Division
- Grantee
- State Authorized Representative

## City of Richfield/Richfield Dementia Friends

---

*FY 2021 MBA Dementia Grants*

### ***City of Richfield***

---

Mrs Katie Rodriguez  
6700 Portland Ave South  
Richfield, MN 55423

[contact@richfieldmn.gov](mailto:contact@richfieldmn.gov)  
O: 612-861-9700

### ***Ms Jennifer Anderson***

---

6700 Portland Ave So  
Richfield, MN 55423

[jenniferanderson@richfieldmn.gov](mailto:jenniferanderson@richfieldmn.gov)  
O: 612-861-9881

## ***Proposal Contents***

---

*The following will be considered minimum requirements of the proposal content with emphasis on completeness and clarity of content.*

### **Executive Summary (25 points)**

This component of the proposal should demonstrate the responder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work. Write a brief description of the proposed project, including: state funds requested, project focus category(ies), region where the project will occur as defined by the planning and service areas of the Area Agencies on Aging, the project/program goals, and the list of objectives and products/services to be developed. The Executive Summary should also clearly describe/outline the responder's overall design of the project in response to achieving the purpose & deliverables as defined in this RFP. Specifically, the proposal should demonstrate the responder's familiarity with: (a) the project elements; (b) its solutions to the problems presented; and (c) knowledge of the proposed services. **The executive summary from applicants awarded a grant may be posted on the Minnesota Board on Aging's public web page.**

The City of Richfield is seeking \$93,640 to increase awareness of Alzheimer's disease and, as a special focus, target the growing Latino community to ensure culturally appropriate information and resources are available. All grant activities will take place in Richfield with Bloomington and Edina residents likely benefiting due to a long-standing public health partnership. In 2017, the Richfield Dementia Friends Action Team (RDFAT) was created as a grassroots group with approval from the city. The RDFAT is comprised of community members that are driving a cross-community effort to prepare Richfield to be a dementia-friendly community. The RDFAT conducted a community needs assessment in Richfield in the summer of 2018. The results of the assessment revealed:

- 1).The need to raise community awareness of the resources and organizations that can help support all people with Alzheimer's and dementia and their care partners
- 2). Increase information, education and training on Alzheimer's and dementia for care partners.

With this grant we would have the financial support to increase awareness across the community in general and intentionally and authentically engage with our Latino community. This grant aligns nicely with the gaps identified in the community assessment and will provide much needed human and financial support to springboard efforts and engage within the Latino community in a meaningful way.

## Agency Description (100 points)

This section must include information on:

- The existing programs and activities of the agency
- The number of people served, geographic area served
- Population served
- Staff experience- **include prior Dementia Training Completed and associated certificates; and Dementia Knowledge Capture form (upload below)**
- Programmatic accomplishments.

The responders should include reasons why your organization is able to effectively complete the services outlined in the RFP. Be certain to demonstrate the length, depth, and applicability of all prior experience in providing the requested services. The responder should also demonstrate the skill and experience of lead staff and identify within the proposal a project manager with experience in planning and providing the proposed services.

For the past 42 years, the Community Health Boards (CHB) of Richfield and Edina have contracted with the City of Bloomington's Public Health Division (all city-level public health departments) to provide cradle to grave health services. Although this contractual partnership exists, each CHB maintains autonomy in serving its unique populations. Public health services are provided to those who are under-insured and those without a safety net. Richfield also has an 11-member volunteer Advisory Board of Health (ABH) responsible for advising and making recommendations to the City Council on matters relating to the development, funding and evaluation of community health services and programs. The Advisory Board of Health has advocated for Richfield Dementia Friends since its inception.

The City of Richfield is poised to be successful with this grant for a few different reasons: Jennifer Anderson is the Community Health Services Administrator/Support Services Manager for the City of Richfield and would be the Project Manager, overseeing the grant at a high level. In a previous position from 2015-2017, she was the Community Coordinator for the City of Chanhassen, guiding their efforts to become a dementia friendly community. She has also been trained as a Dementia Friendly @ Work trainer and a Dementia Friends Champion (certificates not locatable) and has relationships in the Alzheimer's community. She is also the staff liaison to the Richfield ABH. Because her time is limited, a Community Coordinator would be hired to manage the day to day activities while working closely with a Cultural Consultant in addition to partnering with Bloomington Public Health SHIP staff who have been actively involved on the Action Team since its inception, and whom some are Dementia Champions.

The Community Needs Assessment identified several areas as high priority with low activity levels. After reviewing the assessment results with the Action Team, the group decided on two priorities of focus:

- 1). Raise community awareness of the resources and organizations that can help support people with dementia and their families
- 2). Increase information, education and training for caregivers who care for those living with dementia.

One of the things learned during the assessment process was the community's desire for a "local" resource guide, a guide specific to the City of Richfield that listed local businesses and organizations that support those living with dementia and their families. As a local physician shared: "giving a patient a 1-800 number isn't helpful", so the Action Team spent 2019 learning about and gathering local resources and compiling a comprehensive "living document" with local resource contact information, service description, hours of operation and cost information. The Richfield Dementia Friends Resource Guide is available in print on a limited basis due to cost and will soon be on the city's website. The second priority is being considered by the RDFAT.

## Upload Dementia Training completed certificates

## Upload completed Dementia Knowledge Capture form

Download the Dementia Knowledge Capture form, and review the Knowledge Capture Instructions if needed.

Dementia\_Knowledge\_Capture\_Form\_tcm1141-426460 (1).xlsx

### Description of Target Population (175 points)

In this section, applicants should clearly describe the need for the proposed project in their community. This description should include an overview of the overall project design that:

- Describes the population to be served by the proposed project;
- Specifies the region where the project, not the applicant, will occur as defined by the planning and service areas of the Area Agencies on Aging;
- Identifies the level of need for these proposed services or system change;
- Cites the methods or information used to determine this need; and
- Describes how the project will address the need.

Responders should also include: barriers or anticipated challenges; discuss whether the project and activities will have a local or regional impact; estimate how many persons will be served and whether it will serve low- and moderate-income individuals and families; and include a description of the referral system(s) used by the project to reach the target population.

**Optional:**To address a Special Focus Area (up to 50 points of the available points):

- Name the targeted culture and/or ethnic population(s);
- Identify if the responder organization is currently an ethnic or culturally focused organization (an organization whose staff primarily mirrors the ethnic and/or cultural communities it is serving);
- Specify the geographic area where the project, not the responder, will occur and describe the characteristics that make the area rural, if applicable; and/or
- Identify the need and any special or specific methods that will be used to serve the target population.

\*

Population/Region/Need:

Richfield is an economically and racially diverse first-ring suburb of Minneapolis with a population of 35,990 (American Community Survey 2013-2017 estimate). The City has experienced rapid demographic change over the last three decades. Compared to the 1980s, the City of Richfield is much more racially and economically diverse. The adult population of Richfield today is 62% White non-Hispanic and 38% other races including multiple races. Richfield has the highest concentration of Latinos (17%) of any surrounding community including Minneapolis (11%). Twenty percent of Richfield's adult population is foreign born. Of residents born outside the U.S. 53% are from Latin American countries and 27% are from Asian countries (includes South Central Asia and the Middle East). People ages 50 and above make up 35% of Richfield's population. Fourteen percent of Richfield's households are made up of people ages 65+ living alone. Richfield's population is located in the Metropolitan Area Agency on Aging- Arden Hills Region and is where the work will take place.

Through the community needs assessment conducted in 2018, it was revealed over 750 people in Richfield over age 65 are living with Alzheimer's and related dementia's, which is more than 10% of Richfield's population over 65 years old. Almost 100 people with dementia live alone. Of the 56 surveys conducted, 82% had a personal experience with someone with dementia and 42% have had a professional experience with someone with dementia. Because of our growing aging/vulnerable population, Richfield's Public Safety Department partnered with the Vitals app in 2019. The app allows caregivers and individuals to create and manage a personalized profile including important information about themselves to inform first responders about their various specialized needs and conditions. We would like to promote this opportunity to our residents who are living with dementia and offer one year memberships to 10 low-income individuals. The City has received over 100 dementia related calls for service in 2018-2019.

Increasing awareness of Alzheimer's disease is designed to benefit the entire community of Richfield. RDFAT has members who work in Edina and Bloomington, with their organizations serving Richfield. It is expected that this work will include and have a beneficial impact on people from the other two cities as well. As mentioned earlier, the three cities have had a longstanding public health partnership. We fully expect to be engaging with and impacting low and moderate-income households through this work. It is also anticipated the work will reach over 1,000 people. The goal of increasing awareness across the community will not only be engaging those who have been personally impacted by the disease but also educate the next sphere of people - adult children of those with a diagnosis, community, and faith leaders. - all who tend to be trusted confidants when a diagnosis is revealed. In raising awareness, the Dementia Friends Information Sessions that would be provided is just the appetizer for an anticipated broader, deeper conversation exploring needed supports, resources and additional training.

#### Special Focus Area:

The biggest barrier for engaging the Latino population in exploring cultural norms around aging, memory loss and developing appropriate supports and resources for an Alzheimer's diagnosis is a trusted connection, human capacity and financial means.

At a recent Action Team meeting, a Latino guest shared that their community reacts to a diagnosis of dementia with "fear and denial" saying, "That's not me" and they begin to isolate themselves deeper within their families causing even greater strain on the family unit as a whole. Additionally, there is an inherent mistrust of medical providers and government entities.

Partnering with local trusted individuals and cultural organizations to address the lack of culturally appropriate education, resources and supports will be key to our success and will require financial support to build those relationships. Richfield is not home to many ethnic organizations and the few that we do have are limited by resources and staffing. Richfield is fortunate to have the first Latina Mayor in the State of Minnesota and she is supportive of this effort and work accomplished to date. She is well-connected in the metro region and has provided contacts who may be interested in helping Richfield Dementia Friends explore the work of engaging deeply with the Latino community to educate and identify culturally appropriate resources and supports. Because of Richfield's growing Latino population, the City is working diligently toward becoming a culturally focused organization to be better partners with our burgeoning diverse demographic.

With the Community Coordinator and Cultural Consultant working together, we envision holding key stakeholder meetings and forming a small core team of Latino leaders in Richfield who would be the trusted leadership group capable of moving conversations and goals forward with Latino community members. The core team would most likely be comprised of faith leaders, school staff, childcare staff, non-profit leaders and local housing managers. The City of Richfield has established relationships with a few of the above mentioned sectors as well. Small focus groups could be utilized to begin exploration of norms in the Latino community, family dynamics, Alzheimer's education needs and eventually the development of local resources and supports.

#### Barriers/Anticipated Challenges:

One growing concern is how well this work can be launched and managed while the state is fluctuating between shelter in place orders and strict social distancing recommendations. Group gatherings, meetings, and conversations may have to be conducted in non-traditional ways until the threat of Covid-19 is lessened in Minnesota. This proves to be a challenging barrier.

## ***Work Plan: Goal, Objectives, Activities, and Outcomes***

---

### **Work Plan: Goal, Objectives, Activities, and Outcomes. (300 points)**

In this section, identify the overall goal of your project/program. Then, identify a minimum of three (3) and no more than six (6) measurable objectives of your project in order to reach the one or more identified focus categories as defined in Section II.B, Project Focus Categories, of the RFP. For each objective, choose a project focus category the objective connects with from the drop-down menu. The proposed objectives will be used to measure progress and demonstrate the program's effectiveness, and will carry forward to the grantee's semi-annual reports so that all projects and programs will be measured specifically on self-identified components and targets.

To aid in maximizing their score, responders should involve at least one of the following groups as a partner in their proposal: human or social service organization; community health board (e.g. SHIP staff); a healthcare organization; a quasi-formal or other service provider; and/or local not-for-profit (e.g., an ethnic or culturally-focused organization) or for-profit business (e.g., an employer, service company, retailer or other commercial venture), educational institution, unit of government, transportation agency, or trade association.

**Optional:** To address a Special Focus Area (*up to 50 points of the available points*), include a description of how the proposed project:

- Is supported by the targeted population(s);
- Will use or enhance existing activities and resources or involve innovative approaches to achieving the proposed project's success;
- Will be coordinated with other community activities or health initiative(s); and/or
- Will strengthen community relationships or partnerships with health care entities.

For the last two bullet points listed above, responders must identify partners within the "people responsible" section for each Objective. Responders should clearly define and document the partner's role, resources, and responsibilities in the project. Document the resources outlined within the explanation in the budget and responsibilities in the work plan that each partner will contribute to the proposed project.

### **Project/Program Goal**

In one sentence, summarize the goal of your project or program.

Our project goal is to increase dementia awareness/education/resources throughout the community and target outreach to Richfield's growing Latino community.

## Objective #1

One sentence that highlights this piece of the project, i.e., this is one step towards achieving the overall project goal.

The established connections of the RDFAT will be utilized to begin reaching deeper into the community to promote awareness, education and training for the community as well as identifying community members to be Dementia Friends Champions.

## Objective #1: Project Focus Category

Choose one project focus category in connection to Objective #1.

Increase Awareness

## Objective #1: Key Activities & Strategies

Briefly outline each task that needs to be accomplished in order to meet the objective and desired outcomes.

Key activities: Our first objective is to increase dementia awareness and education within the Richfield community. This will be accomplished with 3 key activities:

1) Outreach to 14 faith orgs. in Richfield and partner to offer dementia info sessions after services and/or as part of a church event. If successful, we will explore needs of the congregation and develop available education or topic specific training opportunities. Due to Covid, this training may need to be provided virtually. We will explore recording the training and offering a link to orgs. to share with congregations. This doesn't allow us to know how many are utilizing the training and the rich interaction/connection/discussion during and after would be missed. Another option is to offer the training more than originally planned, allowing 10 or less people to register. We can consider outdoor locations in the community like Veterans Park, to offer the training as well. Covid-19 guidance may change in the coming months allowing gatherings, which is most ideal.

2). Engage Richfield's Crime Prevention Specialist and Block Captains, offering a dementia info session at block captain meetings twice a year. Block Captains are aware of residents on their block, household needs, and they communicate regularly with residents. Captains could be trained in one session and if new captains are brought on, a second training could be provided at the second meeting of the year. This ensures the majority of captains are trained. From there, captains could identify if they think an info session would be helpful for their block. Richfield has 195 Block Captains.

3). Partner with 3 clinics in Richfield (Allina, Hennepin Healthcare, and Richfield Medical Group) to provide dementia info sessions in clinic. We will ask clinic partners to outreach directly to patients/patient families encouraging attendance and will ask each clinic to have a provider present who can speak to the disease. All of these outreach strategies will include introducing and promoting the Richfield Dementia Friends Resource Guide and growing the number of supporters in the community. We have a couple Dementia Champions on the RDFAT who will assist in leading this effort with technical support from Jo Cotter. We will also contract for translation services and have the City of Richfield Dementia Resource Guide translated in Spanish which will reach those in our community who are non-English reading or speaking.

## Objective #1: People Responsible

Briefly list all staff members' names, titles, and responsibilities in regards to the specific objective. Also list any other stakeholders, including their names, titles, and organization that they are with, and how they will assist with reaching the objective.

- Jennifer Anderson, City of Richfield CHS Administrator/Support Services Manager - responsible for overseeing grant management
- Jo Cotter, City of Bloomington, Division of Public Health, Educator - assistance with monthly RDFAT team meetings and minutes
- TBD, Community Coordinator- responsible for conducting outreach to clinics and managing event along with securing interpreter services, registration, event management, follow-up
- Translation Vendor for Resource Guide - responsible for having the Dementia Resource Guide translated into Spanish
- Faith Leaders -Responsible for communicating with congregation about training sessions Clinic Staff - Responsible for promotion of training sessions to patients/staff.
- RDFAT members certified to provide Dementia Information Session training - Conduct training Kelly Deweese – Responsible for evaluation of outreach and training efforts
- Kate Atchinson – Responsible for developing communications materials for all events listed above

### **Objective #1: Estimated Outcomes (narrative)**

Describe specific results that aim to achieve the overall project goal, such as skills and knowledge obtained, community connections made, services provided to people, etc.

1000 people trained in the three scenarios listed above. The hope is these people will connect not only in the trainings, but outside of training to begin supporting one another and normalizing the disease in Richfield.

### **Objective #1: Estimated Outcomes (result)**

Enter the estimated numerical result of the outcome described above (i.e., # of units/people served, community connections made, etc.).

1000

### **Objective #1: Estimated Start Date**

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

09/01/2020

### **Objective #1: Estimated End Date**

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

05/30/2021

### **Objective #2**

One sentence that highlights this piece of the project, i.e., this is one step towards achieving the overall project goal.

Identify trusted Latino community partners who can engage the Latino community in the exploration of desired educational opportunities and culturally specific dementia education to those living with dementia and their caregivers.

## Objective #2: Project Focus Category

Choose one project focus category in connection to Objective #2

Increase Awareness

## Objective #2: Key Activities & Strategies

Briefly outline each task that needs to be accomplished in order to meet the objective and desired outcomes.

Key informant interviews with Latino community members would be conducted by the Community Coordinator with assistance from the Cultural Consultant to assess interest and participation on a Latino core team.

The core team will be the sustainable group that drives the broader effort of engaging the Latino community in identifying and developing culturally appropriate education and training opportunities through the use of focus groups. This stage of the work will take time to establish trusting relationships and work through the process of how to achieve this objective in the way the community wants and needs.

Outreach to the broader community will be primarily the Community Coordinator's responsibility in concert with the Cultural Consultant. This establishes legitimacy for the community and can be a bridge for trust moving forward. The vision for the Latino core team came from the success of La Red Latina, a childcare network created in Richfield that works to eliminate systemic barriers faced by family and neighbor care providers. La Red advocates for educational opportunities and leadership development for their members. The Latino core team could be the same type of advocacy group for Latino residents, guiding and bringing awareness to Latino needs related to Alzheimer's.

Refreshments and childcare would be provided as an incentive to participate in the focus groups. Although focus groups are typically small in size, due to Covid-19, there will need to be exploration/assessment of how to host events that will still attract interested residents to the focus groups.

## Objective #2: People Responsible

Briefly list all staff members' names, titles, and responsibilities in regards to the specific objective. Also list any other stakeholders, including their names, titles, and organization that they are with, and how they will assist with reaching the objective.

--Jennifer Anderson, City of Richfield CHS Administrator/Support Services Manager - responsible for overseeing grant management

--TBD, Cultural Consultant - responsible for advising and sharing best practices and recommendations

--TBD, Community Coordinator - responsible for conducting outreach and managing community partnerships to ensure project is making progress

--RDFAT members who are Dementia Champions - provide Dementia Friends Information Sessions to those interested

--Kelly Deweese - responsible for evaluation of the focus groups

--Kate Atchinson - responsible for the development of outreach materials for the focus groups

The following is a list of organizations who will be approached for a local partnership. All partners will need to commit to ensure a culturally focused group is leading the effort and promoting the grant objective.

--MIRA (Módulo de información recursos y apoyo)

- Church of the Assumption, Richfield
- Partnership Academy (K-5) Richfield
- Richfield Public Schools
- Two multi-unit housing managers in Richfield (Seasons Park, Richfield Towers)
- Centro Tyrone Guzman

### **Objective #2: Estimated Outcomes (narrative)**

Describe specific results that aim to achieve the overall project goal, such as skills and knowledge obtained, community connections made, services provided to people, etc.

Ideally the Latino community in Richfield would have culturally appropriate, relevant education and training opportunities available in addressing Alzheimer's. The Latino community would have a stronger, trusted connection with the city.

### **Objective #2: Estimated Outcomes (result)**

Enter the estimated numerical result of the outcome described above (i.e., # of units/people served, community connections made, etc.).

600

### **Objective #2: Estimated Start Date**

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

09/01/2020

### **Objective #2: Estimated End Date**

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

06/30/2021

### **Objective #3**

One sentence that highlights this piece of the project, i.e., this is one step towards achieving the overall project goal.

Capture the lived experiences through recorded (video or audio) interviews of the stories, emotions, highs and lows, and daily life of Richfield residents who are living with Alzheimer's, and those who help care for them.

### **Objective #3: Project Focus Category**

Choose one project focus category in connection to Objective #3

Increase Awareness

### **Objective #3: Key Activities & Strategies**

Briefly outline each task that needs to be accomplished in order to meet the objective and desired outcomes.

Through established connections of the RDFAT and members themselves, identify a list of willing interviewees.

Develop talking points about why storytelling is important and how the recorded sessions will be used and then approach the list of interview candidates to set up appointments to meet. Perhaps promote the opportunity communitywide through various media channels if we're struggling to find interviewees.

Schedule and conduct interviews where the interviewee is most comfortable. Determine the best media avenues for sharing with the community.

Promote the interviews through the Richfield Dementia Friends group in hopes it brings awareness and increased community support and connection for those living with Alzheimer's and their care partners.

Outcomes will center on capturing the stories of local residents living with Alzheimer's helps to normalize the disease, put a face to the reality and could ultimately lead others to come out from behind the stigma of dementia. Hearing people share their story is a powerful means of communication to share, teach and inspire while creating connections and bringing people together around a common struggle.

### **Objective #3: People Responsible**

Briefly list all staff members' names, titles, and responsibilities in regards to the specific objective. Also list any other stakeholders, including their names, titles, and organization that they are with, and how they will assist with reaching the objective.

Kate Atchinson, Communications Specialist with the City of Richfield, and Jennifer Anderson, City of Richfield CHS Administrator, along with the Cultural Consultant will develop a series of questions to help get the conversations started. Kate will record and edit material and work with Jennifer Anderson on the best way to promote the content.

TBD, Community Coordinator – The Community Coordinator would conduct the interviews.

### **Objective #3: Estimated Outcomes (narrative)**

Describe specific results that aim to achieve the overall project goal, such as skills and knowledge obtained, community connections made, services provided to people, etc.

10 interviews recorded, edited and promoted

### **Objective #3: Estimated Outcomes (result)**

Enter the estimated numerical result of the outcome described above (i.e., # of units/people served, community connections made, etc.).

10

### **Objective #3: Estimated Start Date**

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

11/01/2020

### **Objective #3: Estimated End Date**

Dates should be incremental in regards to the overall project and not just the entire timeframe of the grant.

05/31/2021

## Evaluation Plan

### Evaluation Plan (100 points)

The State is committed to funding services that produce a measurable result for the people of Minnesota. A successful responder must develop indicators of the success and effectiveness of the program and be able to measure and evaluate them to determine outcomes.

In this section, describe what lasting effects will be produced by the project and how your organization will continue the proposed project after it ends. Discuss the relationship with other organizations that you have or will develop further that will help maintain the proposed project long-term, and describe the value of any coordination across service providers and any secondary benefits that happened and/or you propose will happen due to this coordination.

Program and financial sustainability must be explicitly addressed as one indicator of the proposed evaluation. List surveys or other assessment tools you propose to use to assess and measure pre- and post-participant outcomes and how results will be summarized.

Indicators of success:

- The number of people and organizations reached in new education and/or provided resources through community outreach logs maintained by the Community Coordinator.
- We will document the number of people that received dementia-related education or resources from our Latino community partners. This information will be captured by sign-in sheets maintained by the Community Coordinator.
- Dementia Friends Champions training's and participant attendance will be captured on sign-in sheets to demonstrate the increase in the number of those trained and the number of Champions in the community compared to current numbers.
- The number of new Vitals app enrollments will be tracked through the Public Safety Department

Survey of Latino community partner organizations:

- Number of people (people with dementia and their caregivers) that received new education and/or resources would be tracked by the Community Coordinator.

We expect that there will be lasting effects of this project, including willingness of other local organizations to receive dementia training, long-term adoption of dementia-friendly practices, and continuing participation of Dementia Friends Champions. Building relationships with the local clinics, community, and faith-based organizations will improve the likelihood of continued collaboration on public health goals, both dementia-related and otherwise.

After the grant ends, we can continue to measure long-term impacts of some of our objectives. With clinic participation, we can continue to monitor the number of those diagnosed with Alzheimer's or other dementia's and assess for education provided and still needed.

The numbers captured from this grant funding can be compared to the numbers captured from the original work of the Richfield Dementia Friends Action Team, which operates with no funding, which has limited our ability to fully move forward with education and training efforts on a large scale.

It is our hope that with new connections to the community and many more residents trained as Dementia Friends Champions, we can greatly increase the awareness of Alzheimer's and other dementia's while seeking other funding opportunities through community grants as well as looking at how partners in the work can help to sustain training's at minimal cost.

The evaluation report out would be provided to all partners and those who engaged in training and education, via a group gathering after the contract is over. If Covid -19 doesn't allow for that in a timely manner, the evaluation findings would be developed into a report and mailed/emailed out.

## Attachment B - Grant Funds Budget

City of Richfield

July 20, 2020 - June 30, 2021

Cost Categories	Explanation	Total
<b>1. Personnel</b> <a href="#">Instructions</a>	Jessica Anderson, City of Richfield Senior Services Supervisor at \$38/hr @ 5 hrs/mos x 10 mos	\$1,900
	Kate Atchinson, City of Richfield, Communications @ \$33/hr x 10 hrs/mos x 12 mos	\$3,960
	<b>Subtotal</b>	<b>\$5,860</b>
<b>2. Fringe</b> <a href="#">Instructions</a>		
	<b>Subtotal</b>	<b>\$0</b>
<b>3. Travel</b> <a href="#">Instructions</a>	Travel for Community Coord. 40 mi/wk @ .58/mi x 44wks	\$1,020
	Travel for Cultural Consultant 25 mi/wk @ .58/mi x44 wks	\$638
	Travel for those attending Dementia Friends Champions training 160 miles RT to Mankato @.58/mi x 2 trainings	\$185
	<b>Subtotal</b>	<b>\$1,843</b>
<b>4. Building Space/Utilities</b> <a href="#">Instructions</a>		
	<b>Subtotal</b>	<b>\$0</b>
<b>5. Construction</b> <a href="#">Instructions</a>		
	<b>Subtotal</b>	<b>\$0</b>
<b>6. Equipment</b> <a href="#">Instructions</a>		
	<b>Subtotal</b>	<b>\$0</b>
<b>7. Supplies</b>  <a href="#">Instructions</a>	Laptop computer for the Community Coordinator	\$2,000
	Supplies: copy paper (4 boxes @ \$50/box), basic supplies (\$500), photocopying for trainings (\$1,200), flip charts (2 pk of 6 \$170), desk supplies for Community Coordinator (\$250), mobile folding supply cart for events (\$30), laptop soft cover (\$45), YTD calendar (\$10), Canon Digital Camcorder (\$353) Set of 3 flashdrives (\$30) plates/napkins/coffee cups (\$400) pack of 6 table covers (\$23) hand sanitizer, antibacterial wipes, hanging file storage cart (\$45) misc. supplies (\$500).	\$3,500
	Photocopying of Richfield Dementia Resource Guide in English and Spanish: Qty 250 English, stapled \$1,200 Qty 250 Spanish, stapled \$1,200	\$2,400

		<b>Subtotal</b>	<b>\$7,900</b>
<b>8. Administrative/ Indirect Cost</b> <a href="#">Instructions</a>			
		<b>Subtotal</b>	<b>\$0</b>
<b>9. Contractual</b> (fills from Sub-Contract Detail Page) <a href="#">Instructions</a>	<i>TBD Community Coordinator (identified by 9/1/20)</i> <i>MBA Cultural Consultants</i> <i>Kelly DeWeese, Bloomington Public Health</i>		\$18,400 \$5,125 \$4,800
		<b>Subtotal</b>	<b>\$28,325</b>
<b>10. Other Costs</b> (Specify)  <a href="#">Instructions</a>	Mass mailings 1 postcard and 1 letter to all households. Photocopying \$1500, postage \$2200, photocopying letter \$1,000 and postage \$4,000 Monthly cell phone bill reimbursement for Community Coord. \$50/mos x 10 mos  Training @ 14 faith organizations (2 sessions/church), 3 medical clinics (3 sessions/clinic = 9 sessions) and 3 Block captain meetings: room rental costs (\$500), bldg maint.staff for set-up and take down for training (\$30/hr x 40 hrs = \$1,200), refreshments (20ppl/session x 40 sessions x \$6/person = \$4,800) , child care @ \$20/hr x 40 hrs = \$800, photocopying completion certificates \$600 (photocopying in color) \$20 gift card/20ppl/session x 40 sessions = \$16,000 Translation services at faith/medical/block trainings Written translation of Resource Guide into Spanish Volunteer/Participant event in Spring 2021 refreshments, table supplies, room rental, staff time for set-up and take down Annual fee to cover Vitals app \$120 annual fee x 10 memberships to be provided to low income families Refreshments/childcare for focus groups Technology for virtual meetings and possible app Training and staff development Meeting of the Minds reg?		\$8,700  \$500  \$23,900  \$3,500 \$3,000 \$1,500 \$1,200 \$4,000 \$812 \$700
			<b>\$47,812</b>
<b>Grant Funds Budget Total</b>			<b>\$91,740</b>

Match Funds Budget  
City of Richfield  
July 20, 2020 - June 30, 2021

Cost Categories	Explanation	Funding Source	Cash	In-Kind	Total
<b>1. Personnel</b> <a href="#">Instructions</a>					\$0
<b>Jennifer Anderson</b>	Contract management 45 hrs/mo x \$44/hr x 12 mos	City of Richfield		\$23,760	\$23,760
<b>Bloomington Public</b>	SHIP staff, Assist with RDFAT meetings, admin. 4 hrs/wk	SHIP		\$10,750	\$10,750
		<b>Subtotal</b>	<b>\$0</b>	<b>\$34,510</b>	<b>\$34,510</b>
<b>2. Fringe</b> <a href="#">Instructions</a>					\$0
					\$0
					\$0
					\$0
		<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>3. Travel</b> <a href="#">Instructions</a>					\$0
					\$0
					\$0
					\$0
		<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>4. Building Space/Utilities</b> <a href="#">Instructions</a>					\$0
					\$0
					\$0
					\$0
		<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>5. Construction</b> <a href="#">Instructions</a>					\$0
					\$0
					\$0
					\$0
		<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>6. Equipment</b> <a href="#">Instructions</a>					\$0
					\$0
					\$0
					\$0
		<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>7. Supplies</b> <a href="#">Instructions</a>					\$0
					\$0
					\$0
					\$0
		<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>8. Administrative/ Indirect Cost</b> <a href="#">Instructions</a>					\$0
					\$0
					\$0
					\$0
		<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>9. Contractual (From Subcontract Detail Page)</b> <a href="#">Instructions</a>	Name				\$0
	Name				\$0
	Name				\$0
	Name				\$0
		<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>10. Other Costs</b>					\$0

<b>(Specify)</b> <a href="#">Instructions</a>					\$0
					\$0
					\$0
			<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>
		<b>Match Funds Budget Total</b>	<b>\$0</b>	<b>\$34,510</b>	<b>\$34,510</b>

Sub-Contract Detail  
City of Richfield  
July 20, 2020 - June 30, 2021  
[Instructions](#)

<b>Subcontractor Name</b>	<b>Explanation and Computation of Costs</b>	<b>Grant</b>	<b>Match</b>	<b>Total</b>
<i>Name</i> <i>TBD - Comm. Coord</i>	\$23/hr x 80 hrs/mos x 10 mos Manage day to day work of the grant	\$18,400		\$0 \$18,400 \$0
	<b>Subtotal</b>	\$18,400	\$0	\$18,400
<i>Name</i> <i>MBA Cultural Cons.</i>	Cultural Consultant - Will add when identified. Designs	\$5,125		\$0 \$5,125 \$0
	<b>Subtotal</b>	\$5,125	\$0	\$5,125
<i>Name</i> <i>Kelly DeWeese</i>	\$50/hr x 8 hours/mos x 12 mos Evaluation services	\$4,800		\$0 \$4,800 \$0
	<b>Subtotal</b>	\$4,800	\$0	\$4,800
<i>Name</i>				\$0 \$0 \$0
	<b>Subtotal</b>	\$0	\$0	\$0
<b>Sub-Contract Budget Total</b>		<b>\$28,325</b>	<b>\$0</b>	<b>\$28,325</b>

## Total Budget

City of Richfield

July 20, 2020 - June 30,  
2021*NOTE: these values will auto-fill from the other budget worksheets.*

<b>Cost Categories</b>	<b>Grant Funds</b>	<b>Match Funds</b>	<b>Total</b>
1. Personnel	\$5,860	\$34,510	\$40,370
2. Fringe	\$0	\$0	\$0
3. Travel	\$1,843	\$0	\$1,843
4. Building Space/Utilities	\$0	\$0	\$0
5. Construction	\$0	\$0	\$0
6. Equipment	\$0	\$0	\$0
7. Supplies	\$7,900	\$0	\$7,900
8. Administrative/ Indirect cost	\$0	\$0	\$0
9. Contractual	\$28,325	\$0	\$28,325
10. Other Costs (Specify)	\$47,812	\$0	\$47,812
<b>Totals</b>	<b>\$91,740</b>	<b>\$34,510</b>	<b>\$126,250</b>



**STAFF REPORT NO. 100**  
**CITY COUNCIL MEETING**  
**9/8/2020**

REPORT PREPARED BY: Jennifer Anderson, Support Services Manager

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

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/1/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of the continuation of an agreement with the City of Bloomington for the provision of food, pools, lodging, therapeutic massage and body art establishment inspection services for the City of Richfield for 2021.**

**EXECUTIVE SUMMARY:**

The City of Bloomington and the City of Richfield have had a contract for over 30 years for Bloomington Environmental Health to provide inspection and enforcement services in the areas of food, beverage, lodging, therapeutic massage, body art and public swimming pools along with plan check work for food services to Richfield.

The proposed contract for 2021 for these services will be \$146,500, compared to the 2020 contract amount of \$142,300. This is a 3% increase over the dollar amount paid to Bloomington in 2020. The increase is tied to increased benefit costs and staff salaries.

**RECOMMENDED ACTION:**

**By motion: Approve the continuation of an agreement with the City of Bloomington for the provision of food, pools and lodging inspection services for Richfield for 2021.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

Contained in the Executive Summary.

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

The City of Bloomington has sufficient resources to provide a professional level of inspection services to Richfield residents. Annual evaluations of their services have shown they are providing efficient services in a cost-effective manner.

C. **CRITICAL TIMING ISSUES:**

D. **FINANCIAL IMPACT:**

A 3% budget increase has been communicated to Richfield by Bloomington so the amount of \$146,500

has been captured in Richfield's 2021 budget.

**E. LEGAL CONSIDERATION:**

The City Attorney has reviewed the contract and has approved of it and its contents.

**ALTERNATIVE RECOMMENDATION(S):**

The Council could decide to have Richfield provide it's own food service inspections, beverage and lodging and the public swimming pools inspections and plan to check food services; however, the State would have to approve this change and would likely be concerned about staffing, response and capacity issues. The cost of hiring the necessary staff to provide the same level of services and administrative support would be more that the current expenditures and would require a significant budget increase.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
☐ 2021 Food, Pools and Lodging Contract	Cover Memo

**AGREEMENT BETWEEN THE CITIES OF BLOOMINGTON, MINNESOTA AND  
RICHFIELD, MINNESOTA FOR INSPECTIONS OF FOOD & BEVERAGE, LODGING,  
THERAPEUTIC MASSAGE & BODY ART ESTABLISHMENTS AND INSPECTIONS OF  
PUBLIC SWIMMING POOLS**

This Agreement is made this 20<sup>th</sup> day of August, 2020, by and between the City of Richfield, a Minnesota municipal corporation located at 6700 Portland Avenue, Richfield, Minnesota 55423 (hereinafter referred to as "Richfield") and the City of Bloomington, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as "Bloomington").

WHEREAS, Richfield is authorized and empowered to provide for various types of environmental health inspections and code enforcement to ensure the public health, welfare and safety; and

WHEREAS, it is the desire of the parties and the purpose of this agreement that certain of such services be performed by Bloomington on behalf of Richfield; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the above parties hereto agree as follows:

1. The term of this Agreement shall be from January 1, 2021 through December 31, 2021, subject to termination as provided in paragraph 6.

2. For the term of this Agreement, Bloomington shall provide the following services. Due to the COVID-19 pandemic, Bloomington will provide in-person or virtual inspections as provided for in Minnesota Department of Health and Center for Disease Control guidelines:

- a. Food establishment inspections and code enforcement as necessary.
  - i. "High risk" food service establishments (license types I and II) and schools will be inspected a minimum of two (2) times per year.
  - ii. "Medium risk" food establishments required to have a certified food manager (license type III) will be inspected two (2) times per year.
  - iii. "Medium risk" food establishments not required to have a certified food manager (license type IV) and "Low risk" (license type V) food establishments will be inspected one (1) time per year.

- b. Plan check and preopening construction inspections for new and remodeled food, lodging, therapeutic massage and body art establishments.
  - c. All public swimming pools inspected at least once (1) per year with a goal of two (2) inspections per year. This is in addition to an opening inspection of all outdoor public pools at the beginning of the summer swimming season.
  - d. All lodging establishments inspected at least once (1) per year.
  - e. All therapeutic massage and body art establishments inspected at least once (1) per year.
  - f. Investigation and resolution of complaints associated with food, lodging, therapeutic massage and body art establishments and public swimming pools.
3. Bloomington shall have control over the manner in which the inspections, plan review and code enforcement activities are conducted and over the determination of what enforcement action is appropriate and consistent with Richfield City Code Sections 617, 618, 619, 630 and 1188, and other applicable policies and ordinances as established by Richfield.
4. Bloomington shall assume the expense of performing the inspections and code enforcement.
5. In 2021, Richfield shall pay Bloomington the sum of ONE HUNDRED FORTY SIX THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$146,500.00) for services provided pursuant to this Agreement. One-half of this amount shall be due on June 30, 2021, and the remainder shall be due on November 30, 2021.
6. Either party may terminate this Agreement as follows:
- a. Upon the expiration of ninety (90) days after service of written notice upon the other party; or
  - b. At any time, upon mutual agreement of the parties.
7. In the event of a termination prior to December 31, 2021, a monthly prorata reduction of the compensation owed by Richfield to Bloomington shall occur which reflects the period remaining on the Agreement at the time of termination.
8. To the fullest extent allowed by law, Bloomington agrees to defend, indemnify and hold harmless Richfield, and its officers, officials, agents and employees from and against all claims,

actions, damages, losses and expenses arising out of or resulting from Bloomington's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or to the 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 Bloomington, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitators on liability with respect to claims made by third parties.

9. To the fullest extent allowed by law, Richfield agrees to defend, indemnify and hold harmless Bloomington, and its officers, officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Richfield's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or to the 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 Richfield, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitators on liability with respect to claims made by third parties.

10. Bloomington shall carry municipal liability insurance in the amount of at least \$500,000 per individual and \$1,500,000 per occurrence. Bloomington shall carry property damage liability insurance in the amount of \$100,000. Richfield shall be named as an additional insured on Bloomington's municipal liability policy and a certificate of said insurance shall be provided to Richfield upon request. Bloomington shall carry Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to Richfield upon request.

11. Any employee assigned by Bloomington to perform its obligations hereunder shall remain the exclusive employee of Bloomington for all purposes including, but not limited to, wages, salary and employee benefits.

12. In addition to the services listed in Paragraph 2 above, Bloomington shall, upon request, also provide for and on behalf of Richfield elevated blood lead case management and enforcement. Such services shall be paid for by Richfield at the hourly rate of \$62.00 per hour plus the direct cost

of all laboratory sample analysis, and said hourly rate shall be separate from, and in addition to, the payment provided for by Paragraph 5 of this Agreement. All other provisions of this Agreement shall remain applicable with respect to the lead assessment services being provided.

13. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the persons employed by Bloomington as the agent, representative or employee of Richfield for any purpose or in any manner whatsoever. Bloomington is to be and shall remain an independent contractor with respect to all services performed under this contract. Bloomington represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of Bloomington or other persons, while engaged in the performance of any work or services required by Richfield under this contract, shall not be considered employees of Richfield. Any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Bloomington 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 Bloomington, its officers, officials, agents, or employees shall in no way be the responsibility of Richfield. Bloomington shall defend, indemnify and hold Richfield, its guests, invitees, members, officers, officials, agents, volunteers, representatives and/or subcontractors harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Bloomington personnel and other persons working on its behalf shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from Richfield, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensations, Unemployment Compensation, disability, severance pay and PERA.

14. The books, records, documents, and accounting procedures of Bloomington relevant to this Agreement, are subject to examination by Richfield and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subd. 5.

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

16. Bloomington and Richfield agree to comply with the Americans with Disabilities Act (ADA) including all applicable provisions of Title II – Public Services and in accordance with 28 C.F.R. Part 35 Subpart B – Section 35.130 of the US Department of Justice Regulations, Section 504 of the Rehabilitation Act of 1973 (Section 504), and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Bloomington agrees to hold harmless and indemnify Richfield 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 Bloomington. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. Bloomington agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities. Richfield has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by 28 C.F.R. Part 35 Subpart B - Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

17. Bloomington and Richfield 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 Conflict Resolution Center, 2101 Hennepin Avenue South; Suite 100, Minneapolis, Minnesota, 55405. The parties shall decide whether mediation will be binding or non-binding. If the parties cannot reach agreement, mediation will be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statutes of limitations.

18. Both parties agree to comply with all applicable state, federal and local laws, rules and regulations.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF BLOOMINGTON, MINNESOTA

DATED: August 21, 2020 | 1:20 PM CDT BY: *James D. Verbrugge*  
46BAC1F15829469...  
Its City Manager

Reviewed and approved by the City Attorney.

DocuSigned by:  
*Melissa Manderschied*  
5664A00FA896406...  
City Attorney

CITY OF RICHFIELD, MINNESOTA

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Its Mayor

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
Its City Manager



**STAFF REPORT NO. 101**  
**CITY COUNCIL MEETING**  
**9/8/2020**

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

DEPARTMENT DIRECTOR REVIEW: Jay Henthorne, Director of Public Safety/Chief of Police  
8/31/2020

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/1/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department to participate in the Joint Community Police Partnership (JCPP) program from March 16, 2020 through December 31, 2023.**

**EXECUTIVE SUMMARY:**

Hennepin County has presented an agreement on behalf of the Hennepin County Human Services and Public Health Department to furnish a JCPP Community Liaison. The mission of the JCPP is to enhance communication and understanding between law enforcement and multicultural residents of these cities. The JCPP includes training of officers regarding diverse cultures, community engagement, and community outreach by community liaisons embedded in the police department. The goal of the JCPP is to alleviate conflict in culturally diverse communities by working directly with community members and law enforcement. The agreement is a continuation of the 2019 agreement and is for the period of March 16, 2020 to December 31, 2023.

**RECOMMENDED ACTION:**

**By motion: Approve an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The Richfield Police Department has, in the past, hired a Police Cadet with the funding supplied by Hennepin County. Beginning in 2020 there will be no funding available to hire a Cadet or CSO. The City of Richfield Police Department will now be responsible for 30% of the cost of JCPP Community Liaison.

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

- Hennepin County notified the City that they wished to renew the contract with the City of Richfield.
- The Public Safety/Police Department wishes to renew the contract with Hennepin County for the Joint Community Police Partnership program.

**C. CRITICAL TIMING ISSUES:**

The agreement must be signed for the Joint Community Police Partnership program to continue.

**D. FINANCIAL IMPACT:**

The total cost of this agreement shall not exceed \$26,758.20 to paid by The City of Richfield Police Department to Hennepin County Human Services and Public Health Department in accordance with the terms of the agreement. Future amounts will be determined at a later date.

**E. LEGAL CONSIDERATION:**

There are no legal considerations.

**ALTERNATIVE RECOMMENDATION(S):**

The Council may choose to not approve the contract; however, the Police Department would then discontinue the JCPP program.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ Agreement	Contract/Agreement

## **COOPERATIVE AGREEMENT FOR JOINT COMMUNITY POLICE PARTNERSHIP**

This agreement (the “Agreement”) is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 (“COUNTY”), on behalf of the Hennepin County Human Services Department (“HSPHD”), and City of Richfield (“CITY”), 6700 Portland Avenue South, Richfield, Minnesota 55423 through its Police Department, (“PD”). The parties to this Agreement may also be referred to individually as “Party” or collectively as “Parties”.

The Parties agree as follows:

### **1. TERM OF THE AGREEMENT**

The term of the Agreement shall be from March 16, 2020, through December 31, 2023, unless terminated earlier in accordance with the Cancellation provision of this Agreement.

### **2. PROJECT/PROGRAM DEFINITION, PURPOSE**

The Joint Community Police Partnership (JCPP) is a collaborative effort of the cities of Richfield, Hopkins, Bloomington, Brooklyn Park, Brooklyn Center, Crystal and Hennepin County. The mission of the JCPP is to enhance communication and understanding between law enforcement and multicultural residents of these cities. The JCPP includes training of officers regarding diverse cultures, community engagement, and community outreach by community liaisons embedded in police departments. The goal of the JCPP is to alleviate conflict in culturally diverse communities by working directly with community members and law enforcement.

As part of its collaboration with JCPP, PD will provide police community outreach. PD will participate in outreach activities including community dialogues, culturally specific community events, New American Academies and Youth/Teen Academies.

### **3. FUNDING/PAYMENT**

- A. PD will provide funding, via its approved budget, for 30% of the salary and benefits of an HSPHD Senior Planning Analyst FTE not to exceed Thirty Thousand Five Hundred Eighty-Seven Dollars and Ten Cents (\$30,587.10) for the period March 16, 2020 through December 31, 2020. Future not to exceed amounts to be determined at a later date.
- B. The Senior Planning Analyst will be hired, employed, and equipped by HSPHD and participate in supervision and training by HSPHD in accordance with local, state and federal regulations.
- C. HSPHD shall, within thirty (30) calendar days following the last day of each quarter, submit an invoice to PD for 30% of the cost of one position assigned to the program.
- D. PD will make payment within thirty-five (35) days from receipt of the invoice. If the invoice is incorrect, defective, or otherwise improper, PD will notify HSPHD within ten (10) days of

receiving the incorrect invoice. Upon receiving the corrected invoice from HSPHD, PD will make payment within thirty-five (35) days.

**4. DUTIES OF HSPHD**

A Senior Planning Analyst will:

- A. Meet regularly with police personnel to address community concerns;
- B. Organize community forums and workshops;
- C. Develop and organize community engagement initiatives;
- D. Organize and facilitate training for police and community; and
- E. Facilitate the Multicultural Advisory Committee (MAC).

**5. DUTIES OF PD**

PD shall provide HSPHD with work space including, work surfaces, desk chairs, guest chairs, access to conference rooms, interview rooms, lavatories, and break room facilities, telephone, fax service, and use of copy machine.

**6. LIABILITY/INDEMNIFICATION/DUTY TO NOTIFY**

- A. Each Party shall be liable for its own acts and the results thereof to the extent provided by law, and shall defend, indemnify, and hold harmless the other Party (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the indemnifying Party, anyone directly or indirectly employed by it and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Each Party's liability shall be governed by the provisions of Minnesota Statutes, chapter 466 and other applicable law.
- B. Under no circumstances shall a Party be required to pay on behalf of itself and the other Party, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for the Parties may not be added together to determine the maximum amount of liability for any Party.
- C. Duty to Notify: Each Party shall promptly notify the other Parties of any claim, action, cause of action or litigation brought against the notifying Party, its present and former officials, officers, agents, employees, volunteers, and subcontractors which arises out of the services described in this Agreement and shall also notify the other Parties whenever there is a reasonable basis for believing that the notifying Party, its present and former officials, officers, agents, employees, volunteers or subcontractors, and one or more of the other Parties, might become the subject of a claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising outof/or related to the services described in this Agreement.

## 7. INSURANCE

Each Party warrants that it has purchased insurance or has established and funded a self-insurance program.

## 8. WORKERS' COMPENSATION

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are performing activities pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

## 9. INDEPENDENT PARTY

- A. It is understood that the relationship between all Parties constitutes only the understandings set forth in this Agreement
- B. It is further agreed that, notwithstanding any other formal, written agreements or contracts which may exist between COUNTY and PD, nothing is intended or should be construed in any manner as creating or establishing the relationship of partners between the Parties hereto or as constituting PD as the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. PD is to be and shall remain an independent contractor with respect to all services performed under this Agreement. COUNTY shall not be responsible for any claims related to or on behalf of any of PD's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176), or claims of discrimination arising out of state, local, or federal law, against a Party, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

## 10. NONDISCRIMINATION

Each Party agrees that it shall not exclude any person from full employment rights or participation in, or the benefits of, any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable federal or state laws against discrimination shall be otherwise subjected to discrimination.

## 11. NO THIRD PARTY

Except as herein specifically provided, no other person, customer, employee, or invitee of

COUNTY or PD or any other third party shall be deemed to be a third-party beneficiary of any of the provisions herein.

## **12. DATA PRIVACY**

Each Party and their respective officers, agents, owners, partners, employees, volunteers and subcontractors, shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy, confidentiality, disclosure of medical records or other health and enrollment information, and as any of the same may be amended. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

## **13. PROGRAM STATISTICAL INFORMATION**

Each Party agrees to maintain such statistical records relating to services as shall be necessary, appropriate, and convenient for the proper administration of this Agreement.

## **14. MERGER, MODIFICATION AND SEVERABILITY**

- A. The entire Agreement is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. Any alterations, variations, or modifications of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties. Except as expressly provided, the substantive legal terms contained in the Agreement including but not limited to Liability/Indemnification/Duty to Notify; Insurance; Workers' Compensation; Merger, Modification and Severability; Cancellation and Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- C. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.
- D. PD and COUNTY are each bound by thier own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other Party.

## **15. CANCELLATION**

- A. This Agreement may be canceled with or without cause by either Party upon thirty (30) days written notice.
- B. If HSPHD has reason to believe that the safety or well-being of Senior Planning Analyst may be endangered by actions of PD, its agents, and/or employees, HSPHD may terminate the Agreement immediately.

**16. NOTICES**

Any notice or demand which must be given or made by a Party hereto under the terms of this Agreement or any statute, rule, regulation or ordinance shall be in writing, and shall be sent via registered or certified mail. Notice to HSPHD shall be sent to COUNTY Administration at the address listed in the opening paragraph of this Agreement, with a copy to HSPHD as described below. Notice to PD shall be sent to one of the following addresses:

PD  
 Jay Henthorne  
 Richfield Police Department  
 6700 Portland Avenue South  
 Richfield, MN 55423

HSPHD  
 Monique Drier-Sutton  
 Professional Services Supervisor  
 Hennepin County  
 6125 Shingle Creek Parkway  
 Brooklyn Center, MN 55430

**17. MARKETING AND PROMOTIONAL LITERATURE**

PD agrees that the terms, “Hennepin County” and “Human Services and Public Health Department”, or any derivative thereof, shall not be utilized in any promotional literature or advertisements of any type without the express prior written consent of COUNTY.

**18. MINNESOTA LAWS GOVERN**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

**19. SURVIVAL OF PROVISIONS**

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: LIABILITY/INDEMNIFICATION/DUTY TO NOTIFY; INSURANCE; WORKERS’ COMPENSATION; INDEPENDENT PARTIES; DATA PRIVACY; MERGER, MODIFICATION AND SEVERABILITY; MARKETING AND PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

**HENNEPIN COUNTY ADMINISTRATOR APPROVAL  
COOPERATIVE AGREEMENT**

The Parties hereto agree to be bound by the provisions set forth in this Agreement.

Reviewed for COUNTY by the  
County Attorney's Office

\_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

By: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

Reviewed by

By: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by

By: \_\_\_\_\_  
Assistant County Administrator

Date: \_\_\_\_\_

CITY:

By: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Manager \_\_\_\_\_

Date: \_\_\_\_\_



**STAFF REPORT NO. 102**  
**CITY COUNCIL MEETING**  
**9/8/2020**

REPORT PREPARED BY: Scott Kulzer, Administrative Aide/Analyst

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director/City Engineer  
8/27/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/1/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the adoption of the City of Richfield Water Supply Plan.**

**EXECUTIVE SUMMARY:**

The city's current Water Supply Plan was adopted in 2009 and requires updating every ten years. It is mandated by the Minnesota Department of Natural Resources and is intended to provide a comprehensive improvement program to meet the near-term and ultimate water supply needs for the City of Richfield, based on the city's anticipated land use plan. Specific objectives are as follows:

- Revise the existing and proposed trunk water main system in accordance with present planning.
- Determine the ultimate water demands expected within the city and production capacity and storage required to meet these demands.
- Hydraulically analyze the existing and ultimate system to identify weaknesses and propose solutions to ensure adequate operating and residual pressures.
- Determine near-term supply and storage needs in order to allow sufficient lead time for the addition of facilities to the system.
- Optimize supply, treatment, storage and distribution combinations to develop an economical and energy-efficient water system.
- Develop preliminary cost estimates for supply, storage and distribution to form a basis for a suitable financing program.
- Determine the feasibility of making emergency connections to neighboring water systems.

This plan was developed by the city and engineering firm Short Elliot Hendrickson, Inc., (SEH) and has been reviewed by Metropolitan Council Environmental Services and approved by the Minnesota Department of Natural Resources. The approval of this ten-year plan keeps our annual appropriation permit through the Minnesota Department of Natural Resources in good standing and allows Richfield Water Utility to be in compliance with their regulations.

**RECOMMENDED ACTION:**

**By Motion: Adopt the City of Richfield Water Supply Plan as approved by the Minnesota Department of Natural Resources.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

See executive summary.

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

- The Richfield Water Utility operates under the rules and regulations established by the Minnesota Department of Health and Minnesota Department of Natural Resources.
- To be in compliance with the Minnesota Department of Natural Resources, the city is required to implement this Water Supply Plan.

C. **CRITICAL TIMING ISSUES:**

The proposed Water Supply Plan must be approved by the City Council prior to implementation.

D. **FINANCIAL IMPACT:**

- City Council adoption of the plan has no impact on the city's finances.
- The capital improvements that are identified in the plan will be reviewed as part of the annual budget preparation process.

E. **LEGAL CONSIDERATION:**

None

**ALTERNATIVE RECOMMENDATION(S):**

None

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
□ DNR Approval Letter	Exhibit



**Ecological and Water Resources**

**1200 Warner Road  
St. Paul, MN 55106**

August 19, 2020

Russ Lupkes, Utility Superintendent  
City of Richfield  
1901 East 66<sup>th</sup> Street  
Richfield, MN 55423

**RE: Water Supply Plan Approval, City of Richfield Appropriation Permit No. 1962-0691**

Dear Mr. Lupkes:

In accordance with Minnesota Statutes, Section 103G.291, Subdivision 3, and on behalf of the Commissioner of the DNR, I hereby **approve your Water Supply Plan that was submitted to the DNR on August 18, 2020.**

Please complete the following action items to complete the water supply planning process:

*Certificate of Adoption*

We encourage the City of Richfield to complete the attached "Certification of Adoption" form. Please upload the form to MPARS as an attachment as soon as the City officially adopts the Plan.

*DNR and Metropolitan Council Comments*

Attached to this letter is a copy of a Water Supply Plan review checklist containing comments by both the DNR and the Metropolitan Council. These comments should be used to improve the management of the City of Richfield water supply system and improve the next City of Richfield Water Supply Plan.

*The Metropolitan Council has requested that the following comments be sent to City of Richfield.*

- The City of Richfield's water supply fulfills the minimum water supply requirements for the comprehensive plan, and the Council commends the City of Richfield for its commitment to sustainable water supply planning.
- Table 12 (Section 1.F) notes the repair/replacement/expansion/addition of an emergency water connection. Table 16 also describes interconnections with other water supply systems in an emergency. In Table 12, please clarify more specifically what action will be taken, or else add information to Table 13 about the emergency water interconnection.
- Although it is optional to complete the information in Section 4.D., acknowledging the presence of Bloomington's Drinking Water Supply Management Area may highlight the added value of Richfield's source water protection activities. Existing source water protection activities (and those being developed in the WHPP update) support Richfield's goal to protect the groundwater supply from contamination, as reported in the 2018-2022 Capital Improvement Budget and Plan and in the 2040 comprehensive plan update.
- If changes are made to this water supply plan resulting from the DNR's review of the plan, or from changes during the full comprehensive plan update – such as changes to forecasts - the City of Richfield will need to provide the Metropolitan Council and DNR with the updated information.
- Within 30 days following the adoption of the City of Richfield Local Comprehensive Plan, of which this local water supply plan is a part, please adopt and submit copies of the local controls identified in the water supply plan to the Metropolitan Council, as required by Minnesota Statutes 473.865.
- If your city has any question about the Council's review comments or process, please feel free to contact Ali Elhassan at (651) 602-1066 or Lanya Ross at (651) 602-1803.

### *Monitoring*

The DNR is pleased to see that City of Richfield has listed the construction of a water level observation well in Appendix 2 as stated in the DNR Groundwater Technical Review (Attached).

In addition, the City of Richfield is required to measure the water elevations in their production wells on a monthly basis, and collect hourly water levels using the SCADA system. Please submit the water level information to the DNR on an annual basis along with your water use report.

When the City of Richfield installs a new SCADA System, the SCADA System should be configured

to measure and collect multiple daily water level measurements that can be downloaded into an Excel Spreadsheet. The DNR request that the monthly water level information be submitted to the DNR at: [region3s\\_waterdata.dnr@state.mn.us](mailto:region3s_waterdata.dnr@state.mn.us) using the [Ground Water Level Monitoring Spreadsheet](#) (available on the [DNR Water Appropriations webpage](#)) on an annual basis.

Thank you for your efforts in planning for the future of the City of Richfield water supply and for conserving the water resources of the State of Minnesota. If you have any questions or need additional assistance with the City's water appropriation permit, please contact me at (651) 259 - 5877.

Sincerely,



Joe Richter  
District Appropriations Hydrologist  
Minnesota Department of Natural Resources  
[joe.richter@state.mn.us](mailto:joe.richter@state.mn.us)

CC: Sara Mielke, DNR Groundwater Hydrologist  
Katie Rodriguez, City of Richfield  
Raya Esmaeili, Metropolitan Council Reviews Coordinator  
Ali Elhassan, Metropolitan Council  
Carmelita Nelson, DNR Water Supply Plan Coordinator  
Jeanne Daniels, EWR South District Manager  
Lucas Youngsma, EWR Area Hydrologist

*Equal Opportunity Employer*



**STAFF REPORT NO. 103**  
**CITY COUNCIL MEETING**  
**9/8/2020**

REPORT PREPARED BY: Melissa Poehlman, Asst. Community Development Director

DEPARTMENT DIRECTOR REVIEW: John Stark, Community Development Director  
 9/2/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
 9/2/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of the first reading of an ordinance amendment to the Richfield City Code Appendix D (Fee Schedule) related to planning and zoning fees and schedule a public hearing and second reading for September 22, 2020.**

**EXECUTIVE SUMMARY:**

City staff conducts an annual review to determine whether its fees for permits and services are appropriate. Among other criteria, the intent of the review is to determine whether the costs of issuance for fees and permits reflect the staff time and costs related to performing the services associated with those fees. At the same time, staff tries to ensure that costs for City services are in line with our peer communities and are not excessive or onerous.

Fees related to building permits, zoning, and other land use permits are established by Appendix D of the City's Code. Staff is recommending the following changes to the fees and permits included in this section.

**Zoning Letter:**

Current: \$50  
 Proposed: \$65

Revised to account for approximately two hours of staff time.

**Plat:**

Current: Preliminary Plat \$500, Final Plat \$250  
 Proposed: Combined Preliminary/Final Plat \$775

Revised to reflect actual legal and staff time costs associated with review of plat documents.

**RECOMMENDED ACTION:**

**By motion: Approve a first reading of an ordinance amendment to Richfield City Code Appendix D (Fee Schedule) related to planning and zoning fees and schedule a public hearing and second reading for September 22, 2020.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

None

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

- State Statutes require municipal fees and permits to be determined in accordance with actual staff time and costs that are incurred in providing related services.
- City staff has determined that the fees in question should be modified in order to better reflect actual time and costs incurred.

C. **CRITICAL TIMING ISSUES:**

If approved, a second reading and public hearing related to this ordinance amendment would occur on September 22, 2020.

D. **FINANCIAL IMPACT:**

- City staff has determined that current fees for some applications are insufficient to cover the costs related to processing those applications.
- Staff also reviews similar fees in our "peer communities" to ensure that Richfield's fees are not onerous or excessive. With the proposed changes, Richfield's fees remain in line with these peer communities.

E. **LEGAL CONSIDERATION:**

Notice of the public hearing shall be published in the *Sun Current*, as required.

**ALTERNATIVE RECOMMENDATION(S):**

- Approve the first reading of the ordinance with changes.
- Reject the proposed ordinance.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

N/A

**ATTACHMENTS:**

	Description	Type
▣	Ordinance	Ordinance

**BILL NO.  
TRANSITORY ORDINANCE NO.**

**AN ORDINANCE AMENDING APPENDIX D  
TO THE RICHFIELD CITY CODE; ESTABLISHING A FEE SCHEDULE  
FOR CERTAIN PERMITS AND APPLICATIONS**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1. Background

- 1.01 Appendix D to the Richfield City Code consists of the schedule of fees adopted by the City Council, including those adopted by resolution and those adopted by Ordinance.
- 1.02 Minnesota Statutes, Section 462.353 requires that certain fees be adopted by Ordinance. The City Council has previously established certain fees by Transitory Ordinance No. 19.11. The City Council has established other fees by resolution, which resolution is also part of Appendix D.
- 1.03 The City Council has determined the need to update the schedule of fees under Transitory Ordinance No. 19.11.

Section 2. Fee Schedule Adopted

- 2.01 The fees set forth in the attached Exhibit A are hereby adopted by Ordinance.
- 2.02 The fees adopted at Section 2.01 of this Ordinance shall be amended only by Ordinance. Any fees established by resolution, other than those adopted at Section 2.01 of this Ordinance, may be amended from time to time by resolution of the City Council.

Section 3. Effective date; codification.

- 3.01 This Ordinance is effective in accordance with Section 3.09 of the City Charter.
- 3.02 A copy of this Ordinance shall be included in Appendix D to the Richfield City Code, immediately prior to the resolution establishing fees.
- 3.03 This Ordinance supersedes Transitory Ordinance No. 19.11.

Adopted by the City Council of the City of Richfield, Minnesota this 22nd day of September 2020

---

Maria Regan Gonzalez, Mayor

ATTEST:

---

Elizabeth VanHoose, City Clerk

**EXHIBIT A**  
**CONSTRUCTION AND RELATED PERMIT FEES AND CHARGES**

A. Investigation Fees: Work without a Permit:

Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The minimum investigation fee shall be the same as the minimum fee set forth in Section 2. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

B. Permit fee refunds:

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permitted not later than 180 days after the date of fee payment.

Type of Permit or License	Section Requiring	Description	Fee
		(a) Inspections outside of normal business hours (minimum charge - two hours)	\$60.00 per hour
		(b) Reinspection fees (minimum charge \$35.00)	\$60.00per hour
		(c) Inspections for which no fee is specifically indicated (minimum charge - one-half hour)	\$60.00 per hour
		(d) Additional plan review required by changes, additions or revision to plans (minimum charge - two hours)	\$60.00 per hour
		(e) Fee to reissue building inspection record card	\$35.00

\*Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved.

(1) Building Permits	400.03— 400.09	\$1 to \$500 (includes one inspection)	\$40.00
		Each additional inspection	\$40.00
		\$501 to \$2,000	\$26.25 for the first \$500 plus \$3.50 each additional \$100, or fraction thereof, to and including \$2,000 with a minimum fee of \$40.00.
		\$2,001 to \$25,000	\$77.25 for the first \$2,000 plus \$15.50 for each additional \$1,000, or fraction thereof, to and including \$25,000.
		\$25,001 to \$50,000	\$436.50 for the first \$25,000 plus \$11.25 for each additional \$1,000, or fraction thereof, to and including \$50,000.
		\$50,001 to \$100,000	\$716.75 for the first \$50,000 plus \$7.75 for each additional \$1,000, or fraction thereof, to and including \$100,000.
		\$100,001 to \$500,000	\$1,106.25 for the first \$100,000 plus \$6.25 for each additional \$1,000, or fraction thereof, to and including \$500,000.
		\$500,001 to \$1,000,000	\$3,599.25 for the first \$500,000 plus \$5.25 for each additional \$1,000, or fraction thereof, to and including \$1,000,000.

		1,000,001 and up	\$6,242.50 for the first \$1,000,000 plus \$4.25 for each additional \$1,000, or fraction thereof.
(2) Driveway, Parking Area Permits	515.05	(no permit fee for sidewalks)	\$40.00
(3) Swimming	420.00	Permanent or portable pools are based on building permit fees with a minimum of	\$40.00
(4) Plan Review Fee	400.03— 400.09	35% of building permit fee for one and two family dwelling basement remodels	
		65% of building permit fee for all other building permits, except no fee for the following:	
		(a) Existing single family dwelling minor nonstructural alterations.	
		(b) Single and two family dwelling repair and maintenance work.	
		(c) Commercial and industrial repair and maintenance work not exceeding \$1,000 or where plans are not required.	
Plan review fee for similar buildings		Maximum 25% of permit fee based on Minnesota State Building Code 1300.0160	
(5) Contractors License Verification Fee		Charged once each time a contractor applies for permit(s)	\$5.00
(6) Moving-Buildings	845	Moving Permit Fee	\$50.00
(7) Structure Demolition	400.00— 400.09	(a) Commercial Demolition cost as per Building Permit Schedule with a minimum of	\$50.00
		(b) Dwelling One or two story Residential - Garage and lesser structure	\$50.00 \$40.00

(8) Plumbing Permit	400.03— 400.09	Residential Minimum Fee 2% of Total Job cost with a minimum of (includes one inspection)	\$40.00
		Each additional inspection	\$40.00
(9) Plumbing Permit	400.03— 400.09	Commercial/Industrial/Multi-family Based on Total Job cost 2% of Estimated Job cost with a minimum of(includes one inspection)	\$45.00
		Each additional inspection	\$40.00
(10) Electrical Permit	400.03— 400.09	Residential (a) Minimum Fee which includes one inspection	\$40.00
		(b) Each additional Inspection	\$40.00
		(c) Complete Wiring Fee: Single Family Dwelling and each dwelling unit of a two family dwelling and includes not more than three inspections.	\$165.00
		(d) New Service - up to 200 amps	\$100.00
		(e) Temporary Service - (for construction)	\$45.00
		(f) Sub Panel	\$55.00
		(g) Installation, addition alteration, or repair of each circuit or feeder	\$8.00
		(h) Swimming pool or exterior hot tub	\$55.00
(11) Electrical Permit Commercial	400.03— 400.09	Commercial, Industrial and multiple dwellings(more than two units) and Technology systems: Minimum Fee which includes one inspection	\$45.00
		Each additional inspection	\$40.00

		(a) Based on total job cost - 2% of estimated job cost with a minimum of - Over \$50,000 - Fee/ \$1,000.00 plus 1% of cost over \$50,000.00	\$45.00
		(b) Traffic Signals: Per Intersection	\$185.00
		(c) Fire Alarm: Based on ¼% of cost of electrical job to customer with a minimum of	\$45.00
		(d) Carnivals, festivals and similar events plus \$35.00 for each service on generator	\$110.00
(12) Electrical Permit Signs	400.03—400.09	Based on 2% of cost of electrical job to customer with a minimum of (separate electrical permit required for signs)	\$45.00
(13) Solar Photovoltaic System Rating*		0—5,000 watts	\$60.00
		5,001—10,000 watts	\$100.00
		10,001—20,000 watts	\$150.00
		20,001—30,000 watts	\$200.00
		30,001—40,000 watts	\$250.00
		40,001 and over	\$250.00 and \$10.00 for each additional watts over 40,000 watts
(14) Residential Heating, Ventilating, Air Conditioning and Refrigeration	400.03—400.09	Central Systems and Additions, Alterations and Repairs 1½% estimated cost with a minimum of (Includes one inspection)	\$40.00
		Each additional inspection	\$40.00
Commercial Heating,		Central Systems and Additions, Alterations and Repairs 1½% estimated cost with a	\$45.00

Ventilating, Air Conditioning and Refrigeration		minimum of	
(15) Sign Installation	415.01— 415.11	(a) Temporary sign permit (b) Permanent sign (any size) Building permit is required for sign support structures fees based on building permit fee schedule	\$40.00 \$100.00
(16) Temporary Certificate of Occupancy	400	A temporary Certificate of Occupancy may be issued before completion of the entire work covered by the permit, provided the Chief Building Official deems that the building is safe to occupy	\$200.00 Plus a letter of credit or cash escrow equal to 125% of the remaining City Code requirements

#### ZONING, LAND USE AND RELATED CHARGES

Type of Permit or License	Section Requiring	Description	Fee
(1) Planned Unit Development	542	(a) \$1,000 plus \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$5,000.00
		(b) Major PUD Plan Amendment - \$1,000 plus \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$5,000.00
		(c) Minor PUD Plan Amendment	\$400.00
(2) Site Plan Review	547	(a) \$500 plus \$5/\$1,000 of project value (construction cost) to a maximum fee of	\$3,500.00
		(b) Major amendment - \$500 plus \$5/\$1,000 of project value (construction cost) to a maximum fee of	\$3,500.00
		(c) Minor amendment	\$350.00
(3) Variance	547	Residential	\$350.00

		Non Residential	\$500.00
Variance Appeal		Residential and Non Residential	\$350.00
(4) Conditional Use Permit	547	(a) \$500 + \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$3,500.00
		(b) Major amendment - \$500 + \$5/\$1,000 of project value (construction cost) up to a maximum fee of	\$3,500.00
		(c) Minor amendment	\$350.00
(5) Interim Use Permit	547	\$500 plus \$100/year monitoring fee up to a maximum fee of	\$1,000.00
(6) *Zoning District or Code Text Change	547		\$1,000.00
(7) *Subdivision Approval	500.01— 500.05		\$500.00
Subdivision Waiver	500.05- Subd. 2		\$350.00
(8) Street/Easement Vacation	820/State Statute		\$500.00
(9) Appeal to Board of Adj. & Appeals	547		\$350.00
(10) Special Request to City Council			\$350.00
(11) Zoning Compliance Letter			<del>\$50.00</del> <u>\$65.00</u>
(12) Comprehensive Plan Amend.			\$1,000.00
(13) Plats*	500	Preliminary/ <u>Final</u> Plat	<del>\$500.00</del> <u>\$775.00</u>

		Final Plat	\$250.00
(14) Sketch Plan Review			\$350.00
(15) Extension		Extension of a Land Use Approval (rezoning, site plan approval, conditional use permit, variance, etc.) beyond its original approval period	\$250.00
(16) Escrow Administration Fee			\$50.00
*Any additional expenses incurred by the City in the course of processing a request will be charged to the applicant.			

#### FIRE SERVICES FEES

Type of Permit or License	Section Requiring	Description	Fee
(6) Fire Extinguishing System Permit		Based on Building Permit fee schedule with a minimum of: Plan review fee: 65% of building permit fee, except no fee for the following: (a) no charge for valuation of \$1,000 or less	\$50.00
(7) Fire Alarm Systems		Based on Building Permit fee schedule with a minimum of: Plan review fee: 65% of building permit fee, except no fee for the following: (a) No charge for valuation of \$1,000 or less	\$50.00
(8) Flammable or Combustible Liquid or Gas Storage Tanks and Piping		Tanks (installation or modification)	\$150.00
		Installation or alteration of piping Each unit or dispenser	\$50.00

		Underground Tank Removal	\$100.00/Tank
--	--	--------------------------	---------------

MISCELLANEOUS FEES

Type of Permit or License	Section Requiring	Description	Fee
(3) Antenna Commercial Wireless Telecommunication Service (CWTS)	425 & 544	(a) CWTS antenna permit application fee	\$100.00
		(b) Antenna permit fee for additional antennas added to an existing antenna location or replacement of existing antennas at a location	\$35.00

(Bill No. 2018-17)



**STAFF REPORT NO. 104**  
**CITY COUNCIL MEETING**  
**9/8/2020**

REPORT PREPARED BY: Mike Petersen, Assistant Utilities Superintendent

DEPARTMENT DIRECTOR REVIEW: Kristin Asher, Public Works Director/City Engineer  
9/2/2020

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/2/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider acceptance of the bid tabulation and award the Water Treatment Plant Solids Holding Tank Mixing System project contract to Magney Construction, Inc., in the amount of \$63,150.00 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration, as authorized by the City Charter.**

**EXECUTIVE SUMMARY:**

The sludge mixing system is vital to the production of Richfield's water. Through the lime softening process solids are generated that need to be processed and disposed of. The sludge mixing system keeps solids suspended prior to treatment to allow for proper dewatering and economic disposal.

The existing sludge mixing system has been in place since the early 2000's. It consists of submersible pumps that require a lot of maintenance and pose a safety risk while removing them from the open sludge tank. The new system will consist of a top mounted propeller style mixer that will significantly improve maintenance while also improving operational flexibility.

**RECOMMENDED ACTION:**

**By Motion: Accept the bid tabulation and award the Water Treatment Plant Solids Holding Tank Mixing System project contract to Magney Construction, Inc., in the amount of \$63,150.00 and authorize the City Manager to approve contract changes up to \$175,000 without further City Council consideration, as authorized by the City Charter.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

See executive summary.

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

Solids handling is a major system in the lime softening process and is vital to producing high quality water. Solids handling is managed through a permit with the Minnesota Department of Agriculture.

C. **CRITICAL TIMING ISSUES:**

- The existing solids holding tank mixing system requires constant maintenance at a high cost and

poses a safety risk while removing the submersible mixers.

- The sludge handling system will have to be taken offline while work is completed. This is best done during the fall/winter due to lower water demand.

**D. FINANCIAL IMPACT:**

- The solids holding mixing tank system has been included in the city's capital improvement plan and the financing is included in the department's 2020 capital improvement budget.
- Bids were opened and read aloud on August 25 at 2pm in the Bartholomew Room at City Hall. A total of two (2) bids were received with the lowest responsive and responsible bidder being Magney Construction, Inc., at \$63,150.00.
- The engineers estimate for the project was \$79,800.

**E. LEGAL CONSIDERATION:**

The advertisement for bids was published in the Bloomington-Richfield Sun Current on August 6, 13, & 20.

**ALTERNATIVE RECOMMENDATION(S):**

None.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

	Description	Type
☐	Bid Tabulation	Backup Material
☐	Recommendation of Award	Backup Material



Building a Better World  
for All of Us®

# BIDS RECEIVED

**Solids Holding Tank Mixing System**  
**City of Richfield, Minnesota**  
**Project Manager: Brad Weiss, PE (Lic. MN)**

**SEH No. RICHF 154642 64.20**

**Bid Date: 2:00 p.m. CST, Tuesday, August 25, 2020**

**Page 1**

Bidder	Addendum 1	Addendum 2	Addendum 3	5% Bid Bond	Bid Amount
Magney Construction, Inc. Chanhassen, MN	X	X	X	X	\$63,150.00
Municipal Builders, Inc. Andover, MN	X	X	X	X	\$64,339.00

x:\ptr\richf\154642\6-bid-const\bitding docs\bids received.docx



Building a Better World  
for All of Us®

August 31, 2020

RE: City of Richfield, Minnesota  
Solids Holding Tank Mixing System  
SEH No. RICHF 154642

Michael Petersen, PE, Assistant Utility Superintendent  
City of Richfield  
6700 Portland Avenue  
Richfield, MN 55423

Dear Mr. Petersen,

At 2:00p.m., Tuesday, August 25, 2020, two (2) bids were opened and read aloud for the above-referenced project. The low bid was \$63,150.00 and the high bid was \$64,339.00. All bids are shown in the table below. The low bid was submitted by Magney Construction, Inc., of Chanhassen, MN.

Contractor	Bid Price
1 Magney Construction, Inc..	\$63,150.00
2 Municipal Builders, Inc.	\$64339.00

**Discussion of the Bid Received**

In reliance on our experience with Magney Construction, Inc., conversations with their project manager, and the materials and information provided with their bid, we have determined that they have a sufficient understanding of the project and equipment to perform the construction for which they bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

**Discussion of the Bids Received**

The convention for municipal bidding is that the lowest responsive, responsible bidder is normally awarded the project. With the absence of any contrary information, Magney Construction, Inc. appears to be the lowest responsive, responsible bidder. Accordingly, if the City wishes to award this project to the low bidder, the project should then be awarded to Magney Construction, Inc. in the amount of \$63,150.00.

Sincerely,

Brad J. Weiss, PE  
Project Engineer

dmk

c: Russ Lupkes, City of Richfield  
Karen Cavett, SEH



**STAFF REPORT NO. 105**  
**CITY COUNCIL MEETING**  
**9/8/2020**

REPORT PREPARED BY: Amy Markle, Recreation Services Director

DEPARTMENT DIRECTOR REVIEW: Amy Markle, Recreation Services Director

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/1/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of the second reading of an ordinance that includes requirements for all persons using designated off-leash dog area(s) in City of Richfield Parks that includes a slight modification to rule one.**

**EXECUTIVE SUMMARY:**

The community is excited for the development of an off-leash dog area within the City of Richfield Park system. Roosevelt Park has been approved as the location and various site prep and project planning has occurred. Before construction can begin, an amendment to the Richfield code of ordinances is needed to support the safety of park guests and dogs.

City staff has studied other off-leash dog area rules and ordinances and has met numerous times to collaboratively develop a specific ordinance that would create a safe space to both dog owners and dogs to recreate. The new ordinance will be displayed at the off-leash park entrance as "park rules", and will be used for safety, education and enforcement when needed.

The ordinance includes both rules for the off-leash dog area and liability for the amenity.

Staff made a slight modification to the first rule of the ordinance since the first reading. It now states that all dogs that visit an off-leash dog area need to be registered and licensed with the City of Richfield. This will allow for more people to have access to the park than how it was stated before. This will insure that all dogs are up-to-date with all vaccinations that use the facility and that we will be able to efficiently track any dogs if any issues should arise.

**RECOMMENDED ACTION:**

**By Motion: Approve second reading of the ordinance that includes requirements for all persons using designated off-leash dog area(s) in City of Richfield Parks with the included modification to rule one of the ordinance.**

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

- Richfield residents have communicated that they would like a dog park within the city for several years. We have received specific feedback from the community at our park system master plan open houses pertaining to the desire for a dog park and know it will be well supported.
- City Staff and WSB Engineers have thoroughly examined several potential sites for the dog park including both Taft and Donaldson Parks, but for many reasons such as poor soils and feedback from adjacent neighbors, park facility layout, park lighting, limited budget, they have been determined as non-desirable or non-feasible choices for the site selection.
- Roosevelt Park has been carefully studied and recommended by City Staff and the Community Services Commission as the best choice for a new dog park (CSC approved the recommendation on 2/18/2020).
- City Council approved Roosevelt Park for the location of an off-leash dog area to be developed.
- Prep work has been done for the project and now city staff are ready to start the construction.
- There is currently no city ordinance(s) supporting the needed requirements for an off-leash dog area.

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

- This ordinance will be effective in accordance with Section 3.09 of the City Charter.
- Chapter IX of the Richfield Code of Ordinances will be amended to add a new subsection 905.43, Off-Leash Dog Area(s).

**C. CRITICAL TIMING ISSUES:**

The off-leash dog area at Roosevelt Park will need to begin construction in late September for it to be completed before the ground starts to freeze. The ordinance that supports the new park feature needs to be approved before the park can open.

**D. FINANCIAL IMPACT:**

The \$80,000 budget for the off leash dog area at Roosevelt Park was previously approved in 2019 and has been set aside for use when construction can begin. Additionally, approximately \$5,000 has been raised through the Richfield Round-up for Recreation campaign at the municipal liquor stores.

**E. LEGAL CONSIDERATION:**

In order to safely manage an off-leash dog area, the City Code must be updated to provide for rules and regulations for such a facility.

**ALTERNATIVE RECOMMENDATION(S):**

The City Council could postpone the approval of the second reading of the ordinance to a future City Council meeting and build the dog park at a later date.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
□ Off-leash Dog Areas Code of Ordinances	Cover Memo

**BILL NO. \_\_\_\_\_**  
**AN ORDINANCE AMENDING CHAPTER IX OF THE**  
**RICHFIELD CODE OF ORDINANCES PERTAINING TO**  
**OFF-LEASH DOG AREAS**

**THE CITY OF RICHFIELD DOES ORDAIN:**

Section 1. Chapter IX of the Richfield Code of Ordinances is amended to add a new subsection 905.43 as follows:

905.43. - Off-leash dog area(s).

**Subdivision 1.** General Rules for Off-Leash Dog Areas. To enter and use designated off-leash dog areas in the City, all persons must comply with the following requirements:

1. Dog owners required to obtain a license pursuant to subsection 905.03 shall have obtained such a license. All dogs must display license tags at all times pursuant to subsection 905.03, subd. 1.
2. All dogs must have received a current rabies vaccination pursuant to subsection 905.03, subd. 1.
3. Dogs under four months old and females in estrus (or "in heat") are not allowed in off-leash dog areas.
4. Children under 14 years of age may not enter off-leash dog areas without a parent or guardian.
5. Dog handlers may enter off-leash dog areas with a maximum of three dogs.
6. All dogs must be restrained on a leash prior to entering and upon exiting off-leash dog areas.
7. Dog handlers must maintain a leash for each of their dogs in their possession and available for quick use at all times.
8. All dogs must have a dog collar on at all times.
9. Dog handlers shall supervise each of their dogs and ensure that each of their dogs are within their view at all times.
10. Dog handlers must maintain direct control of each of their dogs at all times.
11. All dog waste must be immediately and properly disposed of.
12. No private dog training is allowed in off-leash dog areas.
13. No food, dog treats, toys, or glass containers are allowed.
14. Any dog that exhibits aggressive behavior must be removed from the off-leash dog area immediately.
15. Off-leash dog areas designated for smaller dogs shall be limited to dogs that weigh 25 pounds or less and are no taller than 13" at the shoulder.
16. With the exception of wheelchairs or other assistive equipment used by people with disabilities, no bicycles, strollers, wheeled or motorized vehicles shall be allowed in off-leash areas.

17. No smoking or alcohol is allowed in off-leash areas.

**Subd. 2. Liability.** The use of all off-leash dog areas within the City is at the full discretion and risk of the dog owner or dog handler. All dog owners and handlers assume any liability for injury or damages caused by their dog(s). The City makes no guarantee, nor assumes any liability for, the physical condition of the off-leash dog areas, the behavior of any dog in the off-leash dog areas, or the vaccination history of any dog in the off-leash area.

**Section 2.** This ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted by the City of Richfield this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

**ATTEST:**

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 106**  
**CITY COUNCIL MEETING**  
**9/8/2020**

REPORT PREPARED BY: Blanca Martinez Gavina, Executive Analyst

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW:

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/2/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Second reading of an ordinance establishing a prevailing wage policy for city funded capital projects with estimated costs of \$300,000 or more.**

**EXECUTIVE SUMMARY:**

The City of Richfield is currently required to pay, or require contractors to pay, a prevailing wage for projects that are funded with state and federal revenue. The Richfield City Council provided direction at a work session on February 11, 2020 to expand the prevailing wage requirements to city funded capital projects to better support the City of Richfield's economy and enhance the local standard of living. The Council also supported staff's proposal to add contractual provisions to future development agreements to ensure compliance with labor laws and to display posters that provide support to human trafficking victims at every project work site.

It is in the public's best interest that developments and buildings constructed with financial assistance from the city be constructed and maintained by the best means and highest quality of labor reasonably available and that persons working on the buildings and developments be compensated according to the real value of the services they perform and that wages of laborers, workers and mechanics on developments and buildings financially assisted by public funds be comparable to wages paid for similar work in the community as a whole.

Currently, fair wages contractual provisions are part of an upcoming Contract for Private Development with 6345 Partners, LLC which will include provisions such as:

- Construction and ongoing operation of the project must comply with all local, state and federal labor laws.
- The Certificate of Completion will be provided upon evidence that all contractors, subcontractors and laborers have been paid.
- If the Developer fails to comply with labor laws, they will be in default of the Contract.
- If they are in default, the HRA can delay issuance of the tax increment, reduce the amount of the TIF by 20% or terminate the Contract.

Additionally, contractors will be asked to display information to bring awareness to labor trafficking and wage

theft practices on large scale project work sites.

## **RECOMMENDED ACTION:**

**Approve the second reading of an ordinance establishing a prevailing wage policy for city funded projects with estimated costs of \$300,000 or more.**

## **BASIS OF RECOMMENDATION:**

### **A. HISTORICAL CONTEXT**

During a work session on February 11th, 2020, City Council reviewed the following staff recommendations:

#### ***Prevailing Wage***

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration or repair (including painting and decorating) of public buildings or public works.

**Costs** to the city are medium-high due to the need for oversight, implementation and ongoing enforcement. The research was inconsistent making it difficult to predict the increase cost if any in future contracts and the administrative costs of enforcement.

**Limitations** include increased costs and lack of staff expertise to enforce the prevailing wage requirements. Based on initial research, Director Asher recommended including a prevailing wage requirement for any project over \$300,000. Though the starting point of \$300,000 seems reasonable to expand a prevailing wage requirement for projects that are not already required, the initial range should consider costs of implementation and ongoing enforcement.

#### ***Redevelopment contractual obligation to follow labor laws***

Development Agreements can be written to include:

- a developer commitment to comply with all federal, state and local labor laws;
- a requirement that the developer provide documentation of proper payment to all contractors, subcontractors and project laborers prior to the issuance of a Certificate of Compliance, and;
- an acknowledgement that failure to comply with the above points would result in a default of the development agreement and could result in a penalty (such as non-issuance of TIF Note, or, if the TIF Note has already been issued, delaying, reducing and/or ceasing TIF Note payments).

**Costs** to the City are medium to high as the HRA could incur legal costs in concluding developer is in default of contract and/or in withholding funds;

**Limitations** include:

- Developer may be unaware of all subcontractors and suppliers;
- Staff does not have the capacity to conduct site visits to determine if there are workers who are excluded from the list;
- May set an unrealistic expectation that staff is monitoring and blame assigned to staff if not followed.
- Language would only be valid until a Certificate of Completion were issued once all contractual obligations have been met (usually within 18 months of conclusion of construction).

#### ***Protection from labor trafficking***

Many cities around the country, including the neighboring city of Minneapolis, are passing ordinances aimed to protect laborers from labor exploitation by contractors and subcontractors.

Labor trafficking is defined as “the severe form of trafficking in persons,” and “the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**Costs** are minimal as there are only additional requirements for contractors to post signs in construction zones.

**Limitations** are the lack of resources to investigate labor and human trafficking cases. Cities around the country are increasing labor and human trafficking public awareness by providing signs in establishments, city projects and other venues. The signs alert employees and patrons to remedies and protections related to labor and human trafficking.

City Council agreed with the starting prevailing wage at \$300,000 as long as that the set amount be revisited in the future as the ordinance is implemented. The City Council Members also agreed to move forward with the redevelopment contractual agreements and the posting of anti-human trafficking posters at all construction sites.

City Council recommended the staff recommendations to move forward and review future projects. They also instructed for staff to work with directors to ensure that the ordinance changes are reflected in their respective departments.

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

Prevailing wage, contractual provisions and labor trafficking protections aligns with the City of Richfield's objective to "Cultivate a healthy local economic environment that values the city's small businesses and promotes living wage jobs."

**C. CRITICAL TIMING ISSUES:**

Consider options to make progress on a 2020 City Goal. The redevelopment agreement for the Henley II project is the first to incorporate the fair labor contractual provisions.

**D. FINANCIAL IMPACT:**

Financial impact will have to be determined on a case by case basis.

**E. LEGAL CONSIDERATION:**

Staff have worked with City Attorney Tietjen on the ordinance language and provisions.

**ALTERNATIVE RECOMMENDATION(S):**

The City Council could reject or modify recommended options to implement additional prevailing wage requirements, redevelopment contractual obligations provisions and increased labor trafficking awareness.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
▣ Ordinance 09-08-2020	Ordinance

AN ORDINANCE ESTABLISHING A PREVAILING WAGE POLICY FOR CITY  
FUNDED PROJECTS WITH ESTIMATED COSTS OF \$300,000 OR MORE

THE CITY OF RICHFIELD DOES ORDAIN:

**Section I. The Richfield Code of Ordinances is amended by adding the following new Section:**

**SECTION 435. PREVAILING WAGE REGULATIONS**

**435.01. - Purpose.**

It is in the public interest that developments and buildings constructed with financial assistance from the city be constructed and maintained by the best means and highest quality of labor reasonably available and that persons working on the buildings and developments be compensated according to the real value of the services they perform and that wages of laborers, workers and mechanics on developments and buildings financially assisted by public funds be comparable to wages paid for similar work in the community as a whole.

**435.03. - Definitions.**

**Subdivision I.** The following definitions apply in this Section:

- (a) "Basic Hourly Rate" means the hourly wage paid to any employee.
  - (b) "Prevailing Wage Rate" shall have the meaning contained in Minn. Stat. §177.42, Subd. 6, as determined for the area including the City of Richfield by the Minnesota Department of Labor and Industry.
  - (c) "Apprentice" means a person employed and registered in a bona fide apprenticeship program registered with the U.S. Department of Labor or with a state apprenticeship agency. "Apprentice" shall also include a person in the first 90 days of probationary employment as an apprentice who is not registered in the program but who has been certified by the U.S. Bureau of Apprenticeship and Training or a state apprenticeship agency or council to be eligible for probationary employment as an apprentice.
  - (d) "Project" means erection, construction, reconstruction, remodeling, demolition, or routine maintenance of City streets, utilities, storm water infrastructure, buildings or parks where the estimated cost of the work exceeds \$300,000 and the City of Richfield (City) or the Richfield Housing and Redevelopment Authority (HRA) lets the work under contract and the project is financed in whole by City or HRA funds. This includes projects where the City or HRA has received funds previously from another source and uses such funds for the Project.
- "Project" shall not include contracts for the purchase, rental, repair, or maintenance of motor vehicles or other equipment or personal property. Contracts involving the insertion of public funds, such as tax increment financing, shall not be considered a Project unless the City or HRA is a direct party to the contract.

(e) "Laborer, Mechanic" means all persons utilized, employed, or working on a Project who are doing work usually done by mechanics and laborers, including proprietors, partners, and members of cooperatives.

#### **435.05. - Wage and Hours for City and HRA Projects.**

**Subdivision 1.** Any contract for a Project with an estimated total cost of over \$300,000 shall contain a stipulation that no laborer, mechanic, or apprentice employed directly upon the Project work site by the contractor or any subcontractor shall be permitted or required to work at a rate of pay less than the Prevailing Wage Rate.

**Subd. 2.** The prevailing wage rates, prevailing hour of labor and hourly basic rates of pay shall be set forth specifically in the contract. All contracts for Projects must include applicable schedules of prevailing wage rates. Schedules of applicable prevailing wage rates shall be present on all Project job sites and shall either be posted on the site or be on the person of any supervisor in charge of the job site.

**Subd. 3.** Upon request of the City or HRA, any contractor or subcontractor working on a Project shall furnish the City or HRA with a copy of all payrolls relating to the Project. Such payroll reports shall be submitted on U.S. Department of Labor Standard Forms or their equivalent to the employee of the City or HRA in charge of supervising contract performance. Payroll so submitted shall include the classification of each employee and shall set out accurately and completely all the information required to be maintained under 29 C.F.R. part 5, section 5.5(a)(3)(i).

**Subd. 4.** No contractor or subcontractor working on a Project shall evade or attempt to evade the provision of this Section through the use of non-recognized training programs. The only employees involved in training programs that shall be allowed to work on Projects covered by this Section shall be Apprentices.

#### **435.07. - Applicability.**

This Section shall not apply to contracts for projects estimated to cost less than \$300,000; nor to employees who do no more than deliver materials to the work site. This Section shall apply to employees who deliver asphalt, concrete, or mineral aggregate such as sand, gravel, or stone where such material is incorporated into the Project by depositing the material substantially in place, either directly or through spreaders, from the transporting vehicle.

#### **435.09. - Violations and Penalties.**

**Subdivision 1.** The contractor shall be the responsible party to ensure the payment of prevailing wages by the contractor or by any subcontractor employed by or performing work as a part of a Project.

**Subd. 2.** A contractor or any subcontractor who violates the prevailing wage provisions of a contract shall be liable directly to the underpaid laborer or mechanic for the unpaid wages. A contractor or subcontractor, by agreeing to perform work on a Project, agrees that laborers or mechanics have such a cause of action against the contractor or subcontractor.

**Subd. 3.** Failure to pay prevailing wages may result in, but is not limited to: contract payment delay, cancellation of the contract, non-issuance of a tax increment financing note, or delay, reduction, or cessation of tax increment note payments.

**Subd. 4.** Upon receipt by the City or HRA of a written complaint alleging a violation of this

Section or on the initiative of the City or HRA, the City or HRA may refer the complaint to the Minnesota Department of Labor and Industry to determine whether there has been a violation of this Section. If the Minnesota Department of Labor and Industry declines to conduct an investigation, the City or HRA may elect, in its own discretion, to either investigate the matter or refer it to an independent investigator. The City, HRA, and the Minnesota Department of Labor and Industry shall have the right to interview, during working hours, any employees, whether employees of the contractor or any subcontractor.

**Subd. 5.** Any person violating this Section shall be guilty of a misdemeanor with each day of violation constituting a separate offense.

**Section 2.**

This ordinance will be effective in accordance with Section 3.09 of the City Charter.

Adopted by the City of Richfield this 08 day of September, 2020.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

**ATTEST:**

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk



**STAFF REPORT NO. 107**  
**CITY COUNCIL MEETING**  
**9/8/2020**

REPORT PREPARED BY: Krista Guzman, HR Manager  
DEPARTMENT DIRECTOR REVIEW: Pam Dmytrenko, Asst City Manager  
OTHER DEPARTMENT REVIEW:  
CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/2/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider adoption of a resolution designating the City's contribution towards health, dental, term life, and disability insurance premiums for 2021 for General Services, Management, Fire and all Police bargaining units.**

**In addition, adopt the attached resolution authorizing the City Manager to enter into a three-year agreement with Madison National Life/ Ochs Company for long-term disability insurance benefits.**

**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 2021 benefit renewal was at 12%. However, with the permanent elimination of the ACA tax and Richfield's positive movement within the bands, the City's 2021 renewal decreased to 3.86%.

The 2021 dental rates were increased by \$0.25 for employee, \$0.50 for employee and spouse/children and \$0.50 for family with additional coverage added to the plan. The City self-insures its dental coverage. Life insurance rates will remain the same as the 2020 contract year.

Pursuant to State law, cities must advertise for bids for long term disability (LTD) coverage at least once every five years. In June/July, 2020, the City of Richfield, through its agent, NFP (a division of Marsh USA, Inc.) advertised for bids and solicited proposals from nine carriers for LTD coverage. After reviewing the quotes submitted with the assistance of NFP, it is apparent that Madison National Life/Ochs Company options offer the lowest bid and will provide the level of benefits requested in the proposal. The City's current long term disability provider, CIGNA, extended beyond its three year contract and kept the rates the same for 2020 but is unable to remain competitive for 2021. This rate cap will expire December 31, 2020. The City's current contract will be canceled effective December 31, 2020. City Council action on this matter is requested on September 8, 2020 to ensure a smooth transition into the January 1, 2021 contract with Madison National/ Ochs Company.

Police and Fire bargaining units have adopted parameters mirroring the City's benefit plans for Management and General Services employees. Local 49 bargaining unit members have not yet negotiated a 2021 contract, but have agreed in the past to adopt the same benefit plans offered to general services and management employees and thus adopt a similar provision in their respective contract.

**RECOMMENDED ACTION:**

**By motion: Adopt a resolution designating the City's contribution toward health, dental, term life, and long term disability insurance premiums for 2021 for General Services, Management, and all Fire and Police bargaining units.**

**Additionally, adopt the attached resolution authorizing the City Manager to enter into a three-year agreement with Madison National Life/ Ochs Company for long-term disability insurance benefits.**

**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 2021, the City will continue to 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. Staff propose splitting the 3.86% insurance premium increase equally between employees and the City for all other coverage tiers. Thus, the City's maximum contribution would be \$1,341 per month for the employee plus spouse and employee plus child(ren) tiers and \$1,475 per month for the family coverage tier. The proposed 2021 City contributions would result in an increase to dependent health insurance by \$29 per month for employee plus spouse and employee plus child(ren) coverage and by \$36 per month for family coverage.

The 2021 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 2021 City contributions will increase to a maximum of \$866.57 per month for all plan tiers. 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 2020, the City contributed \$60.00 per month per employee for the total cost of employee (not dependent) coverage. For 2021, the City's contribution will increase to \$60.25 per month per employee. Employees who desire family coverage must pay the full cost of such additional premium, which will be \$65.25 per month for 2021 – a twenty-five cent increase from 2020. 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 \$1.54 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. Madison National/Ochs has submitted a proposal for a premium rate of \$0.18 per \$100 of covered payroll for a three-year period. With a "hardening" of the insurance market and the past experience of the Richfield group, it would seem to be prudent to secure a three-year contract at the very competitive rates offered. The City's current rate is \$0.21 per \$100 of covered payroll. The annual savings to the City will be approximately \$4,552.

#### **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, 2020. Payroll deductions for January 2021 insurance payments - the beginning of the new insurance period - are calculated in December.
- Premiums for all coverages should be determined at the September 8, 2020 City Council meeting in order for staff to be adequately prepared for open enrollment, scheduled to begin in October 2020.

#### **D. FINANCIAL IMPACT:**

- The funding necessary to provide for the recommended City premium contributions are accounted for in the 2021 Budget and the preliminary 2021 tax levy.
- 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 all Police and Fire bargaining units.

#### **ALTERNATIVE RECOMMENDATION(S):**

- The Council may decide to adjust the City's contribution to dependent health insurance by an amount

other than the proposed increase per month.

- The Council may take no action which would maintain the City's contribution towards insurance premiums at the current 2020 funding level but that would shift 100% of the increase to the employee contribution, which would be 3.86% of the total premium.
- Defer discussion to another date.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

	Description	Type
□	2021 Insurance Resolution	Resolution Letter
□	Attachment 1	Exhibit

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION DESIGNATING CITY'S CONTRIBUTION  
TOWARD HEALTH, DENTAL, TERM LIFE, AND DISABILITY INSURANCE  
PREMIUM FOR GENERAL SERVICES, MANAGEMENT, AND FIRE AND POLICE BARGAINING  
UNIT 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, Fire and Police bargaining agreement 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, Fire and Police bargaining agreement employees and their dependents; and

**WHEREAS**, a group long-term disability program is available to full-time City General Services, Management, Fire and Police bargaining agreement employees; and

**WHEREAS**, the City Council is required to determine by resolution the City's contribution toward the premium for employee group insurance coverages and approve agreements for long term disability services offered to employees.

**NOW, THEREFORE, BE IT RESOLVED** that the City shall contribute a maximum of \$1,471 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 Fire and Police bargaining unit employees, the City shall also pay the \$60.25 monthly premium for the offered dental insurance plan, and the \$1.54 monthly premium for the term life and accidental death and dismemberment insurance plan, for a total possible maximum 2021 insurance premium contribution of \$1,532.79 per month. The City shall contribute 75% of the single health care premium for part-time regular employees and a maximum of \$866.57 per month towards dependent coverage. Such contributions shall be for coverage effective January 1, 2021.

**BE IT FURTHER RESOLVED** that the City shall enter into an agreement with Madison National Life/ Ochs Company for a three-year period at a cost of \$0.18 per \$100 of covered payroll for an annual premium of \$27, 310.95. The City shall contribute the full cost of long-term disability insurance for full-time General Services, Management, Fire and Police bargaining unit 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 8<sup>th</sup> day of September 2020.

\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

\_\_\_\_\_  
Elizabeth VanHoose, City Clerk

**The City's Contribution Toward Dependent Health Insurance as a Percent of Total Premium Cost**

<u>YEAR</u>	<u>HEALTH PLAN</u>	<u>DEPENDENT PREMIUM COST</u>	<u>CITY CONTRIBUTION MGMT./GEN. SVCS</u>	<u>CITY AVERAGE % OF PREMIUM</u>
<b>2010</b>	<b>HealthPartners</b>			
	Open Access Choice			
	* Employee + Spouse	\$1418.74	\$855	60%
	* Employee + Children	\$1344.21	\$855	64%
	* Family	\$1755.49	\$905	52%
	Distinctions			
	* Employee + Spouse	\$1325.16	\$855	65%
	* Employee + Children	\$1251.93	\$855	68%
	* Family	\$1635.02	\$905	55%
	High Deductible HSA \$2500			
	* Employee + Spouse	\$ 934.16	\$855	92%
	* Employee + Children	\$ 882.55	\$855	97%
	* Family	\$1152.50	\$905	78%
<b>2011</b>	<b>HealthPartners</b>			
	Open Access Choice			
	* Employee + Spouse	\$1562.16	\$915	59%
	* Employee + Children	\$1480.10	\$915	62%
	* Family	\$1932.99	\$965	50%
	Distinctions			
	* Employee + Spouse	\$1459.12	\$915	63%
	* Employee + Children	\$1378.49	\$915	66%
	* Family	\$1800.32	\$965	54%
	High Deductible HSA \$2500			
	* Employee + Spouse	\$1032.52	\$915	89%
	* Employee + Children	\$ 975.48	\$915	94%
	* Family	\$1274.10	\$965	76%
<b>2012</b>	<b>Blue Cross Blue Shield</b>			
	Open Access Choice			
	* Employee + Spouse	\$1295.00	\$915	71%

* Employee +			
Children	\$1233.00	\$915	74%
* Family	\$1603.00	\$965	60%
Distinctions			
* Employee +			
Spouse	\$1144.50	\$915	80%
* Employee +			
Children	\$1089.50	\$915	84%
* Family	\$1416.50	\$965	68%
High Deductible HSA \$2500			
* Employee +			
Spouse	\$854.50	\$915	107%
* Employee +			
Children	\$814.00	\$915	112%
* Family	\$1058.00	\$965	91%

**2013 Blue Cross Blue Shield**

Distinctions			
* Employee +			
Spouse	\$1242.00	\$950	76%
* Employee +			
Children	\$1182.00	\$950	80%
* Family	\$1537.00	\$1000	65%
High Deductible HSA \$2500			
* Employee +			
Spouse	\$927.00	\$950	102%
* Employee +			
Children	\$883.00	\$950	108%
* Family	\$1148.00	\$1000	87%

**2014 Blue Cross Blue Shield**

Distinctions			
* Employee +			
Spouse	\$1407.00	\$990	70%
* Employee +			
Children	\$1339.00	\$990	74%
* Family	\$1741.50	\$1040	60%
High Deductible HSA \$2500			
* Employee +			
Spouse	\$1050.50	\$990	94%
* Employee +			
Children	\$1000.50	\$990	99%
* Family	\$1300.50	\$1040	80%

**2015 Blue Cross Blue Shield**

Distinctions			
* Employee +			
Spouse	\$1555.74	\$1045	67%
* Employee +			
Children	\$1480.74	\$1045	71%
* Family	\$1925.74	\$1100	57%
High Deductible HSA \$2600			
* Employee +			
Spouse	\$1160.74	\$1045	90%

* Employee +			
Children	\$1105.74	\$1045	95%
* Family	\$1436.74	\$1100	77%

**2016 Blue Cross Blue Shield**

Distinctions

* Employee +			
Spouse	\$1734.50	\$1135	65%
* Employee +			
Children	\$1651.00	\$1135	69%
* Family	\$2147.00	\$1215	57%

High Deductible HSA \$2600

* Employee +			
Spouse	\$1294.00	\$1135	88%
* Employee +			
Children	\$1233.00	\$1135	92%
* Family	\$1602.00	\$1215	76%

High Deductible HSA \$4000

* Employee +			
Spouse	\$1182.50	\$1135	96%
* Employee +			
Children	\$1126.00	\$1135	101%
* Family	\$1463.50	\$1215	83%

**2017 HealthPartners**

High Deductible HSA \$2600

* Employee +			
Spouse	\$1218.00	\$1135	93%
* Employee +			
Children	\$1160.00	\$1135	98%
* Family	\$1507.50	\$1215	81%

High Deductible HSA \$4000

* Employee +			
Spouse	\$1113.00	\$1135	102%
* Employee +			
Children	\$1060.00	\$1135	107%
* Family	\$1378.00	\$1215	88%

**2018 HealthPartners**

High Deductible HSA \$2700

* Employee +			
Spouse	\$1315.00	\$1195	91%
* Employee +			
Children	\$1252.50	\$1195	95%
* Family	\$1628.00	\$1290	79%

High Deductible HSA \$4000

* Employee +			
Spouse	\$1213.50	\$1195	98%
* Employee +			
Children	\$1155.50	\$1195	103%
* Family	\$1502.00	\$1290	86%

<b>2019</b>	<b>HealthPartners</b>		
	High Deductible HSA \$2700		
	* Employee +		
	Spouse	\$1378.00	\$1227 89%
	* Employee +		
	Children	\$1312.50	\$1227 93%
	* Family	\$1706.50	\$1330 78%
	High Deductible HSA \$4000		
	* Employee +		
Spouse	\$1271.50	\$1227 97%	
* Employee +			
Children	\$1211.00	\$1227 101%	
* Family	\$1574.50	\$1330 84%	
<b>2020</b>	<b>HealthPartners</b>		
	High Deductible HSA \$2800		
	* Employee +		
	Spouse	\$1516.00	\$1312 87%
	* Employee +		
	Children	\$1444.00	\$1312 91%
	* Family	\$1887.00	\$1435 76%
	High Deductible HSA \$4000		
	* Employee +		
Spouse	\$1410.50	\$1312 93%	
* Employee +			
Children	\$1343.00	\$1312 98%	
* Family	\$1746.50	\$1435 82%	
<b>2021</b>	<b>HealthPartners</b>		
	High Deductible HSA \$2800		
	* Employee +		
	Spouse	\$1574.52	\$1341 85%
	* Employee +		
	Children	\$1499.74	\$1339 89%
	* Family	\$1959.84	\$1471 75%
	High Deductible HSA \$4000		
	* Employee +		
Spouse	\$1464.95	\$1339 91%	
* Employee +			
Children	\$1394.84	\$1338 96%	
* Family	\$1813.91	\$1469 81%	



**STAFF REPORT NO. 108**  
**CITY COUNCIL MEETING**  
**9/8/2020**

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

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

OTHER DEPARTMENT REVIEW: N/A

CITY MANAGER REVIEW: Katie Rodriguez, City Manager  
9/1/2020

**ITEM FOR COUNCIL CONSIDERATION:**

**Consider the approval of an agreement between the Hennepin County Human Services and Public Health Department, and the City of Richfield Police Department for an embedded Senior Social Worker.**

**EXECUTIVE SUMMARY:**

Hennepin County has presented an agreement on behalf of the Hennepin County Human Services and Public Health Department for a Mental Health Program in the Richfield Police Department.

Officers utilize their experience and training in crisis/conflict management, persuasion, de-escalation, mental health, and serving those with autism to safely resolve crisis incidents while ensuring the individual receives the necessary services and/or medical attention. Officers also routinely partner with Community Outreach for Psychiatric Emergencies (COPE) to assist with calls where a person is in crisis. COPE provides emergency intervention services 24 hours a day, 7 days per week, when an adult is experiencing an emotional crisis that threatens their personal safety.

Richfield Police Officers respond to a multitude of calls for service - typically around 40,000 calls per year. Notably, mental health-related calls for service have consistently increased over the past 4+ years. In 2019, officers responded to 310 incidents specifically involving a mental health crisis.

The Richfield Police Department is scheduled to implement an embedded social worker program in September 2020. Several other communities throughout Hennepin County already have similar programs in place. Through collaborative efforts, the embedded social worker program will help achieve numerous goals.

- More timely engagement of Senior Social Worker (SSW) with individuals
- Increased use of community resources to support individuals
- Increased use of public assistance programs
- Increased use of non-urgent health care systems
- Improved engagement of current service providers
- Ongoing collaboration and learning between Hennepin County Human Service and Public Health and police department
- Improving the quality of life for those who suffer from mental illness and have encounters with law enforcement
- Reducing use of force, injury or death to officers and community members

- Reducing rate of arrests/prosecution of persons in mental health crisis and increase the number of persons who remain in community settings with services and supports
- Creating cost-savings through reduction of (incarceration and hospitalization) 911 calls regarding mental health crisis
- Reducing repeat calls and visits to the same issue
- Improving efficiency of law enforcement response to emergency and non-emergency mental health issues
- Increasing public satisfaction with the response to mental health emergencies and other metrics developed during the pilot utilizing key stakeholder and community input

The comprehensive approach to mental illness will ensure community members receive the assistance/treatment they need.

**RECOMMENDED ACTION:**

**By motion: Approve an agreement between the Hennepin County Human Services and Public Health Department and the City of Richfield Police Department for implementing the Police Mental Health Program.**

**BASIS OF RECOMMENDATION:**

**A. HISTORICAL CONTEXT**

The Richfield Police Department would like to begin a Mental Health Program which would include an embedded Senior Social Worker assigned to Richfield and Edina.

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

The Richfield Public Safety/Police Department wishes to contract with Hennepin County for the Police Mental Health Program.

**C. CRITICAL TIMING ISSUES:**

The agreement must be signed for the Police Mental Health Program.

**D. FINANCIAL IMPACT:**

For the period September 1, 2020, through December 31, 2020, the not-to-exceed amount for each City will be \$10,000.00. For the period January 1, 2021, through December 31, 2021, the not-to-exceed amount for each City will be \$30,000.00. For the period January 1, 2022, through December 31, 2022, the not-to-exceed amount for each City will be \$30,000.00.

**E. LEGAL CONSIDERATION:**

This contract has been reviewed by the City Attorney

**ALTERNATIVE RECOMMENDATION(S):**

The Council may choose to not approve the contract; and therefore not allow the City of Richfield Police Department to partner with Hennepin County Human Services and Public Health Department and create a Police Mental Health Program

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

None

**ATTACHMENTS:**

Description	Type
☐ Agreement	Contract/Agreement

**COOPERATIVE AGREEMENT FOR POLICE MENTAL HEALTH PROGRAM**

This agreement (the “Agreement”) is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, Minneapolis, Minnesota 55487 (“COUNTY”), on behalf of the Hennepin County Human Services and Public Health Department (“HSPHD”), and City of Edina (“EDINA”) 4801 West 50<sup>th</sup> Street, Edina, Minnesota 55424, and City of Richfield (“RICHFIELD”) 6700 Portland Avenue, Richfield, Minnesota 55423. (EDINA and RICHFIELD alternately may be referred to individually as a “CITY” and collectively as the “CITIES”). The parties to this Agreement may also be referred to individually as “Party” and collectively as “Parties”.

WHEREAS, in 2018 the Edina Police Department (“EPD”) and Richfield Police Department (“RPD”) completed extensive research on the increase in mental health calls and traditional officer response to mental health emergencies. The research included an overview of best practices used to improve officer interactions with individuals experiencing mental health emergencies. This research specifically found opportunity to provide follow up care to prevent reoccurrences of emergency crises. Based on the research of other jurisdictions, a licensed clinician embedded with the police departments and shared between EPD and RPD is recommended; and

WHEREAS, the Parties desire to implement the above-stated recommendations.>

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Parties agree as follows:

**1. TERM OF THE AGREEMENT**

The term of the Agreement shall be from September 1, 2020, through December 31, 2022, unless terminated earlier in accordance with the Cancellation provision of this Agreement.

**2. FUNDING / PAYMENT**

- A. Funding is provided via the CITIES’ approved budgets. EDINA and RICHFIELD will each fund 30 percent of the annual cost for a mental health professional (Senior Social Worker).

For the period September 1, 2020, through December 31, 2020, the not-to-exceed amount for each City will be \$10,000.00. For the period January 1, 2021, through December 31, 2021, the not-to-exceed amount for each City will be \$30,000.00. For the period January 1, 2022, through December 31, 2022, the not-to-exceed amount for each City will be \$30,000.00.

- B. The Senior Social Worker (“SSW”) will be hired, employed, and equipped by HSPHD and participate in supervision and training by HSPHD in accordance

with local, state, federal, and professional licensure requirements.

- C. HSPHD shall within thirty (30) calendar days following the last day of each quarter submit an invoice to each CITY for 30% of the cost of one position assigned to the program.
- D. Each CITY will make payment within thirty-five (35) days from receipt of the invoice. If the invoice is incorrect, defective, or otherwise improper, CITY will notify HSPHD within ten (10) days of receiving the incorrect invoice. Upon receiving the corrected invoice from HSPHD, CITY will make payment within thirty-five (35) days.

### **3. DUTIES OF HSPHD**

- A. HSPHD shall assign one SSW who, along with a Social Work Unit Supervisor, will work with officers to develop and implement a Police-Mental Health Unit. The SSW will remain the responsibility of, and be provided supervision by, HSPHD. HSPHD staff will participate with CITIES in service delivery and program development as part of a team and will meet all standards for delivery of service according to professional licensure.
- B. HSPHD shall participate with CITIES in program design, management of resources, program evaluation, and data collection as collectively approved by supervisors of HSPHD and CITIES.
- C. A Planning Group comprised of representatives of each Party will develop and operationalize the pilot program and will be managed by police administration. Integration of mental health program design and service delivery elements with police response will be directed by HSPHD Adult Behavioral Health Program Manager. Social Work Unit Supervisor will provide direct supervision of the mental health professional/Senior Social Worker under this Agreement.
- D. A service description is outlined in EXHIBIT A: Description of Services, which is incorporated into and made part of this Agreement.

### **4. LIABILITY / INDEMNIFICATION / DUTY TO NOTIFY**

- A. Each Party shall be liable for its own acts and the results thereof to the extent provided by law, and shall defend, indemnify, and hold harmless the other Parties (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorneys' fees, resulting directly or indirectly from any act or omission of the indemnifying Party, anyone directly or indirectly employed by it and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its

obligations under this Agreement. Each Party's liability shall be governed by the provisions of Minnesota Statutes, chapter 466 and other applicable law.

- B. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party. For purposes of liability under this Agreement, the Parties are considered a single governmental unit pursuant to Minnesota Statutes section 471.59, subd. 1a(b).
- C. Duty to Notify: Each Party shall promptly notify the other Parties of any claim, action, cause of action or litigation brought against the notifying Party, its present and former officials, officers, agents, employees, volunteers, and subcontractors which arises out of the services described in this Agreement and shall also notify the other Parties whenever there is a reasonable basis for believing that the notifying Party, its present and former officials, officers, agents, employees, volunteers or subcontractors, and one or more of the other Parties, might become the subject of a claim, action, cause of action, administrative action, criminal arrest, criminal charge or litigation arising outof/or related to the services described in this Agreement.

**5. INSURANCE**

Each Party warrants that it has purchased insurance or has established and funded a self- insurance program. A Party may obtain copies of certificates of insurance upon request.

**6. WORKERS' COMPENSATION**

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are performing activities pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employees or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

**7. INDEPENDENT PARTY**

- A. It is understood that the relationship between all Parties constitutes only the understandings set forth in this Agreement
- B. It is further agreed that, notwithstanding any other formal, written agreements or contracts which may exist between COUNTY and a CITY, nothing is intended or

should be construed in any manner as creating or establishing the relationship of partners between the Parties hereto or as constituting a CITY as the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. Each CITY is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Each CITY will secure at its own expense all personnel required in performing services under this Agreement. Any personnel of a CITY or other persons while engaged in the performance of any work or services required by a CITY shall have no contractual relationship with COUNTY and will not be considered employees of COUNTY. COUNTY shall not be responsible for any claims related to or on behalf of any of a CITY's personnel, including without limitation, claims that arise out of employment or alleged employment under the Minnesota Unemployment Insurance Law (Minnesota Statutes Chapter 268) or the Minnesota Workers' Compensation Act (Minnesota Statutes Chapter 176), or claims of discrimination arising out of state, local, or federal law, against a CITY, its officers, agents, contractors, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

## **8. NONDISCRIMINATION**

Each Party agrees that it shall not exclude any person from full employment rights or participation in, or the benefits of, any program, service or activity on the grounds of any protected status or class including but not limited to race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable federal or state laws against discrimination shall be otherwise subjected to discrimination.

## **9. NO THIRD PARTY**

Except as herein specifically provided, no other person, customer, employee, or invitee of COUNTY or CITIES or any other third party shall be deemed to be a third-party beneficiary of any of the provisions herein.

## **10. DATA PRIVACY**

Each Party and their respective officers, agents, owners, partners, employees, volunteers and subcontractors, shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy, confidentiality, disclosure of medical records or other health and enrollment information, and as any of the same may be amended. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

## **11. PROGRAM STATISTICAL INFORMATION**

Each Party agrees to maintain such statistical records relating to services as shall be necessary, appropriate, and convenient for the proper administration of this Agreement.

## **12. MERGER, MODIFICATION, AND SEVERABILITY**

- A. The entire agreement between the Parties is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items are referenced or that are attached are incorporated and made part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
- B. CITIES and COUNTY are each bound by its own electronic signature(s) on this Agreement, and each agrees and accepts the electronic signature of the other Party.
- C. Any alterations, variations, or modifications of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties. Except as expressly provided, the substantive legal terms contained in the Agreement including but not limited to Liability / Indemnification / Duty to Notify; Insurance; Workers' Compensation; Merger, Modification and Severability; Cancellation or Minnesota Law Governs may not be altered, varied, modified or waived by any change order, implementation plan, scope of work, development specification or other development process or document.
- D. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.

## **13. CANCELLATION**

- A. This Agreement may be canceled with or without cause by any CITY as to that city, or by COUNTY, upon thirty (30) days written notice.
- B. If HSPHD has reason to believe that the safety or well-being of a SSW may be endangered by actions of a CITY, its agents, and/or employees, HSPHD may terminate the Agreement immediately.

## **14. SURVIVAL OF PROVISIONS**

Provisions that by their nature are intended to survive the term, cancellation or termination of this Agreement do survive such term, cancellation or termination. Such provisions include but are not limited to: INDEPENDENT PARTIES; LIABILITY / INDEMNIFICATION / DUTY TO NOTIFY; INSURANCE; WORKERS'

COMPENSATION; DATA PRIVACY; MARKETING AND PROMOTIONAL LITERATURE; and MINNESOTA LAW GOVERNS.

**15. NOTICES**

Any notice or demand which must be given or made by a Party hereto under the terms of this Agreement or any statute, rule, regulation or ordinance shall be in writing, and shall be sent via registered or certified mail. Notice to HSPHD shall be sent to COUNTY Administration at the address listed in the opening paragraph of this Agreement, with a copy to HSPHD as described below. Notice to a CITY shall be sent to one of the following addresses:

EDINA  
 Jeff Elasky  
 Deputy Chief  
 4801 West 50<sup>th</sup> Street  
 Edina, MiN 55424

RICHFIELD  
 Mike Flaherty  
 Deputy Chief  
 6700 Portland Avenue  
 Richfield, MN 55423

HSPHD  
 Leah Kaiser  
 Senior Department Administrator  
 Hennepin County  
 300 South 6<sup>th</sup> Street  
 Minneapolis, MN 55487

**16. MARKETING AND PROMOTIONAL LITERATURE**

CITIES agree that the terms, “Hennepin County”, “Human Services and Public Health Department”, or any derivatives thereof, shall not be utilized in any promotional literature or advertisements of any type without the express prior written consent of COUNTY.

**17. MINNESOTA LAWS GOVERN**

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the County of Hennepin, State of Minnesota. Litigation, however, in the federal courts involving the Parties will be in the appropriate federal court within the State of Minnesota.

*(The remainder of this page intentionally left blank.)*  
**HENNEPIN COUNTY ADMINISTRATOR APPROVAL  
RECEIVABLE AGREEMENT**

The Parties hereto agree to be bound by the provisions set forth in this Agreement.

Reviewed for COUNTY by the  
County Attorney's Office

\_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF HENNEPIN  
STATE OF MINNESOTA

By: \_\_\_\_\_  
County Administrator

Date: \_\_\_\_\_

Reviewed by

By: \_\_\_\_\_  
Director/Deputy County Administrator

Date: \_\_\_\_\_

CITY OF EDINA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF EDINA

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF RICHFIELD

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF RICHFIELD

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A: Description of Services

The CITIES and HSPHD staff will comprise a Police-Mental Health Unit.

### Roles and Responsibilities of Parties

- CITIES will provide office space and a desk for the Senior Social Worker (SSW).
- CITIES will work with the Social Work Unit Supervisor (SWUS) to establish criteria for referrals.
- CITIES will work with the SWUS to develop a referral process.
- CITIES will track referrals and repeat calls.
- CITIES will accompany the SSW to home visits as needed.
- HSPHD will be responsible for providing the SSW with equipment that is necessary for completing their work. This includes but is not limited to laptop computer, cell phone, and office supplies.
- The SSW will report directly to the HSPHD SWUS.
- HSPHD will be responsible for transportation/mileage expenses for the SSW. The SSW will be responsible following the HSPHD transportation/mileage reimbursement policies.
- The SSW will provide short-term assistance to clients in order to connect the individuals with internal and/or community resources to help meet their needs. Services will be provided in an ethical and culturally sensitive manner.
- After being assigned a case, the SSW will complete a file clearance of the various systems to determine if the individual is open to social services, county of financial responsibility, and public assistance programs.
- The SSW will meet the client, assess the client's needs, note formal and informal supports, and determine where gaps exist.
- The SSW will request or complete updated diagnostic assessments as needed.
- The initial assessment should include the risks to the safety and stability of the client as well as the client's ability to address such concerns. The SSW will also evaluate the need for emergency services and if needed will assist in making

**Exhibit A: Description of Services**

those connections.

- The SSW will work with the client to develop an initial plan that addresses gaps that exist in the client's support system and will work with the client to identify and connect with community resources. This plan will be signed by both the client and the SSW.
- The SSW will ensure that release of information forms are signed and that other paperwork is completed in a timely manner. No information will be shared with either CITY without a signed release.
- If community and/or county resources are needed, the SSW will collect information needed to determine eligibility for those services. The SSW will facilitate referrals to appropriate resources.
- The SSW will collaborate with other involved parties as indicated.
- If eligible for county operated or contracted case management services, the SSW will complete the necessary paperwork to transfer the client to case management.
- The SSW will document all activities and data as requested for tracking purposes.
- Client participation is voluntary, and the client has a right to refuse services.

**Goals of the Police-Mental Health Unit include, but are not limited to:**

- More timely engagement of SSW with individuals;
- Increased use of community resources to support individuals;
- Increased use of public assistance programs;
- Increased use of non-urgent health care systems;
- Improved engagement of current service providers;
- Ongoing collaboration and learning between HSPHD and Police Department;
- Improving the quality of life for those who suffer from mental illness and have encounters with law enforcement;

**Exhibit A: Description of Services**

- Reducing use of force, injury or death to officers and community members;
- Reducing rate of arrests/prosecution of persons in mental health crisis and increase the number of persons who remain in community settings with services and supports;
- Creating cost-savings through reduction of (incarceration and hospitalization) 911 calls regarding mental health crisis;
- Reducing repeat calls and visits for the same issue;
- Improving efficacy of law enforcement response to emergency and non-emergency mental health issues; and
- Increasing public satisfaction with the response to mental health emergencies and other metrics developed during the pilot utilizing key stakeholder and community input.



**STAFF REPORT NO. 109**  
**CITY COUNCIL MEETING**  
**9/8/2020**

REPORT PREPARED BY: Blanca Martinez Gavina

DEPARTMENT DIRECTOR REVIEW:

OTHER DEPARTMENT REVIEW: Executive Department

CITY MANAGER REVIEW: Katie Rodriguez  
9/3/2020

**ITEM FOR COUNCIL CONSIDERATION:**

The City Council passed a resolution enacted pursuant to Minnesota Statutes section 12.29 extending the period of a Mayor-declared local emergency at their meeting on March 18, 2020. At the same meeting City Council passed a motion to revisit the emergency declaration at a Council meeting in 6 months time.

**EXECUTIVE SUMMARY:**

Due to the evolving COVID-19 pandemic that is impacting our local community, state and country, Mayor Regan Gonzalez declared a state of local emergency on March 16, 2020 and the City Council extended the declared local emergency in order to protect the health, safety and welfare of the City and the community.

There has only been one City Manager executive order issued under the local emergency declaration, which allowed food establishments flexibility to establish outdoor dining. However, the City has needed to continually adjust how it deliver services, consistent with the intent of the local emergency declaration, in order to best follow federal, state and local public health guidance.

**RECOMMENDED ACTION:**

Staff recommend the local emergency declaration remain in place in order to best respond to the Covid-19 pandemic, which continues to be a fluid and evolving situation. City Council does not need to take formal action to continue the Mayor-declared local emergency.

City Council could direct staff to bring consideration of the Mayor-declared local emergency back to a future Council meeting after a specific time period, if desired.

**BASIS OF RECOMMENDATION:**

A. **HISTORICAL CONTEXT**

Please see Executive Summary.

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

Please see attached resolution passed at the March 18, 2020 City Council meeting.

C. **CRITICAL TIMING ISSUES:**

Please see attached resolution passed at the March 18, 2020 City Council meeting.

**D. FINANCIAL IMPACT:**

**E. LEGAL CONSIDERATION:**

The language of the resolution has been reviewed by City Attorney Mary Tietjen.

**ALTERNATIVE RECOMMENDATION(S):**

Council can choose to revisit the Mayor-declared local emergency after a specific time. Council can vote to end the Mayor declared local emergency.

**PRINCIPAL PARTIES EXPECTED AT MEETING:**

**ATTACHMENTS:**

Description	Type
▣ Resolution to COVID 19	Resolution Letter

**RESOLUTION NO. 11728**

**CITY OF RICHFIELD, MINNESOTA**

**A RESOLUTION ENACTED PURSUANT TO MINNESOTA STATUTES SECTION 12.29 EXTENDING THE PERIOD OF A MAYOR-DECLARED LOCAL EMERGENCY**

**WHEREAS**, the Mayor of the City of Richfield, Minnesota signed a proclamation that declared a local emergency that took effect in the City as of at 5:30 p.m. on March 16, 2020; and

**WHEREAS**, the City Council of the City of Richfield agrees with the mayor's determination and further finds that the local emergency will last for more than three days and that immediate action to respond to the local emergency is needed in order to protect the health, safety and welfare of the City and the community; and

**WHEREAS**, the Council finds that this emergency, which involves an outbreak of an infectious disease (COVID-19), is a highly fluid and evolving situation, and in the interest of the public health, a response or action may be needed that requires deviation from standard procedures for procuring goods and services; and

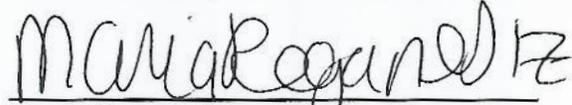
**WHEREAS**, Minnesota Statutes §§ 12.29 and 12.37 authorize the actions taken in this resolution and provide that emergency contracts and agreements are not subject to the normal purchasing and competitive bidding requirements because of the local emergency.

**NOW, THEREFORE, BE IT RESOLVED BY THE RICHFIELD CITY COUNCIL** as follows:

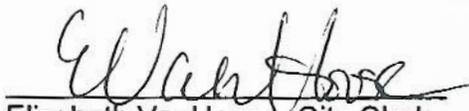
1. The Mayor's Declaration of a local emergency is continued in effect until further action of the City Council.
2. City staff is authorized to enter into agreements and contracts necessary for the procurement of materials, equipment, and services required to respond to the local emergency.
3. The Mayor and City Manager are authorized to execute any necessary agreements, contracts, and related documents regarding the local emergency necessary to implement corrective action relative to the local emergency to protect the health, safety and welfare of the City and the community.
4. City staff is authorized to take any appropriate action and to prepare any appropriate documents to facilitate the directives of the Council as set forth in this resolution.

5. The Mayor, City Manager, City staff, City attorney, and City consultants are authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this resolution.

Adopted by the City Council of the City of Richfield, Minnesota, this 18<sup>th</sup> day of March, 2020.

  
\_\_\_\_\_  
Maria Regan Gonzalez, Mayor

ATTEST:

  
\_\_\_\_\_  
Elizabeth VanHoose, City Clerk