



Board of Commissioners Agenda

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

September 19, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of September 19, 2023 is Presented for Approval** [2023-271](#)

Sponsors: County Manager's Office

Approve the agenda of September 19, 2023.

2. **Minutes from September 5, 2023 are Presented for Approval** [2023-287](#)

Sponsors: County Manager's Office

Approve the September 5, 2023 Minutes.

PROCLAMATION

3. **Proclamation: Healthy Aging** [2023-372](#)

Sponsors: Public Health

ADMINISTRATIVE ITEMS

4. **Donation from Ahvo Taipale to Ramsey County Parks & Recreation Department** [2023-394](#)

Sponsors: Parks & Recreation

Accept the donation of race timing building with an estimated value of \$13,500 from Ahvo Taipale to the Parks & Recreation department.

5. **County Attorney Report on 2022 Civil Asset Forfeiture Funds** [2023-406](#)

Sponsors: County Attorney's Office

Accept the County Attorney Report on Civil Asset Forfeitures - County Attorney 2022 Activity.

6. **Agreement with Madison National Life Insurance for Employee Long-Term and Short-Term Disability Insurance** [2023-379](#)

Sponsors: Human Resources

1. Approve the agreement with Madison National Life Insurance Co., Inc., 400 1241 John Q Hammons Drive, Madison, WI 53715 for employee long-term and short-term disability insurance for the period of September 20, 2023 through to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and execute amendments to the agreement in accordance with the county's procurement policies and procedures provided the amounts are within the limits of available funding.

7. Agreement with Minnesota Life Insurance Company for Employee Life Insurance

[2023-381](#)

Sponsors: Human Resources

1. Approve the agreement with Minnesota Life Insurance Company, 400 Robert Street North, Saint Paul, MN 55101, for employee life insurance for the period of September 20, 2023 to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and execute amendments to the agreement in accordance with the county's procurement policies and procedures provided the amounts are within the limits of available funding.

8. Insurance Benefit Terms in Collective Bargaining Agreements with all Bargaining Units and Non-Represented Classified and Unclassified Employees for the Year 2024

[2023-407](#)

Sponsors: Human Resources

1. Approve the negotiated terms for insurance benefits in collective bargaining agreements with all Bargaining Units for Year 2024:
 - American Federation of State, County and Municipal Employees
 - Local 8 (General County)
 - Local 8 (Professional)
 - Local 8 (Public Health Registered Nurses)
 - Local 8 (Assistant County Attorneys)
 - Local 8 (Public Defenders)
 - Local 151 (Social Services, Financial Assistance Services and Health and Wellness Administrative Division)
 - Local 151 (Licenses Practical Nurses)
 - Local 151 (Workforce Solutions)
 - Local 707 (Lake Owasso Residence)
 - Local 1935 (Parks & Recreation)
 - Teamsters Local 320 - Chief Correctional Officers
 - International Union of Operating Engineers Local 49
 - Technical Employees Association
 - Law Enforcement Labor Services
 - Local 184 (Commanders)
 - Local 349 (Dispatchers)
 - Local 353 (Emergency Communications Supervisors)

- Local 423 (Deputy Sheriff Sergeants)
- Ramsey County Deputy Sheriff's Federation

2. Authorize the Chair and the County Manager to execute the agreements incorporating these terms into the 2022-2024 collective bargaining agreements.

POLICY ITEM

9. Presentation: Proposed Use for Legislative Funding for Public Safety

[2023-395](#)

Sponsors: Safety and Justice, County Attorney's Office, Sheriff's Office

None. For information and discussion only.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:30 a.m. (est.) Budget Committee of the Whole - Information and Public Records Service Team
Budget Presentations - Council Chambers, Courthouse Room 300

4:30 p.m. Public Hearing on the Proposed 2024-25 Budget - Council Chambers, Courthouse Room 300

Please use the Zoom link below to join the Public Hearing:

<https://zoom.us/j/93069429489?pwd=eIZEMVkyY3VvamRSUTh4VzFLckFodz09>

Webinar ID: 930 6942 9489

Passcode: 698455

Phone: 651-372-8299

Advance Notice:

September 26, 2023 County board meeting – Council Chambers

October 03, 2023 County board meeting – Council Chambers

October 10, 2023 County board meeting – Council Chambers

October 17, 2023 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2023-271

Meeting Date: 9/19/2023

Sponsor: County Manager's Office

Title

Agenda of September 19, 2023 is Presented for Approval

Recommendation

Approve the agenda of September 19, 2023.

Board of Commissioners

Request for Board Action

Item Number: 2023-287

Meeting Date: 9/19/2023

Sponsor: County Manager's Office

Title

Minutes from September 5, 2023 are Presented for Approval

Recommendation

Approve the September 5, 2023 Minutes.

Attachments

1. September 5, 2023 Minutes

Board of Commissioners Minutes

September 5, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present were Ryan O'Connor, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Commissioner Xiong was late to the meeting and missed Roll Call. Commissioner Xiong arrived at 9:07 a.m.

Present: Frethem, Martinson, McGuire, Moran, Ortega, and Reinhardt

Absent: Xiong

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner Moran.

1. Agenda of September 5, 2023 is Presented for Approval [2023-270](#)

Sponsors: County Manager's Office

Approve the agenda of September 5, 2023.

Commissioner Xiong was late to the meeting and missed voting of the agenda. Commissioner Xiong arrived at 9:07 a.m.

Motion by Moran, seconded by McGuire. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, and Reinhardt

Absent: Xiong

2. Minutes from August 22, 2023 are Presented for Approval [2023-286](#)

Sponsors: County Manager's Office

Approve the August 22, 2023 Minutes.

Commissioner Xiong was late to the meeting and approval of the August 22, 2023 Minutes. Commissioner Xiong arrived at 9:07 a.m.

Motion by Moran, seconded by Ortega. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, and Reinhardt

Absent: Xiong

PROCLAMATION

3. Proclamation: Workforce Development Month [2023-374](#)

Sponsors: Workforce Solutions

Presented by Commissioner Ortega.

ADMINISTRATIVE ITEMS

4. Appointment to the Extension Committee [2023-351](#)

Sponsors: County Manager's Office

Appoint Dolly Mariucci to the Extension Committee for a term beginning September 5, 2023 and ending on December 31, 2026.

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2023-138](#)

5. Appointments to the Capitol Region Watershed District Board of Managers [2023-352](#)

Sponsors: County Manager's Office

Appoint the following individuals to the Capitol Region Watershed District Board of Managers for a term beginning October 1, 2023 and ending September 30, 2026:

- Joseph P. Collins (Incumbent)
- Rick Sanders (Incumbent)
- Hawona Sullivan Janzen (Incumbent)

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2023-139](#)

6. Appointments to the Capital Improvement Program Advisory Committee [2023-384](#)

Sponsors: Finance

Appoint the following individuals to the Capital Improvement Program Advisory Committee for a term beginning September 5, 2023 and end August 30, 2025:

- Michael Austin
- Gary Bank (Incumbent)
- Olletha Muhammad
- Muhammad Rasheed
- Lawrence Sagstetter (Incumbent)
- Jerrin Job Sibychan

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: [B2023-140](#)

7. Appointments to the Parks and Recreation Commission [2023-360](#)

Sponsors: Parks & Recreation

Appoint the following individuals to the Parks and Recreation Commission for a term beginning September 5, 2023 and ending June 4, 2026:

- Linda Duck
- Reier Erickson

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: B2023-141

8. Appointments to the Community Health Services Advisory Committee [2023-383](#)

Sponsors: Public Health

Appoint the following individuals to the Community Health Services Advisory Committee for a term beginning September 5, 2023 and ending June 26, 2025:

- Graciela Ogorman Bacigalupo
- Nicole Muzzy
- Ogden Rogers
- Margaret Treichel

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: B2023-142

9. Appointment to the Personnel Review Board [2023-400](#)

Sponsors: Human Resources

Appoint Nou Yang to the Personnel Review Board for a term beginning September 5, 2023 and ending August 1, 2027.

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: B2023-143

10. Amendments to Administrative Code - Library Department [2023-362](#)

Sponsors: Library

1. Approve amendments to the Administrative Code to update Library Department governance and responsibilities.
2. Direct the Chief Clerk to amend the Administrative Code to reflect approved amendments.

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: B2023-144

11. Donation from Sundance Family Foundation to the Workforce Solutions Department [2023-385](#)

Sponsors: Workforce Solutions

Accept the donation of \$50,000 from Sundance Family Foundation to the Workforce Solutions Department for continuation of youth workforce development efforts.

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: B2023-145

12. Grant Agreement with Minnesota Housing Finance Agency for Homework Starts with Home Project [2023-389](#)

Sponsors: Housing Stability

1. Ratify submittal of the grant application to the Minnesota Housing Finance Association in the amount of \$1,146,554.
2. Accept a grant award and approve a grant agreement with Minnesota Housing Finance Agency for Homework Starts with Home Project for the period of October 1, 2023, through September 30, 2027, in the amount of \$1,146,554.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements and contracts in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the grant funding.

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: B2023-146

15. Agreement with Blue Cross Blue Shield of MN for Employee and Early Retiree Medical Insurance [2023-380](#)

Sponsors: Human Resources

1. Approve the agreement with Blue Cross Blue Shield of MN, 3535 Blue Cross Road, Eagan, MN 55122, for employee and early retiree medical insurance plans for the period of September 6, 2023 to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and execute amendments to the agreement in accordance with the county's procurement policies and procedures provided the amounts are within the limits of available funding.

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: B2023-147

16. Agreement with United Healthcare Insurance Company for Regular Retiree Medical Insurance [2023-376](#)

Sponsors: Human Resources

1. Approve the agreement with United Healthcare Insurance Company, 9900 Bren Road East, Minnetonka, MN 55343 for regular retiree medical insurance plans for the period of September 6, 2023 to December 31, 2025 and may be renewed for up to three additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and execute amendments to the agreement in accordance with the county's procurement policies and procedures provided the amounts are within the limits of available funding.

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: B2023-148

17. Agreement with Metropolitan Life Insurance Company for Employee and Retiree Dental Insurance Plans [2023-375](#)

Sponsors: Human Resources

1. Approve the agreement with Metropolitan Life Insurance Company, 200 Park Avenue, New York, NY 10166 for dental insurance services for the period upon execution to December 31, 2026 and may be renewed for up to two additional one-year periods.

2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and execute amendments to the agreement in accordance with the county's procurement policies and procedures, in a form approved by the County Attorney's Office.

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: B2023-149

- 18.** Agreement with Vision Service Plan Insurance Company for Employee Voluntary Vision Insurance [2023-378](#)

Sponsors: Human Resources

1. Approve the agreement with Vision Service Plan Insurance Company, 3333 Quality Drive, Rancho Cordova, CA 95670, for employee voluntary vision insurance for the period of September 6, 2023 to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and execute amendments to the agreement in accordance with the county's procurement policies and procedures provided the amounts are within the limits of available funding.

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: B2023-150

- 13.** Grant Agreement with the Minnesota Housing Finance Agency for Family Homeless Prevention and Assistance Program [2023-388](#)

Sponsors: Housing Stability

1. Ratify the submittal of the grant application to the Minnesota Housing Finance Agency, in the amount of \$13,633,364
2. Accept a grant award and approve and approve a grant agreement with Minnesota Housing Finance Agency for Family Homeless Prevention and Assistance Program for the period of October 1, 2023, through September 30, 2025, in the amount of \$6,590,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the grant funding.
5. Approve an increase in the personnel complement of the Housing Stability department by 1.0 Full-Time Equivalent position, for the duration of the grant

Motion by Reinhardt, seconded by McGuire. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: B2023-151

- 14.** Grant Agreement with Youth Lens 360, LLC for the Guns for Cameras Program [2023-197](#)

Sponsors: Transforming Systems Together

1. Authorize the County Manager to execute a grant agreement for the use of Ramsey County assets with Youth Lens 360, LLC, 370 Wabasha Street North, Saint Paul, MN 55102, for the Guns for Cameras Program.
2. Authorize the County Manager to enter into a grant agreement and execute

amendments to agreement in a form approved by Finance and the County Attorney's Office provided the amounts are within the limits of the approved program.

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: B2023-152

PRESENTATION

19. Presentation of Financial Update

[2023-392](#)

Sponsors: Finance

None. For information only.

Presented by Chief Finance Officer, Alex Kotze. Discussion can be found on archived video.

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Martinson declared the meeting adjourned at 10:24 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2023-372

Meeting Date: 9/19/2023

Sponsor: Public Health

Title
Proclamation: Healthy Aging

Attachments
1. Proclamation

Proclamation

WHEREAS, Healthy aging is vital to maintaining and improving physical and mental health, independence, and quality of life throughout the life course; and

WHEREAS, For three years, everyone lived under the uncertain cloud and threat of COVID-19 that particularly targets older adults and those with underlying conditions; and

WHEREAS, There are racial inequities among this population and the ability to be healthy and function well as an older adult can be affected by racism, historical trauma, environmental factors and genetics; and

WHEREAS, Ramsey County residents ages 65 and older currently constitute 15% of the county's population and that percentage continues to grow; and

WHEREAS, The current population of people who have now reached 55 years of age is growing rapidly and there are more older adults in the county than school-age children; and

WHEREAS, It is essential to promote a positive perception of aging and older adults because communities are stronger when they view older adults as contributors to their communities; and

WHEREAS, This generation's older adults are changing what aging looks like, they are more diverse and active and want to stay in their communities and contribute to society; and

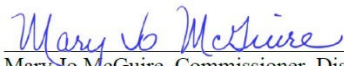
WHEREAS, All residents and communities can advocate for healthy aging by providing education, promoting independence, participating in educational and recreational activities, and providing aging specific services; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares September as Healthy Aging Month in Ramsey County; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners is committed to healthy aging and will continue to support public health efforts for accessible, language appropriate and culturally specific services for all older adults.



Trista Martinson, Board Chair, District 3



Mary Jo McGuire, Commissioner, District 2



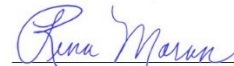
Rafael Ortega, Commissioner, District 5



Victoria Reinhardt, Commissioner, District 7



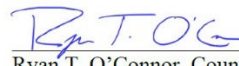
Nicole Frethem, Commissioner, District 1



Rena Moran, Commissioner, District 4



Mai Chong Xiong, Commissioner, District 6



Ryan T. O'Connor, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2023-394

Meeting Date: 9/19/2023

Sponsor: Parks & Recreation

Title

Donation from Ahvo Taipale to Ramsey County Parks & Recreation Department

Recommendation

Accept the donation of race timing building with an estimated value of \$13,500 from Ahvo Taipale to the Parks & Recreation department.

Background and Rationale

Ahvo Taipale, a longtime supporter and champion of the Battle Creek Winter Recreation Area, would like to donate a small race timing building at an estimated value of \$11,000 and accompanying gravel pad at an estimated value of \$2,500 to the county for use by ski race and event organizers. The race timing building is a non-permanent structure akin to a mobile shed that would be placed on a gravel pad. This structure is to be used for cross country ski races and other events that need space for people to do timing operations for racers, as well as a building to serve as an operating hub and warming spot for community events, such as free “try-it” events and equitable cross country ski lessons. This structure will be owned and operated by Parks & Recreation after its installation. Actual donation amounts will be included in a donation acknowledgment letter to Mr. Taipale from the county after all purchases have been made.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

The race timing building will be used for the county’s equitable ski program and other events intended to encourage BIPOC participation in outdoor winter recreation.

Community Participation Level and Impact

This is a request from a community of ski race organizers, who are communicating the need for a race timing building and offering the solution in the form of a generous donation towards building this structure.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☒ Empower

Fiscal Impact

Per the donation, there will be no cost to the county for either the purchase or installation of the building and gravel pad. Minimal operating expenses of approximately \$100 annually will be funded within the current Parks & Recreation department budget. Potential rental revenue could offset those maintenance expenses. The estimated value of the race timing building and pad is \$13,500.

Last Previous Action

None.

Attachments

1. None.

Sponsor: Parks & Recreation

Meeting Date: 9/19/2023

Title: Donation from Ahvo Taipale to Ramsey County Parks & Recreation Department

File Number: 2023-394

Background and Rationale:

Ahvo Taipale, a longtime supporter and champion of the Battle Creek Winter Recreation Area, would like to donate a small race timing building at an estimated value of \$11,000 and accompanying gravel pad at an estimated value of \$2,500 to the county for use by ski race and event organizers. The race timing building is a non-permanent structure akin to a mobile shed that would be placed on a gravel pad. This structure is to be used for cross country ski races and other events that need space for people to do timing operations for racers, as well as a building to serve as an operating hub and warming spot for community events, such as free "try-it" events and equitable cross country ski lessons. This structure will be owned and operated by Parks & Recreation after its installation. Actual donation amounts will be included in a donation acknowledgment letter to Mr. Taipale from the county after all purchases have been made.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

Accept the donation of race timing building with an estimated value of \$13,500 from Ahvo Taipale to the Parks & Recreation department.

A motion to approve was made by Commissioner Ortega, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 6: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: - 1: McGuire

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-406

Meeting Date: 9/19/2023

Sponsor: County Attorney's Office

Title

County Attorney Report on 2022 Civil Asset Forfeiture Funds

Recommendation

Accept the County Attorney Report on Civil Asset Forfeitures - County Attorney 2022 Activity.

Background and Rationale

Minnesota law provides for judicial forfeiture of personal property used or intended for use to commit or facilitate the commission of a designated offense, or real or personal property representing the proceeds of a designated offense.

The primary mission of this program is to employ asset forfeiture powers in a manner that enhances public safety and security by removing the proceeds of crime and other assets relied upon by individuals and their associates to perpetuate criminal activity against society. Forfeited property may be sold, if it is not otherwise required by law to be destroyed and is not harmful to the public, and expenditures of proceeds from civil asset forfeiture cannot be used to supplant the regular operating budget of the agency. Funds identified herein represent money or proceeds acquired due to civil asset forfeiture under Minnesota Statutes 169A.63 or 609.531 to 609.5318. Expenditures from these funds are for projects or programs which are supplemental to the agency's operating fund.

On November 3, 1986, the Ramsey County Board adopted Resolution 86-680 establishing Criminal Property Forfeiture funds for the Ramsey County Attorney. Also, on December 15, 1992, the Ramsey County Board adopted Resolution 92-740 directing the County Attorney to report annually on the expenditure of civil asset forfeiture funds. Accordingly, the County Attorney's Office is submitting the Civil Asset Forfeitures - County Attorney 2022 Activity.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

Civil asset forfeitures are administered consistent with federal and state laws. As Ramsey County continues efforts to examine all aspects of the criminal justice system through a racial equity lens, forfeiture funds will be included in the analysis.

Community Participation Level and Impact

Every year the County Attorney's Office provides an annual report to the Ramsey County Board related to civil asset forfeitures as requested by Ramsey County Board Resolutions 86-680 and 92-740. As a result, there was no community engagement for this action.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Spending from civil asset forfeitures fund is presented in this report.

Last Previous Action

On May 3, 2022, the Ramsey County Board of Commissioners accepted County Attorney Report on Activity in Civil Asset Forfeiture Funds (Resolution B2022-118).

Attachments

1. Civil Asset Forfeitures - County Attorney 2022 Activity

Civil Asset Forfeitures - County Attorney**2022 Activity**

Funds identified herein represent money or proceeds acquired due to civil asset forfeiture under Minn. Stat. §§ 169A.63 or 609.531 - .5318. Expenditures from these funds are for projects or programs which are supplemental to the agency's operating fund.

Beginning Balance December 30, 2021	\$ 925,882.66
Add:	
Revenue	99,606.79
Less:	
Disbursements:	
Transfer to County Manager for Ramsey County Community Participatory Defense Grant	(40,000.00)
YMCA Programming for Youth and Families in Maplewood	(40,000.00)
Victim Restitution Fund	(4,682.50)
Minnesota County Attorney's Association Education Foundation	(2,000.00)
	-
	-
	-
	(86,682.50)
Ending Balance March 8, 2023 (Adjusted December 31, 2022 Balance)	<u>\$ 938,806.95</u>

Criminal Forfeitures - County Attorney
Commitments on Funds

Ending Balance March 8, 2023 (Adjusted December 31, 2022 Balance)	\$ 938,806.95
Less:	
Commitments on Account:	
Minnesota County Attorney's Association Education Foundation	(2,000.00)
Multicultural Forum Conference Fee for RCO employees	(5,000.00)
	(7,000.00)
Uncommitted funding available	<u>\$ 931,806.95</u>

Sponsor: County Attorney's Office

Meeting Date: 9/19/2023

Title: County Attorney Report on 2022 Civil Asset Forfeiture Funds

File Number: 2023-406

Background and Rationale:

Minnesota law provides for judicial forfeiture of personal property used or intended for use to commit or facilitate the commission of a designated offense, or real or personal property representing the proceeds of a designated offense.

The primary mission of this program is to employ asset forfeiture powers in a manner that enhances public safety and security by removing the proceeds of crime and other assets relied upon by individuals and their associates to perpetuate criminal activity against society. Forfeited property may be sold, if it is not otherwise required by law to be destroyed and is not harmful to the public, and expenditures of proceeds from civil asset forfeiture cannot be used to supplant the regular operating budget of the agency. Funds identified herein represent money or proceeds acquired due to civil asset forfeiture under Minnesota Statutes 169A.63 or 609.531 to 609.5318. Expenditures from these funds are for projects or programs which are supplemental to the agency's operating fund.

On November 3, 1986, the Ramsey County Board adopted Resolution 86-680 establishing Criminal Property Forfeiture funds for the Ramsey County Attorney. Also, on December 15, 1992, the Ramsey County Board adopted Resolution 92-740 directing the County Attorney to report annually on the expenditure of civil asset forfeiture funds. Accordingly, the County Attorney's Office is submitting the Civil Asset Forfeitures - County Attorney 2022 Activity.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

Accept the County Attorney Report on Civil Asset Forfeitures - County Attorney 2022 Activity.

A motion to approve was made by Commissioner Ortega, seconded by Commissioner Reinhardt.
Motion passed.

Aye: - 6: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: - 1: McGuire

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-379

Meeting Date: 9/19/2023

Sponsor: Human Resources

Title

Agreement with Madison National Life Insurance for Employee Long-Term and Short-Term Disability Insurance

Recommendation

1. Approve the agreement with Madison National Life Insurance Co., Inc., 400 1241 John Q Hammons Drive, Madison, WI 53715 for employee long-term and short-term disability insurance for the period of September 20, 2023 through to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and execute amendments to the agreement in accordance with the county's procurement policies and procedures provided the amounts are within the limits of available funding.

Background and Rationale

Approximately 3800 employees are eligible for the Ramsey County's long-term disability (LTD) and short-term disability (STD) insurance programs. The LTD program includes both basic and optional benefits. All eligible employees are automatically enrolled in the basic LTD plan. The STD plan is voluntary. Currently 1,957 employees are enrolled in the optional LTD buy-up plan and 2,026 employees are enrolled in the voluntary short-term disability plan.

Providing market competitive coverage and plans attracts and retains employees. Every three to five years, the county issues a solicitation for disability insurance in compliance with state law and to ensure the best options are provided to employees at a competitive price.

Human Resources issued a competitive solicitation for disability insurance for active employees for up to five years in compliance with state law and as the previous contract expires December 31, 2023. The solicitation objectives included:

- Maximize the quality of the disability and life insurance benefits provided
- Demonstrate excellent customer services and claims processing
- Provide disability and life insurance benefits at a competitive cost
- Minimize the time and expense to the County for administration of the plan
- Ability to provide insurance plans that match or closely match the current plan
- Willingness to provide no-cost/value-added services or enhancements to the current plan

Below is a competitive solicitation summary:

Request for Proposals (RFP)	Life Insurance
RFP Release Date	December 14, 2022
RFP Response Date	December 27, 2022
Contractors Notified	210

Respondents	Madison National Life, MetLife
Proposal Evaluation Committee	Benefits Manager, Benefits Supervisor, Labor Relations Specialist, Sr Business Analyst, Director of Policy & Planning, Deputy Director of Finance, Deloitte Consulting
RFP Evaluation Criteria	Background, Plan Administration, Implementation, Cost and Presentation
Contractor Recommended	Madison National Life

Based on the recommendation of the Evaluation Committee, including Deloitte Consulting, the Human Resources department recommends Madison National Life who provided rate decreases for 2024 from 2023 for the county provided basic LTD program and optional (employee paid) LTD and STD programs with a 0% rate cap guarantee for the life of the contract.

2024 Rate Summary - 0% rate cap guarantee for 2025, 2026, 2027, 2028.

<u>Basic Long Term Disability Insurance</u>	<u>Current Rate</u>	<u>2024 Rate</u>
County paid per \$100 monthly salary	\$0.095	\$0.084

Optional Long Term Disability Insurance

Employee paid per \$100 monthly salary		
Under age 40	\$0.077	\$0.068
Age 40-49	\$0.200	\$0.176
50 and over	\$0.239	\$0.211

Optional Short Term Disability Insurance

Employee paid per \$100 monthly salary		
30 day elimination period	\$0.390	\$0.344
60 day elimination period	\$0.298	\$0.264
90 day elimination period	\$0.182	\$0.161

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

Once approved, this action will further the county's efforts at providing a sustainable, long-term benefits strategy that recognizes cultural differences and supports employee well-being. The county's employee workforce currently reflects a population where 40% are identified as racially and ethnically diverse. Diversity continues as a critical component of a comprehensive and well-balanced benefits program.

Community Participation Level and Impact

This action is strictly operational and internal facing. The residents of Ramsey County do not participate in the evaluation of or decisions regarding the county's employee benefits program.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Sufficient funding is included in the proposed 2024-2025 County Manager's budget to fund this contract.

Last Previous Action

On August 21, 2018, the Ramsey County Board approved an agreement with National Insurance Services of

Wisconsin for employee long-term and short-term disability insurance (Resolution B2018-229).

Attachments

1. Professional Services Agreement with Madison Life Insurance Company



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Human Resources, 121 7th Place East, Suite 4000, Saint Paul, MN 55101 ("County") and Madison National Life Insurance, Co. Inc., 1241 John Q Hammons Drive, Madison, WI 53717, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from September 20, 2023, through December 31, 2026.

The long-term and short-term disability insurance coverage will become effective on January 1, 2024, and may be renewed for up to two (2) additional one year period(s).

The full term of the insurance coverage may not exceed 60 months pursuant to Minn. Stat. 471.6161).

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

Long-Term Disability and Short-Term Disability Insurance as detailed in the Joinder Agreements which are attached and made a part of this Agreement as Exhibits 2 and 3.

2.2.

1. General Administrative Requirements

- a. The effective date of coverage is January 1, 2024.
- b. Rates may not change during a plan year. The Contractor must provide the County written notice of any rate changes permitted under the terms of the agreement between the parties, at least one hundred twenty (120) days prior to the renewal date.
- c. Ramsey County will submit premiums on a self-reported basis.
- d. A grace period of 60 days, without interest charge, is allowed for payment of premium due. Payment for a given month will be at the end of the month.
- e. The Contractor must accept existing beneficiary designations.
- f. The Contractor will provide all announcements and enrollment materials, including summary plan descriptions and certificates.

- g. The Contractor must provide full-service claims payment and processing.
- h. The Contractor must provide full-service claims payment and processing (including taking responsibility for all coordination of benefits).
- i. For long-term disability insurance, the Contractor must estimate Social Security benefits if an employee does not file for Social Security.
- j. The Contractor will prepare W2 forms for employees who receive disability payments during the tax year, withhold Federal and Social Security taxes and match the employees' FICA tax for the County during the first six months of disability benefits. The Contractor will also prepare and file quarterly 941 reports.
- k. A detailed final accounting will be presented to the County within four months following the close of each plan year.

2. Claim Reporting and Data Requirements

- a. The Contractor will provide the County with a minimum of quarterly experience reports for LTD and STD insurance. The report structure must break out each plan (i.e., LTD, STD) and include, at a minimum, the following:
 - i. Detailed open and closes claims reports:
 - Name, gender, DOB
 - n
 - Date of disability
 - Status (open, closed, pending)
 - Date of approved disability
 - Maximum duration
 - Monthly salary at disability
 - Monthly benefit payment amount
 - Offset amounts
 - Reserve amounts
 - Date claim closed
- b. Plan performance, showing earned premium and claims for each line of coverage on a current and historical basis.

3. Underwriting Requirements

- a. The effective date of coverage is January 1, 2024. The current carrier will process claims incurred prior to January 1, 2024, which are not reported until on or after January 1, 2024.
- b. Current coverage amounts for currently eligible employees and those continuing under state continuation laws, and those currently continuing. Date of approved disability.
- c. Coverage under the disability continuation provisions of the current policy will be provided without evidence of insurability.

- d. The proposal must include coverage for all individuals currently eligible for the Ramsey County insurance program. This includes Ramsey County employees and employees of other public entities who participate in the County's disability insurance programs.
- e. There will be no actively-at-work requirement for current covered individuals, including those who are on paid or unpaid leave of absence or continuees. No covered individuals will lose coverage as a result of a change in carrier.
- f. Disability waiver of premium will be the responsibility of the current carrier.
- g. The Basic and Optional LTD insurance plans will be experience-rated separately from each other.
- h. The STD plan will be experience-rated separately from the LTD plan.
- i. Any pre-existing condition limitation will not apply to employees who have satisfied the pre-existing condition limitation under the current plan.
- j. All rates will be quoted on an experience-rated, non-participating basis.
- k. Late entrant enrollment with evidence of insurability must be allowed.
- l. Premiums are calculated monthly based on actual salary. Claims payment shall be based on the salary in effect at the time of disability.
- m. Preparation of administrative materials such as claim forms, communication materials and reports will be included in the Contractor's administrative expenses.
Date claim closed

4. Information Security Requirements for Online Portal

Contractor and Contractor's information technology systems will comply with requirements of the County's Hosting Security Exhibit which is attached and made a part of this Agreement as Exhibit 1.

- 5. In the event of a conflict between the terms of the Contract documents, the order of precedence shall be:
 - 1. This PSA
 - 2. Exhibit 1- Hosting and/or Cloud Services Security Standards
 - 3. Exhibits 2 and 3 – Joinder Agreements for Long-Term Disability Insurance and Short-Term Disability Insurance.

2.3.

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

2.4.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.5.

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

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:
2024-2028 rates are contained in the Joinder Agreements for Long-Term and Short-Term Disability. Rates are guaranteed for five years.

5. Contracting for Equity

5.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

5.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

5.3. Equal Employment Opportunity and Civil Rights

5.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

5.3.2.

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

5.3.3.

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

5.3.3.1.

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

5.3.3.2.

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

5.3.3.3.

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

5.4. Diverse Workforce Inclusion Resources

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the websites below:

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through askworkforcesolutions@ramseycounty.us or by calling 651-266-9890.

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

No payment will be made until the invoice has been approved by the County.

6.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

6.2. Application for Payments

6.2.1.

The Contractor shall submit an invoice once a month.

6.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

6.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

6.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

6.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

6.2.6.

As applicable and consistent with Minn. Stat. 471.425, subd. 4(a), the Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

6.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

6.4. Successors, Subcontracting and Assignment

6.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

6.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

6.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

6.5. Compliance With Legal Requirements

6.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

6.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections,

and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

6.6. Data Practices

6.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

6.6.2.

The Contractor designates Amy Giangreco as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

6.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

6.7. Security

6.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

6.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all

affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

6.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

6.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

6.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

6.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

6.9. Contractor's Insurance

6.9.1.

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

6.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

6.9.3.

Commercial general liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury and advertising liability.

6.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

6.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

6.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

6.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

6.9.5. Workers' Compensation

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

6.9.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

6.9.7.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

6.9.8.

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

6.9.9.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

6.9.10.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

6.9.11.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

6.9.12.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

6.9.13.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

6.9.14.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

6.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

6.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Kristen Schultz, 121 7th Place East, Suite 4000, Saint Paul, MN 55101

Contractor:

Amy Giangreco, NIS, 14852 Scenic Heights Rd, Suite 201, Eden Prairie, MN 55344

6.12. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

6.13. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

6.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

6.15. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

6.16. Force Majeure

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

6.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this

Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

6.18. Termination

6.18.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

6.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

6.18.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

6.19. Interpretation of Agreement; Venue

6.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

6.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

6.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

6.21. Infringement

6.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or

information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

6.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinder is imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

6.22. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

6.23. Alteration

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

6.24. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

Sponsor: Human Resources

Meeting Date: 9/19/2023

Title: Agreement with Madison National Life Insurance for Employee Long-Term and Short-Term Disability Insurance

File Number: 2023-379

Background and Rationale:

Approximately 3800 employees are eligible for the Ramsey County's long-term disability (LTD) and short-term disability (STD) insurance programs. The LTD program includes both basic and optional benefits. All eligible employees are automatically enrolled in the basic LTD plan. The STD plan is voluntary. Currently 1,957 employees are enrolled in the optional LTD buy-up plan and 2,026 employees are enrolled in the voluntary short-term disability plan.

Providing market competitive coverage and plans attracts and retains employees. Every three to five years, the county issues a solicitation for disability insurance in compliance with state law and to ensure the best options are provided to employees at a competitive price.

Human Resources issued a competitive solicitation for disability insurance for active employees for up to five years in compliance with state law and as the previous contract expires December 31, 2023. The solicitation objectives included:

- Maximize the quality of the disability and life insurance benefits provided
- Demonstrate excellent customer services and claims processing
- Provide disability and life insurance benefits at a competitive cost
- Minimize the time and expense to the County for administration of the plan
- Ability to provide insurance plans that match or closely match the current plan
- Willingness to provide no-cost/value-added services or enhancements to the current plan

Below is a competitive solicitation summary:

Request for Proposals (RFP) Life Insurance

RFP Release Date December 14, 2022

RFP Response Date December 27, 2022

Contractors Notified 210

Respondents Madison National Life, MetLife

Proposal Evaluation Committee Benefits Manager, Benefits Supervisor, Labor Relations Specialist, Sr Business Analyst, Director of Policy & Planning, Deputy Director of Finance, Deloitte Consulting

RFP Evaluation Criteria Background, Plan Administration, Implementation, Cost and Presentation

Contractor Recommended Madison National Life

Based on the recommendation of the Evaluation Committee, including Deloitte Consulting, the Human Resources department recommends Madison National Life who provided rate decreases for 2024 from 2023 for the county provided basic LTD program and optional (employee paid) LTD and STD programs with a 0% rate cap guarantee for the life of the contract.

2024 Rate Summary - 0% rate cap guarantee for 2025, 2026, 2027, 2028.

<u>Basic Long Term Disability Insurance</u>	<u>Current Rate</u>	<u>2024 Rate</u>
County paid per \$100 monthly salary	\$0.095	\$0.084

Optional Long Term Disability Insurance

Employee paid per \$100 monthly salary		
Under age 40	\$0.077	\$0.068
Age 40-49	\$0.200	\$0.176
50 and over	\$0.239	\$0.211

Optional Short Term Disability Insurance

Employee paid per \$100 monthly salary		
30 day elimination period	\$0.390	\$0.344
60 day elimination period	\$0.298	\$0.264
90 day elimination period	\$0.182	\$0.161

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the agreement with Madison National Life Insurance Co., Inc., 400 1241 John Q Hammons Drive, Madison, WI 53715 for employee long-term and short-term disability insurance for the period of September 20, 2023 through to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and execute amendments to the agreement in accordance with the county's procurement policies and procedures provided the amounts are within the limits of available funding.

A motion to approve was made by Commissioner Ortega, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 6: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: - 1: McGuire

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-381

Meeting Date: 9/19/2023

Sponsor: Human Resources

Title

Agreement with Minnesota Life Insurance Company for Employee Life Insurance

Recommendation

1. Approve the agreement with Minnesota Life Insurance Company, 400 Robert Street North, Saint Paul, MN 55101, for employee life insurance for the period of September 20, 2023 to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and execute amendments to the agreement in accordance with the county's procurement policies and procedures provided the amounts are within the limits of available funding.

Background and Rationale

Based on the recommendation of the Evaluation Committee, including Deloitte consulting, the Human Resources department recommends continuing with Minnesota Life Insurance Company who provided an 11% rate decrease for county paid basic life and accidental death and dismemberment (AD&D) for 2024 with a 0% rate cap guarantee for 2025, 2026, 2027 and 2028.

For employee paid optional coverages, 0% rate increases were provided with a 0% rate cap guarantee for 2025, 2026, 2027 and 2028.

Ochs Inc., the administrator for Minnesota Life Insurance Company for the Ramsey County, continues to provide excellent customer service for the county.

2024 Rate Summary

Employer paid - Basic Life and AD&D

	<u>2023 Rate</u>	<u>2024 Rate</u>
Ramsey County	\$0.146/\$1000 annual Salary	\$0.130
Other Participating Entities	\$0.174/\$1000 annual Salary	\$0.155

Employee Paid 0% increase from 2023

Optional Employee and Spouse Life

Age	Rate Per \$1000 (0% increase)	
29 or less	\$	0.040
30-34	\$	0.050
35-39	\$	0.060

40-44	\$	0.100
45-49	\$	0.140
50-54	\$	0.220
55-59	\$	0.380
60-64	\$	0.520
65-69	\$	0.810
70+	\$	0.900

Optional Dependent Life (\$20,000) \$3.60 per dependent per month (0% increase)

Optional Employee/Spouse Accidental Death & Disability \$.025 per \$1,000 per month (0% increase)

Proposed plan enhancements include:

- Authorize increasing the optional supplemental employee life maximum from \$500,000 to \$750,000 with a \$100,000 guaranteed issue and increase the optional spouse life maximum from \$250,000 to \$500,000 with a \$50,000 guaranteed issue to help keep pace with increasing insurance needs.
- Authorize an ongoing annual enrollment opportunity whereby participating employees may increase their coverage by \$10,000/year and their participating spouse coverage by \$5,000/year up to a maximum of \$100,000 for employees and \$50,000 for spouses without Evidence of Insurability.
- Authorize expanding the Basic AD&D for enrolled Public Safety Officers by offering an additional Line of Duty Benefit at no additional cost whereby eligible public safety officers who experiences a loss of Life or injury while taking action that by rule, regulation, law or condition of employment they are obligated or authorized to perform, may be eligible for a Line of Duty payout in addition to any existing Life and AD&D benefit if it is determined that the loss occurred while taking action to reduce crime, criminal law enforcement or fire suppression, The benefit paid is 100% of their current AD&D amount, not to exceed \$100,000. Public Safety Officers are defined as Police Officers, Firefighters, Probation Officers, Corrections Officers, Public Transit Officers, Parole Officers, Judicial Officers, Volunteer Firefighters.
- Authorize a one-time opportunity during open enrollment for 2024 where employees can elect or increase supplemental life coverage without Evidence of Insurability. Employees may elect up to \$40,000 (not to exceed \$100,000 when combined with current coverage) and Spouses may elect up to \$10,000 (not to exceed \$50,000 when combined with current coverage).

EMPLOYEE ELECTION EXAMPLES

Current Supplemental Life	Maximum Election without Health Questions (Guaranteed)	Total Supplemental Life
\$0	\$40,000	\$40,000
\$60,000	\$40,000	\$100,000
\$80,000	\$20,000	\$100,000
\$100,000+	Elections require health questions & underwriting approval	

SPOUSE ELECTION EXAMPLES

Current Supplemental Life	Maximum Election without Health Questions (Guaranteed)	Total Supplemental Life
\$0	\$10,000	\$10,000
\$20,000	\$10,000	\$30,000
\$40,000	\$10,000	\$50,000
\$50,000+	Elections require health questions & underwriting approval	

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

Once approved, this action will further the county's efforts at providing a sustainable, long-term benefits strategy that recognizes cultural differences and supports employee well-being. The county's employee workforce currently reflects a population where 40% are identified as racially and ethnically diverse. Diversity continues as a critical component of a comprehensive and well-balanced benefits program.

Community Participation Level and Impact

This action is strictly operational and internal facing. The residents of Ramsey County do not participate in the evaluation of or decisions regarding the county's employee benefits program.

☒ Inform☐ Consult☐ Involve☐ Collaborate☐ Empower**Fiscal Impact**

Sufficient funding is included in the proposed 2024-2025 County Manager's budget to fund this contract.

Last Previous Action

On August 21, 2018, the Ramsey County Board approved an agreement with Minnesota Life Insurance Company for employee life insurance (Resolution B2018-230).

Attachments

1. Professional Services Agreement - Minnesota Life Insurance Company



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Human Resources, 121 7th Place East, Suite 4000, Saint Paul, MN 55101 ("County") and Minnesota Life Insurance Company, 400 Robert St N, Saint Paul, MN 55101, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from September 20, 2023, through December 31, 2026.

The Group Term Policy will become effective on January 1, 2024, and may be renewed for up to two (2) additional one year period(s).

The full term of the Group Term Policy may not exceed 60 months pursuant to Minn. Stat. 471.6161.

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

Life Insurance plans and enhancements as detailed in the Group Term Policy which is attached and incorporated by reference into this Agreement. The Contractor shall provide the Group Term Policy as specified in its proposal dated January 19, 2023 ("Proposal"), and the County's Request for Proposals RFP-HR3197, Life Insurance and Disability, dated December 14, 2022 ("RFP"). The proposal and RFP are both incorporated by reference into this Agreement.

2.2.

Life and AD&D programs including both basic and optional benefits for County employees and dependents, for individuals who are continuing coverage under disability provisions of the contract with the carrier, and those continuing under state continuation laws in accordance with the Group Term Life Policy issued by the Contractor to the County. Further, the Contractor shall include certain plan enhancements as documented in the Plan Enhancements, which is attached and made a part of this Agreement as Exhibit 3.

2.3.

Contractor will comply with the County's Hosting and/ or Cloud Services and Security Standards (" Hosting Security Exhibit") attached and made a part of this Agreement as Exhibit 1.

2.4.

In the event of a conflict between the terms of the Contract documents, the order of precedence shall be:

1. Group Term Life Policy, specific only to those conditions governing the terms and conditions of insurance coverage being provided, and Exhibit 2, Rate Confirmation Letter
2. This PSA
3. Exhibit 1- Hosting and/or Cloud Services Security Standards

2.5.

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

2.6.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.7.

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

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:

2024 rates and plan enhancements are contained in the Group Term Policy and Rate Confirmation Letter. Consistent with its Best and Final offer portion of the Proposal, Contractor shall guarantee the same rates for five years, 2024-2028. Any annual plan enhancements will be incorporated into the Group Term Policy by Amendment.

Rates are contained in the Rate Confirmation Letter which is attached and made a part of this Agreement as Exhibit 2.

5. Contracting for Equity

5.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

5.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

5.3. Equal Employment Opportunity and Civil Rights 5.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat.

§144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of

any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

5.3.2.

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

5.3.3.

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

5.3.3.1.

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

5.3.3.2.

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

5.3.3.3.

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

5.4. Diverse Workforce Inclusion Resources

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the websites below:

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Connect is an online and in-person network dedicated

to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals.

Additional assistance is available through

askworkforcesolutions@ramseycounty.us or by calling 651-266-9890.

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

Premium payments shall be payable by the County to the Contractor as provided in the group insurance policy(ies) issued by the Contractor to the County.

6.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

6.2. Application for Payments

6.2.1.

The County shall calculate the group insurance premium owed to the Contractor consistent with Exhibit 2.

6.2.2.

The group insurance premium will be self-billed by the County, based on the County's records in a format to be separately agreed to by the parties.

6.2.3.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

6.2.4.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

6.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

6.4. Successors, Subcontracting and Assignment

6.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

6.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

6.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

6.5. Compliance With Legal Requirements

6.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

6.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

6.6. Data Practices

6.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

6.6.2.

The Contractor designates Chris Hilger as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

6.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all

County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged. Notwithstanding the foregoing, the Contractor shall be allowed to keep copies of any records, information, or data for purposes of defending its work product, as may be required by law, or pursuant to the Contractor's corporate record retention policy(ies). This right and obligations related to data security shall survive the termination of this Agreement and/or the insurance plan.

6.7. Security

6.7.1.

The Contractor shall comply with their information technology security policies which have been provided to the County. Contractor shall not degrade or downgrade information technology security policies during the term of this Agreement.

6.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA), or other applicable law or regulation, including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and, to the extent known, who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

6.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the substantially similar restrictions and conditions that apply to it with respect to such information.

6.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans. Before providing any information under this section, the parties shall agree on the disclosure or inspection process, including but not limited to the scope of the disclosure or inspection and any additional confidentiality and

privacy provisions pertaining to the information to be obtained or disclosed, including any provisions required by law. Notwithstanding anything to the contrary, the Contractor shall not be required to disclose any information or data where such disclosure would violate confidentiality, privacy, or nondisclosure requirements of either federal or state law.

6.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

6.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement. Notwithstanding the foregoing, the Contractor's obligation in this Section 6.9 will not apply to the portion or extent that an allegation or claim arises out of the County's negligence, willful misconduct, breach of this Agreement, or violation of law.

6.9. Contractor's Insurance

6.9.1.

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

6.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

6.9.3.

Commercial general liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury and advertising liability.

6.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

6.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

6.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

6.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

6.9.5. Workers' Compensation

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

6.9.6.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

6.9.7.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

6.9.8.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or

omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

6.9.9.

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

6.9.10.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

6.9.11.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

6.9.12.

Certificates shall specifically indicate if the policy is written with an admitted or non- admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

6.9.13.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

6.9.14.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

6.9.15.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

6.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor

relating to this Agreement. Notwithstanding anything to the contrary, the Contractor shall not be required to disclose any information or data where such disclosure would violate federal or state data practices law to which the Contractor is subject.

6.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

6.12. County:

Kristen Schultz, Ramsey County HR, 121 7th Place East, Suite 4000, Saint Paul, MN 55101

6.13. Contractor:

Bill Ochs, Ochs Inc, 400 Robert Street North, Suite 1880, Saint Paul, MN 55101

6.14. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

6.15. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor.

6.16. Conflict of Interest

The Contractor shall comply with all applicable conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

6.17. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

6.18. Force Majeure

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

6.19. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

6.20. Termination

6.20.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

6.20.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, thirty (30) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the thirty (30) day cure period, this Agreement shall terminate upon expiration of the cure period.

6.20.3.

The County may terminate this Agreement without cause upon giving at least sixty (60) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

6.20.4.

This Agreement shall terminate upon the termination of the group insurance policy(ies) issued by the Contractor to the County.

6.21. Interpretation of Agreement; Venue

6.21.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

6.21.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

6.22. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

6.23. Infringement

6.23.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

6.23.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinderment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

6.24. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

6.25. Alteration

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

6.26. Entire Agreement

The written Agreement, including all attachments and the underlying group insurance policy(ies) issued by the Contractor to the County, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

Sponsor: Human Resources

Meeting Date: 9/19/2023

Title: Agreement with Minnesota Life Insurance Company for
Employee Life Insurance

File Number: 2023-381

Background and Rationale:

Based on the recommendation of the Evaluation Committee, including Deloitte consulting, the Human Resources department recommends continuing with Minnesota Life Insurance Company who provided an 11% rate decrease for county paid basic life and accidental death and dismemberment (AD&D) for 2024 with a 0% rate cap guarantee for 2025, 2026, 2027 and 2028.

For employee paid optional coverages, 0% rate increases were provided with a 0% rate cap guarantee for 2025, 2026, 2027 and 2028.

Ochs Inc., the administrator for Minnesota Life Insurance Company for the Ramsey County, continues to provide excellent customer service for the county.

2024 Rate Summary

Employer paid - Basic Life and AD&D

	<u>2023 Rate</u>	<u>2024 Rate</u>
Ramsey County	\$0.146/\$1000 annual Salary	\$0.130
Other Participating Entities	\$0.174/\$1000 annual Salary	\$0.155

Employee Paid 0% increase from 2023

Optional Employee and Spouse Life

Age	Rate Per \$1000 (0% increase)
29 or less	\$ 0.040
30-34	\$ 0.050
35-39	\$ 0.060
40-44	\$ 0.100
45-49	\$ 0.140
50-54	\$ 0.220
55-59	\$ 0.380
60-64	\$ 0.520
65-69	\$ 0.810
70+	\$ 0.900

Optional Dependent Life (\$20,000) \$3.60 per dependent per month (0% increase)

Optional Employee/Spouse Accidental Death & Disability \$.025 per \$1,000 per month (0% increase)

Proposed plan enhancements include:

- Authorize increasing the optional supplemental employee life maximum from \$500,000 to \$750,000 with a \$100,000 guaranteed issue and increase the optional spouse life maximum from \$250,000 to \$500,000 with a \$50,000 guaranteed issue to help keep pace with increasing insurance needs.
- Authorize an ongoing annual enrollment opportunity whereby participating employees may increase their coverage by \$10,000/year and their participating spouse coverage by \$5,000/year up to a maximum of \$100,000 for employees and \$50,000 for spouses without Evidence of Insurability.
- Authorize expanding the Basic AD&D for enrolled Public Safety Officers by offering an additional Line of Duty Benefit at no additional cost whereby eligible public safety officers who experiences a loss of Life or injury while taking action that by rule, regulation, law or condition of employment they are obligated or authorized to perform, may be eligible for a Line of Duty payout in addition to any existing Life and AD&D benefit if it is determined that the loss occurred while taking action to reduce crime, criminal law enforcement or fire suppression, The benefit paid is 100% of their current AD&D amount, not to exceed \$100,000. Public Safety Officers are defined as Police Officers, Firefighters, Probation Officers, Corrections Officers, Public Transit Officers, Parole Officers, Judicial Officers, Volunteer Firefighters.
- Authorize a one-time opportunity during open enrollment for 2024 where employees can elect or increase supplemental life coverage without Evidence of Insurability. Employees may elect up to \$40,000 (not to exceed \$100,000 when combined with current coverage) and Spouses may elect up to \$10,000 (not to exceed \$50,000 when combined with current coverage).

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the agreement with Minnesota Life Insurance Company, 400 Robert Street North, Saint Paul, MN 55101, for employee life insurance for the period of September 20, 2023 to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and execute amendments to the agreement in accordance with the county's procurement policies and procedures provided the amounts are within the limits of available funding.

A motion to approve was made by Commissioner Ortega, seconded by Commissioner Reinhardt.
Motion passed.

Aye: - 6: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: - 1: McGuire

By: _____



Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-407

Meeting Date: 9/19/2023

Sponsor: Human Resources

Title

Insurance Benefit Terms in Collective Bargaining Agreements with all Bargaining Units and Non-Represented Classified and Unclassified Employees for the Year 2024

Recommendation

1. Approve the negotiated terms for insurance benefits in collective bargaining agreements with all Bargaining Units for Year 2024:
 - American Federation of State, County and Municipal Employees
 - Local 8 (General County)
 - Local 8 (Professional)
 - Local 8 (Public Health Registered Nurses)
 - Local 8 (Assistant County Attorneys)
 - Local 8 (Public Defenders)
 - Local 151 (Social Services, Financial Assistance Services and Health and Wellness Administrative Division)
 - Local 151 (Licenses Practical Nurses)
 - Local 151 (Workforce Solutions)
 - Local 707 (Lake Owasso Residence)
 - Local 1935 (Parks & Recreation)
 - Teamsters Local 320 - Chief Correctional Officers
 - International Union of Operating Engineers Local 49
 - Technical Employees Association
 - Law Enforcement Labor Services
 - Local 184 (Commanders)
 - Local 349 (Dispatchers)
 - Local 353 (Emergency Communications Supervisors)
 - Local 423 (Deputy Sheriff Sergeants)
 - Ramsey County Deputy Sheriff's Federation
2. Authorize the Chair and the County Manager to execute the agreements incorporating these terms into the 2022-2024 collective bargaining agreements.

Background and Rationale

Every three to five years, the county issues a solicitation for medical insurance in compliance with state law and to ensure the best options are provided to employees while managing costs. The current five-year contract for medical insurance ends December 31, 2023. The county provides medical and dental insurance to approximately 8,000 employees, retirees, spouses, and children annually, and the premium contributions for medical and dental insurance are negotiated with its labor partners.

Human Resources issued a competitive solicitation for medical and dental insurance plans for eligible

employees and retirees under 65 (Early Retirees) for plan year beginning January 1, 2024 for up to five years. In anticipation, the Joint Insurance Labor Management Committee for Insurance established goals as follows:

- Offer competitive, equitable benefits to attract and retain employees.
- Provide additional plan and enrollment tier choices with meaningful premium differences.
- Provide a high deductible with Health Savings Account (HSA) plan option.
- Better incentivize wellness activities and health outcomes.
- Manage cost and viability in the long term and keep pace with inflation.
- Align with the county's strategic priorities for racial equity.

The Joint Insurance Labor Management Committee met thirteen times throughout the solicitation process, including participation in medical and dental vendor presentations. Labor Relations erroneously did not seek consensus from the Joint Insurance Labor Management Committee before the county made its final selection of medical and dental vendors. As an effort to rectify the misstep, the Joint Insurance Labor Management Committee met on July 19, 2023 to review final vendor bids, including rates. The Joint Insurance Labor Management Committee engaged the consensus process relative to the employer's selected medical and dental providers. The result was all labor groups choosing to abstain from taking a position on the employer selected medical and dental vendors. This was communicated in part for some as a neutral position on the selected vendors and one group made clear the abstention was not a neutral position, instead it was a position based on insufficient information.

The parties worked collaboratively throughout the entire solicitation process which had been modernized from prior years and was far more robust in its engagement with solicitors. While consensus may not have been reached between the parties, there was greater information sharing in advance and throughout the solicitation process with labor than prior years.

All 2022-2024 collective bargaining agreements include a provision to reopen and negotiate the medical and dental premiums in the applicable insurance article due to the December 31, 2023 expiration of the current medical and dental provider contracts. These bargaining units represent approximately 2,672 employees (approximately 63% of the county workforce).

Tentative agreements were reached on August 3, 2023 with Teamster Local 320 bargaining unit and August 15, 2023 for the American Federation of State, County and Municipal Employees, International Union of Operating Engineers Local 49, Law Enforcement Labor Services, Technical Employees Association, and Ramsey County Deputy Sheriff's Federation bargaining units as listed above. The tentative agreements address the medical and dental premium contributions for active employees and subsequently impacts the retiree contributions. Each unit has engaged their respective member ratification process resulting in approvals of the tentative agreement.

The Ramsey County Board of Commissioners has historically maintained comparable benefit policies between represented and non-represented employees. It is recommended that benefit changes for non-represented employees be consistent with the proposed tentative agreements with the labor groups for benefit year 2024. There are approximately 1,101 non-represented employees, comprising approximately 26% of the workforce.

The negotiated insurance terms for benefit year 2024 require Ramsey County Board approval. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process. Although the challenges were significant, the proposed settlement agreement reflects the interests of both union and the county while honoring the fiscal limitation expressed by the Ramsey County Board.

County Goals (Check those advanced by Action)

☒ Well-being☒ Prosperity☐ Opportunity☐ Accountability**Racial Equity Impact**

With approximately 4,210 employees employed by Ramsey County, 40% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 63%. Non-represented employees comprise 26% of the county's workforce in the classified and unclassified service. The 21 bargaining units represent 74% of the county's workforce and span every department within the county and serve the largest number of Ramsey County residents. Collective bargaining agreements are essential to establishing equitable and consistent benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide the numerous residents facing services to the residents of Ramsey County and promote the county's vision, mission and goals.

Community Participation Level and Impact

This action is strictly operational and internal facing. The 21 bargaining units hold separate votes of their membership to ratify the agreements pursuant to each union's internal process. These agreements are the result of a traditional negotiation process in which the county and the union form teams that meet regularly to resolve identified issues using both a collaborative and productive approach.

☒ Inform☐ Consult☐ Involve☐ Collaborate☐ Empower**Fiscal Impact**

Sufficient funds are available in the proposed Ramsey County 2024-25 operating budget.

Last Previous Action

On February 1, 2022, the Ramsey County Board approved a collective bargaining agreement with the American Federation of State, County and Municipal Employees Local 8 units: General County, Professional, Public Health Registered Nurses, Local units 151 Social Services, Financial Assistance Services and Administrative Division of Health and Wellness, Licensed Practical Nurses, Workforce Solutions, Local 1935 Parks & Recreation and Local 707 Lake Owasso Residence (Resolution B2022-036).

On February 1, 2022 the Ramsey County Board approved the Salary and Benefit Changes for Non-Represented Classified and Unclassified Employees for the years 2022-24 (Resolution B2022-040).

On April 12, 2022, the Ramsey County Board approved a collective bargaining agreement with Law Enforcement Labor Services Local 353 - Emergency Communications Supervisors (Resolution B2022-096).

On April 26, 2022, the Ramsey County Board approved a collective bargaining agreement with Law Enforcement Labor Services Local 184 Commanders (Resolution B2022-109) and Local 423 - Deputy Sheriff Sergeants (Resolution B2022-110).

On May 3, 2022, the Ramsey County Board approved a collective bargaining agreement with International Union of Operating Engineers Local 49 (Resolution B2022-112).

On June 7, 2022, the Ramsey County Board approved a collective bargaining agreement with Law Enforcement Labor Services Local 349 Dispatchers (Resolution B2022-137).

On July 19, 2022, the Ramsey County Board approved a collective bargaining agreement with Local 8, Public Defenders (Resolution B2022-176).

On August 23, 2022, the Ramsey County Board approved a collective bargaining agreement with the Ramsey County Deputy Federation (Resolution B2022-204).

On September 6, 2022, the Ramsey County Board approved a collective bargaining agreement with the American Federation of State, County and Municipal Employees, Council 5, Local 8 Assistant County Attorneys (Resolution B2022-206) and Technical Employees Association (Resolution B2022-207).

On September 20, 2022, the Ramsey County Board approved a collective bargaining agreement with the Teamsters 320 Correctional Officers 1 and 2 (Resolution B2022-215) and Teamsters 320 Probation Officers (Resolution B2022-216).

On September 27, 2022, the Ramsey County Board approved a collective bargaining agreement with the Teamsters 320 Chief Correctional Officers (Resolution B2022-222).

Attachments

1. Tentative Agreement for 2024 Insurance Bargaining
2. Tentative Agreement for Teamsters 2024 Insurance Bargaining

**Insurance Bargaining for Year 2024
Tentative Agreement Reached on August 15, 2023**

1. Applicable Article Regarding Insurance – Medical Plan

- Single—
 - Effective January 1, 2024, the total premium for single coverage shall be split 95% County / 5% employee.
- Employee plus Spouse—
 - Effective January 1, 2024, the total premium for employee plus spouse coverage shall be split 82% County / 18% employee.
- Employee plus Child(ren)—
 - Effective January 1, 2024, the total premium for employee plus child(ren) coverage shall be split 82% County / 18% employee.
- Family—
 - Effective January 1, 2024, the total premium for family coverage shall be split 83% County / 17% employee.
- Healthcare Savings Account—
 - Effective January 1, 2024, the Employer shall contribute the following amount per month toward a Healthcare Savings Account (“H.S.A.”) for those employee enrolling in a High Deductible Plan:
 - Single: \$60.00 per month
 - Employee plus Spouse: \$125.00 per month
 - Employee plus Child(ren): \$125.00 per month
 - Family: \$125.00 per month

See Appendix A for estimated 2024 total monthly premium, premium percentage split between County and Employee, estimated 2024 monthly premium cost split and eligible H.S.A. contribution between County and Employee for three separate plans with four separate tiers of enrollment, including employee only, employee plus spouse, employee plus child(ren) and family coverage.

2. Applicable Article Regarding Insurance – Dental Plan

- Single—
 - Effective January 1, 2024, the total premium for single coverage shall be split 50% County / 50% employee.
- Employee plus Spouse—
 - Effective January 1, 2024, the total premium for employee plus spouse coverage shall be split 50% County / 50% employee.
- Employee plus Child(ren)—
 - Effective January 1, 2024, the total premium for employee plus child(ren) coverage shall be split 50% County / 50% employee.
- Family—
 - Effective January 1, 2024, the total premium for family coverage shall be split 55% County / 45% employee.

See Appendix B for estimated 2024 total monthly premium, premium percentage split between County and Employee, and estimated 2024 monthly premium cost split between County and Employee for two separate plans with four separate tiers of enrollment, including employee only, employee plus spouse, employee plus child(ren) and family coverage.

3. Applicable Article Regarding Insurance – Pre-Tax Cafeteria Vision Plan

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

Appendix A.

Medical - Preferred Plan						
	<u>Monthly Premium</u>	<u>ER Contribution</u>	<u>ER Contribution*</u>	<u>EE Contribution</u>	<u>EE Contribution*</u>	
EE	\$975.59	95%	\$926.81	5%	\$48.78	
EE+Spouse	\$2,048.75	82%	\$1,679.97	18%	\$368.78	
EE+kid(s)	\$2,146.31	82%	\$1,759.97	18%	\$386.34	
Family	\$3,219.46	83%	\$2,672.14	17%	\$547.32	

Medical - Broad Plan						
	<u>Monthly Premium*</u>	<u>ER Contribution</u>	<u>ER Contribution*</u>	<u>EE Contribution</u>	<u>EE Contribution*</u>	
EE	\$881.67	95%	\$837.59	5%	\$44.08	
EE+Spouse	\$1,851.51	82%	\$1,518.23	18%	\$333.28	
EE+kid(s)	\$1,939.67	82%	\$1,590.53	18%	\$349.14	
Family	\$2,909.51	83%	\$2,414.89	17%	\$494.62	

Medical - High Deductible Plan						
	<u>Monthly Premium</u>	<u>ER Contribution</u>	<u>ER Contribution*</u>	<u>EE Contribution</u>	<u>EE Contribution*</u>	<u>Monthly ER HSA Contribution</u>
EE	\$754.50	95%	\$716.78	5%	\$37.72	\$60.00
EE+Spouse	\$1,585.00	82%	\$1,299.70	18%	\$285.30	\$125.00
EE+kid(s)	\$1,660.50	82%	\$1,361.60	18%	\$298.90	\$125.00
Family	\$2,490.50	83%	\$2,067.12	17%	\$423.38	\$125.00

*Contributions have been rounded to the nearest even cent to allow for equal employee contributions semimonthly.

Note: Rates above reflect the finalized total premiums as negotiated with the vendor and outlined in the September 5, 2023 Ramsey County Board Resolution B2023-147.

Appendix B.

Dental - Open Plan					
	<u>Monthly Premium</u>	<u>ER Contribution</u>	<u>ER Contribution*</u>	<u>EE Contribution</u>	<u>EE Contribution*</u>
<i>EE</i>	\$37.57	50%	\$18.79	50%	\$18.78
<i>EE+Spouse</i>	\$61.00	50%	\$30.50	50%	\$30.50
<i>EE+kid(s)</i>	\$66.86	50%	\$33.44	50%	\$33.42
<i>Family</i>	\$112.09	55%	\$61.65	45%	\$50.44

Dental - Select Plan					
	<u>Monthly Premium</u>	<u>ER Contribution</u>	<u>ER Contribution*</u>	<u>EE Contribution</u>	<u>EE Contribution*</u>
<i>EE</i>	\$41.28	50%	\$20.64	50%	\$20.64
<i>EE+Spouse</i>	\$66.76	50%	\$33.38	50%	\$33.38
<i>EE+kid(s)</i>	\$73.72	50%	\$36.86	50%	\$36.86
<i>Family</i>	\$122.90	55%	\$67.60	45%	\$55.30

*Contributions have been rounded to the nearest even cent to allow for equal employee contributions semimonthly.

Note: Rates above reflect the finalized total premiums as negotiated with the vendor and are meant to correct the rates identified in the September 5, 2023 Ramsey County Board Resolution B2023-149.

**Teamsters Local 320—Insurance Bargaining for Year 2024
Tentative Agreement Reached on August 3, 2023**

1. Applicable Article Regarding Insurance – Medical Plan

- Single—
 - Effective January 1, 2024, the total premium for single coverage shall be split 95% County / 5% employee.
- Employee plus Spouse—
 - Effective January 1, 2024, the total premium for employee plus spouse coverage shall be split 82% County / 18% employee.
- Employee plus Child(ren)—
 - Effective January 1, 2024, the total premium for employee plus child(ren) coverage shall be split 82% County / 18% employee.
- Family—
 - Effective January 1, 2024, the total premium for family coverage shall be split 83% County / 17% employee.
- Healthcare Savings Account—
 - Effective January 1, 2024, the Employer shall contribute the following amount per month toward a Healthcare Savings Account (“H.S.A.”) for those employee enrolling in a High Deductible Plan:
 - Single: \$60.00 per month
 - Employee plus Spouse: \$125.00 per month
 - Employee plus Child(ren): \$125.00 per month
 - Family: \$125.00 per month

See Appendix A for estimated 2024 total monthly premium, premium percentage split between County and Employee, estimated 2024 monthly premium cost split and eligible H.S.A. contribution between County and Employee for three separate plans with four separate tiers of enrollment, including employee only, employee plus spouse, employee plus child(ren) and family coverage.

2. Applicable Article Regarding Insurance – Dental Plan

- Single—
 - Effective January 1, 2024, the total premium for single coverage shall be split 50% County / 50% employee.
- Employee plus Spouse—
 - Effective January 1, 2024, the total premium for employee plus spouse coverage shall be split 50% County / 50% employee.
- Employee plus Child(ren)—
 - Effective January 1, 2024, the total premium for employee plus child(ren) coverage shall be split 50% County / 50% employee.
- Family—
 - Effective January 1, 2024, the total premium for family coverage shall be split 55% County / 45% employee.

See Appendix B for estimated 2024 total monthly premium, premium percentage split between County and Employee, and estimated 2024 monthly premium cost split between County and Employee for two separate plans with four separate tiers of enrollment, including employee only, employee plus spouse, employee plus child(ren) and family coverage.

3. Applicable Article Regarding Insurance – Pre-Tax Cafeteria Vision Plan

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

Appendix A.

Medical - Preferred Plan

	<u>Monthly Premium</u>	<u>ER Contribution</u>	<u>ER Contribution*</u>	<u>EE Contribution</u>	<u>EE Contribution*</u>
EE	\$975.59	95%	\$926.81	5%	\$48.78
EE+Spouse	\$2,048.75	82%	\$1,679.97	18%	\$368.78
EE+kid(s)	\$2,146.31	82%	\$1,759.97	18%	\$386.34
Family	\$3,219.46	83%	\$2,672.14	17%	\$547.32

Medical - Broad Plan

	<u>Monthly Premium</u>	<u>ER Contribution</u>	<u>ER Contribution*</u>	<u>EE Contribution</u>	<u>EE Contribution*</u>
EE	\$881.67	95%	\$837.59	5%	\$44.08
EE+Spouse	\$1,851.51	82%	\$1,518.23	18%	\$333.28
EE+kid(s)	\$1,939.67	82%	\$1,590.53	18%	\$349.14
Family	\$2,909.51	83%	\$2,414.89	17%	\$494.62

Medical - High Deductible Plan

	<u>Monthly Premium</u>	<u>ER Contribution</u>	<u>ER Contribution*</u>	<u>EE Contribution</u>	<u>EE Contribution*</u>	<u>Monthly ER HSA Contribution</u>
EE	\$754.50	95%	\$716.78	5%	\$37.72	\$60.00
EE+Spouse	\$1,585.00	82%	\$1,299.70	18%	\$285.30	\$125.00
EE+kid(s)	\$1,660.50	82%	\$1,361.60	18%	\$298.90	\$125.00
Family	\$2,490.50	83%	\$2,067.12	17%	\$423.38	\$125.00

*Contributions have been rounded to the nearest even cent to allow for equal employee contributions semimonthly.

Note: Rates above reflect the finalized total premiums as negotiated with the vendor and outlined in the September 5, 2023 Ramsey County Board Resolution B2023-147.

Appendix B.

Dental - Open Plan					
	<u>Monthly Premium</u>	<u>ER Contribution</u>	<u>ER Contribution*</u>	<u>EE Contribution</u>	<u>EE Contribution*</u>
<i>EE</i>	\$37.57	50%	\$18.79	50%	\$18.78
<i>EE+Spouse</i>	\$61.00	50%	\$30.50	50%	\$30.50
<i>EE+kid(s)</i>	\$66.86	50%	\$33.44	50%	\$33.42
<i>Family</i>	\$112.09	55%	\$61.65	45%	\$50.44

Dental - Select Plan					
	<u>Monthly Premium</u>	<u>ER Contribution</u>	<u>ER Contribution*</u>	<u>EE Contribution</u>	<u>EE Contribution*</u>
<i>EE</i>	\$41.28	50%	\$20.64	50%	\$20.64
<i>EE+Spouse</i>	\$66.76	50%	\$33.38	50%	\$33.38
<i>EE+kid(s)</i>	\$73.72	50%	\$36.86	50%	\$36.86
<i>Family</i>	\$122.90	55%	\$67.60	45%	\$55.30

*Contributions have been rounded to the nearest even cent to allow for equal employee contributions semimonthly.

Note: Rates above reflect the finalized total premiums as negotiated with the vendor and are meant to correct the rates identified in the September 5, 2023 Ramsey County Board Resolution B2023-149.

Sponsor: Human Resources

Meeting Date: 9/19/2023

Title: Insurance Benefit Terms in Collective Bargaining Agreements with all Bargaining Units and Non-Represented Classified and Unclassified Employees for the Year 2024

File Number: 2023-407

Background and Rationale:

Every three to five years, the county issues a solicitation for medical insurance in compliance with state law and to ensure the best options are provided to employees while managing costs. The current five-year contract for medical insurance ends December 31, 2023. The county provides medical and dental insurance to approximately 8,000 employees, retirees, spouses, and children annually, and the premium contributions for medical and dental insurance are negotiated with its labor partners.

Human Resources issued a competitive solicitation for medical and dental insurance plans for eligible employees and retirees under 65 (Early Retirees) for plan year beginning January 1, 2024 for up to five years. In anticipation, the Joint Insurance Labor Management Committee for Insurance established goals as follows:

- Offer competitive, equitable benefits to attract and retain employees.
- Provide additional plan and enrollment tier choices with meaningful premium differences.
- Provide a high deductible with Health Savings Account (HSA) plan option.
- Better incentivize wellness activities and health outcomes.
- Manage cost and viability in the long term and keep pace with inflation.
- Align with the county's strategic priorities for racial equity.

The Joint Insurance Labor Management Committee met thirteen times throughout the solicitation process, including participation in medical and dental vendor presentations. Labor Relations erroneously did not seek consensus from the Joint Insurance Labor Management Committee before the county made its final selection of medical and dental vendors. As an effort to rectify the misstep, the Joint Insurance Labor Management Committee met on July 19, 2023 to review final vendor bids, including rates. The Joint Insurance Labor Management Committee engaged the consensus process relative to the employer's selected medical and dental providers. The result was all labor groups choosing to abstain from taking a position on the employer selected medical and dental vendors. This was communicated in part for some as a neutral position on the selected vendors and one group made clear the abstention was not a neutral position, instead it was a position based on insufficient information.

The parties worked collaboratively throughout the entire solicitation process which had been modernized from prior years and was far more robust in its engagement with solicitors. While consensus may not have been reached between the parties, there was greater information sharing in advance and throughout the solicitation process with labor than prior years.

All 2022-2024 collective bargaining agreements include a provision to reopen and negotiate the medical and dental premiums in the applicable insurance article due to the December 31, 2023 expiration of the current medical and dental provider contracts. These bargaining units represent

approximately 2,672 employees (approximately 63% of the county workforce).

Tentative agreements were reached on August 3, 2023 with Teamster Local 320 bargaining unit and August 15, 2023 for the American Federation of State, County and Municipal Employees, International Union of Operating Engineers Local 49, Law Enforcement Labor Services, Technical Employees Association, and Ramsey County Deputy Sheriff's Federation bargaining units as listed above. The tentative agreements address the medical and dental premium contributions for active employees and subsequently impacts the retiree contributions. Each unit has engaged their respective member ratification process resulting in approvals of the tentative agreement.

The Ramsey County Board of Commissioners has historically maintained comparable benefit policies between represented and non-represented employees. It is recommended that benefit changes for non-represented employees be consistent with the proposed tentative agreements with the labor groups for benefit year 2024. There are approximately 1,101 non-represented employees, comprising approximately 26% of the workforce.

The negotiated insurance terms for benefit year 2024 require Ramsey County Board approval. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process. Although the challenges were significant, the proposed settlement agreement reflects the interests of both union and the county while honoring the fiscal limitation expressed by the Ramsey County Board.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the negotiated terms for insurance benefits in collective bargaining agreements with all Bargaining Units for Year 2024:
 - American Federation of State, County and Municipal Employees
 - Local 8 (General County)
 - Local 8 (Professional)
 - Local 8 (Public Health Registered Nurses)
 - Local 8 (Assistant County Attorneys)
 - Local 8 (Public Defenders)
 - Local 151 (Social Services, Financial Assistance Services and Health and Wellness Administrative Division)
 - Local 151 (Licenses Practical Nurses)
 - Local 151 (Workforce Solutions)
 - Local 707 (Lake Owasso Residence)
 - Local 1935 (Parks & Recreation)
 - Teamsters Local 320 - Chief Correctional Officers
 - International Union of Operating Engineers Local 49
 - Technical Employees Association
 - Law Enforcement Labor Services
 - Local 184 (Commanders)
 - Local 349 (Dispatchers)
 - Local 353 (Emergency Communications Supervisors)
 - Local 423 (Deputy Sheriff Sergeants)
 - Ramsey County Deputy Sheriff's Federation
2. Authorize the Chair and the County Manager to execute the agreements incorporating these terms into the 2022-2024 collective bargaining agreements.

A motion to approve was made by Commissioner Ortega, seconded by Commissioner Reinhardt.
Motion passed.

Aye: - 6: Frethem, Martinson, Moran, Ortega, Reinhardt, and Xiong

Absent: - 1: McGuire

By: 

Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-395

Meeting Date: 9/19/2023

Sponsor: Safety and Justice

Title

Presentation: Proposed Use for Legislative Funding for Public Safety

Recommendation

None. For information and discussion only.

Background and Rationale

Policy discussion regarding the use of Legislative funding for Public Safety programs and initiatives.

Attachments

1. Proposed Use of Legislative Funding for Public Safety



Proposed Use of Legislative Funding for Public Safety

Safety and Justice Service Team

9/19/2023

Agenda

- Introductions – Scott Williams, Deputy County Manager
- Bail Reform – Scott Williams, Deputy County Manager
- Non-Fatal Shooting Initiative – John Choi, County Attorney
- Adult Detention Center Phone Fees – Kyle Mestad, Undersheriff
- Sheriff Employee Assistance Program – Bob Fletcher, County Sheriff

Policy Discussion Goals

- Present and provide updates on the following programs and initiatives:
 - Bail Reform
 - Non-Fatal Shooting Initiative
 - Adult Detention Center Phone Fees
 - Sheriff Employee Assistance Program
 - Discuss required resources to support Public Safety programs and initiatives

Bail Reform

Goals of Bail Reform

- Eliminate harm to communities caused by the cash bail system while improving public safety and court appearances by:
 - Reducing reliance on cash bail
 - Emphasizing public safety first
 - Ensuring no one is held because of inability to pay
 - Reducing jail population
 - Increasing court appearance rate
 - Engaging community members

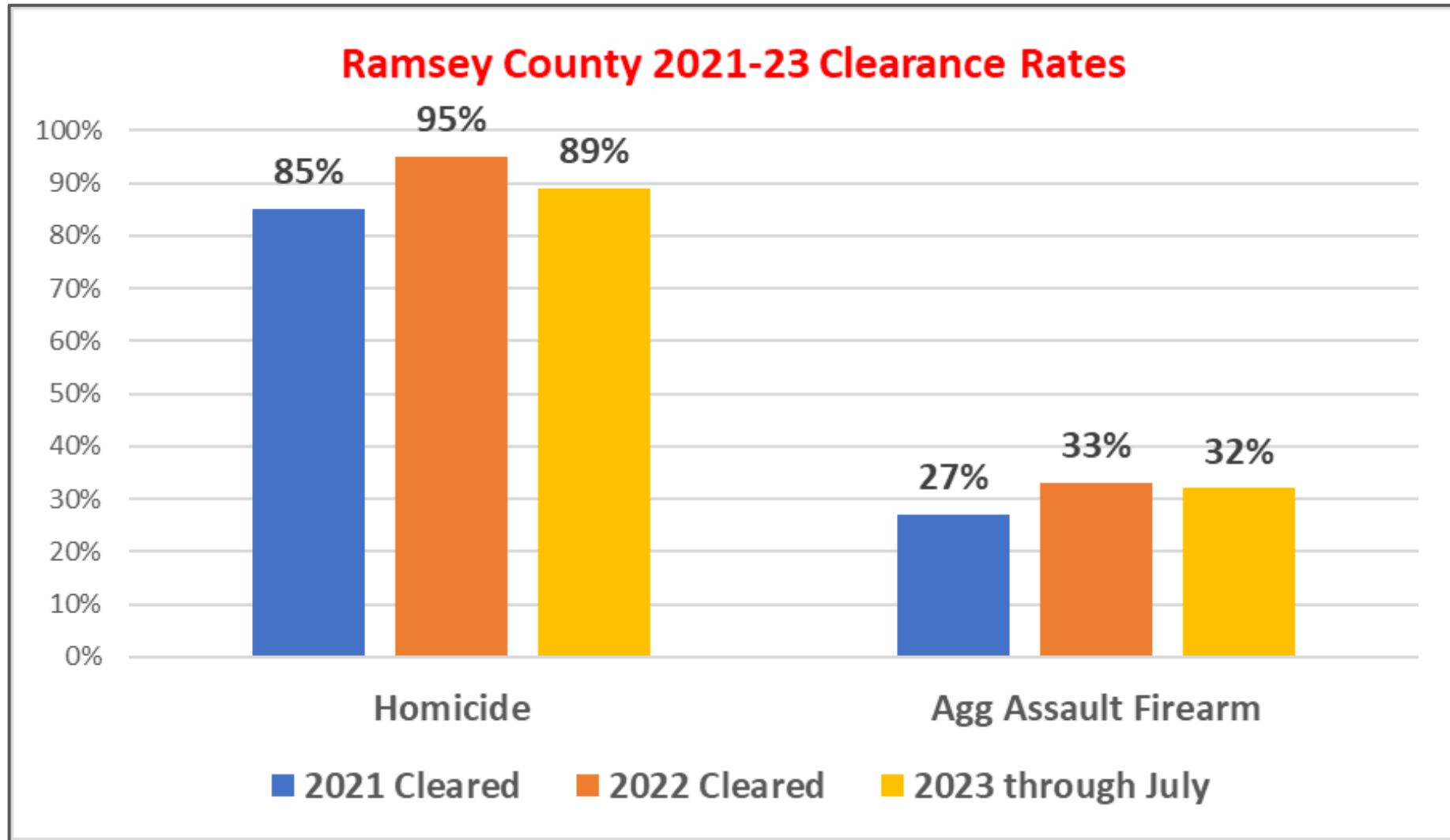
Bail Reform

- **Community Supports**
 - Community Navigator
 - Engagement Events (Town Halls)
- **Staffing Resources**
 - 1 FTE Office of Safety and Justice (2 Years)
 - 1 FTE Sheriff's Office (4 Years)
- **Website Development and Maintenance**
 - Bail Reform Data support
 - Adult Detention Center web base Jail Roster development
 - Pre-charge Dashboard

Total Cost Over 4 Years - \$2,030,000

Non-Fatal Shooting Initiative

Non-Fatal Shooting Initiative



Non-Fatal Shooting Initiative

- Local Law Enforcement Investigation Costs (one time)
- Sheriff Investigator (4 years)
- Victim Witness Safety Fund (4 years)
- Continued Expedited Forensic Weapons Testing (2 years)

Total Cost Over 4 Years - \$1,770,000

Adult Detention Center Phone Fees

Adult Detention Center Phone Calling

- While in-custody at any detention or correctional facility in Minnesota, individuals must be provided access to a telephone during the admission process and to “maintain contact with family members or significant others” (Minn. R. 2911.3400).
- A correctional phone calling service supports:
 - Correctional staff by automating the management of phone calls so that staff can focus on direct services
 - Individuals in-custody by providing reliable communication to maintain family and community connections
 - Community by offering reliable communication to maintain connections with residents in-custody

Phone Calling Fees

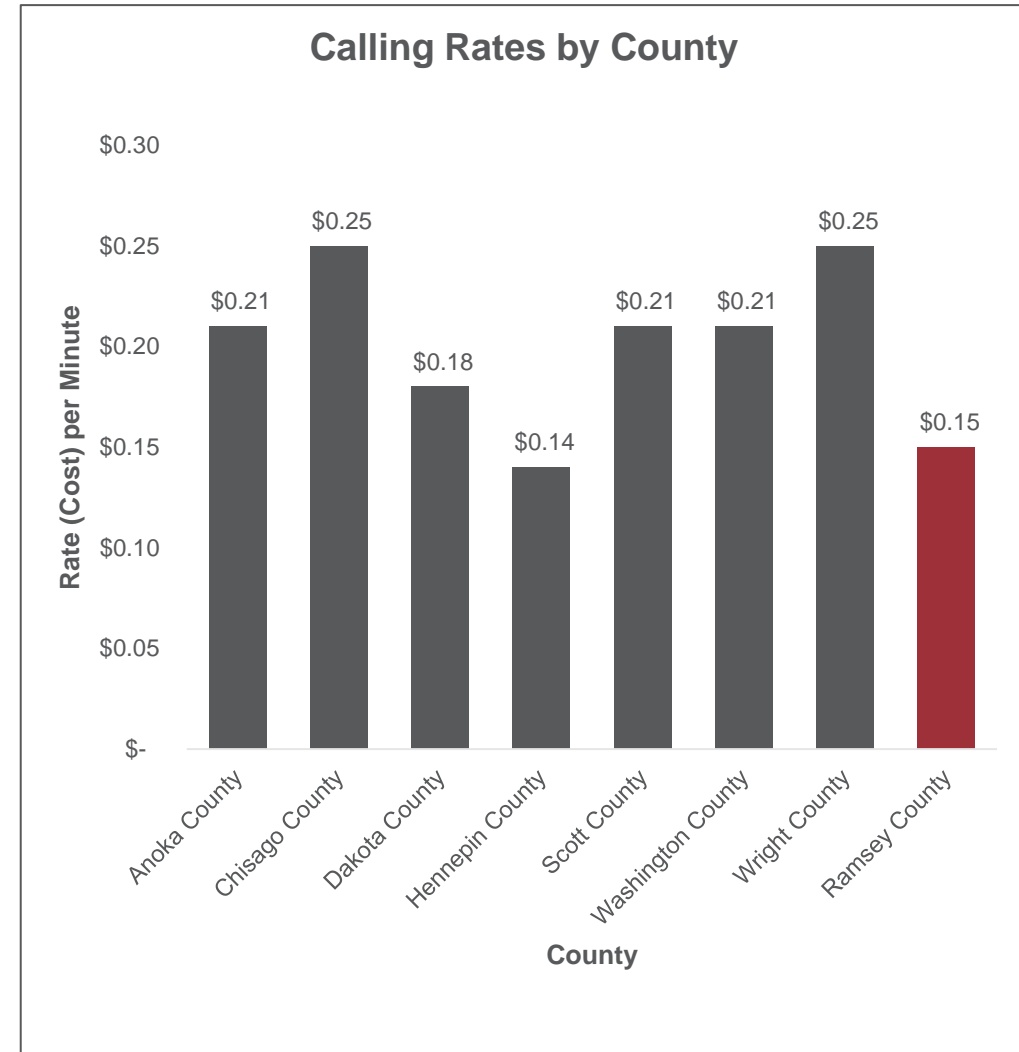
- At the Ramsey County Adult Detention Center:
 - Access to phone calling services is provided
 - A contractor provides phone calling services
 - The contractor charges a fee for phone calling services, which covers the cost of providing the service and generates revenue that helps to offset the costs of providing detention services
 - Revenue (three year average) is approximately \$300,000 per year
 - Three (3) free 5-minute phone calls are provided
 - No fee is charged for privileged calls (attorneys)
 - No fee for enrolled professionals (probation, social workers, etc.)

Phone Calling History

- A PFM study recommended to “reduce use of criminal fines and fees”
- In December 2019, the County Board approved a new contract for phone calling with reduced fees negotiated by the Sheriff’s Office
- The contract is currently a rate of \$0.15 per minute which resulted in a 33% reduction for local calls and a 79% reduction for instate long calls (for 10 minute calls)
- The current vendor is Securus Technologies and the contract expires on December 17, 2024
- The contract allows for amendments and changes to rates

Rate Comparison

- It is a common practice to charge for phone calls, including collecting revenue (emerging is reduced or no fees)
- Ramsey County rates were already reduced in 2019
- A broader conversations about phone calling rates is planned as part of a board workshop



Implementation of Reduced Rates

- There are a range of options for phone calling rates:
 - No charges for phone calling
 - Reduced rates plus two free calls per week for everyone
 - Reduced rates with no free calls
- There are budget and staffing considerations
 - Revenue loss, paying for services, and addressing staffing needs
- Reduced rates will increase demand and use, requiring Correctional Officer supervision to ensure safety and security
- Explore adding tablets to increase programming opportunities and access to calling friends and family (helps with staffing, privacy, etc.)

Total Cost Over 4 Years - \$1,600,000

Sheriff Employee Assistance Program

Sheriff's Office Employee Assistance Program

- Over the course of a career (or sometimes even a single shift), Sheriff's Office employees may be exposed to more trauma and human suffering than most people will experience in a lifetime
- First responders, like others, can often experience post-traumatic stress disorder (PTSD), chemical and alcohol abuse, relationship concerns, workplace pressures, depression, anxiety, etc
- Everyone (sworn, correctional, professional, clerical, and volunteers) is encouraged to connect with confidential mental and behavioral health professionals

Sheriff's Office Employee Assistance Program

- Employee health and well-being services – including access to providers who specialize in services to law enforcement and corrections exposed to significant, traumatic, and critical incidents – is necessary
- Currently, there are two contracts with confidential mental and behavioral health service providers who specialize in law enforcement and public safety (costs covered by Office of Safety & Justice)
- Services include counseling (three to six sessions per year per employee, transition to health insurance), critical incident debriefing, employee in-service training, 24/7 support, etc

Sheriff's Office Employee Assistance Program

- With the proposed funding, the Employee Assistance Program can be expanded and offer services such as:
 - More in-depth services offered to all employees
 - A peer support network, including an early intervention component
 - A continuum of care model that promotes mental health “from hiring to retiring”
 - On-boarding and off-boarding resources, support, and referral
 - “Roll call” check-ins and service offerings
 - Employee wellness mobile app
 - Family support

Total Cost Over 4 Years - \$600,000

Review

Total Use of Legislative Funds

Bail Reform	2024	2025	2026	2027	Totals
Community Supports	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 1,000,000
Staffing Resources	\$ 250,000	\$ 250,000	\$ 125,000	\$ 125,000	\$ 750,000
Website Development and Maintenance	\$ 200,000	\$ 50,000	\$ 15,000	\$ 15,000	\$ 280,000
Total	\$ 700,000	\$ 550,000	\$ 390,000	\$ 390,000	\$ 2,030,000
Non-Fatal Shooting Initiative					
Local Law Enforcement Investigation Costs	\$ 200,000	\$ -			\$ 200,000
Victim/Witness Safety Fund	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 800,000
Expedited Forensic Weapon Testing	\$ 115,000	\$ 115,000			\$ 30,000
Sheriff Investigator	\$ 135,000	\$ 135,000	\$ 135,000	\$ 135,000	\$ 540,000
Total	\$ 650,000	\$ 450,000	\$ 335,000	\$ 335,000	\$ 1,770,000
Adult Detention Center Phone Fees	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 1,600,000
Employee Assistance Program for Sheriff Office	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 600,000
Grand Total	\$ 1,900,000	\$ 1,550,000	\$ 1,275,000	\$ 1,275,000	\$ 6,000,000

