



Board of Commissioners

Agenda

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

August 9, 2022 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of August 9, 2022 is Presented for Approval** [2022-326](#)

Sponsors: County Manager's Office

Approve the agenda of August 9, 2022.

2. **Minutes from August 2, 2022 are Presented for Approval** [2022-327](#)

Sponsors: County Manager's Office

Approve the August 2, 2022 Minutes.

ADMINISTRATIVE ITEMS

3. **Detox Services Per Diem Rate Adjustments** [2022-458](#)

Sponsors: Social Services

Approve adjustments to the detox services per diem rate, from the current rate of \$258 to the proposed rate of \$395, effective upon board approval, or shortly after.

4. **Community Corrections Consolidation Project at Metro Square** [2022-412](#)

Sponsors: Community Corrections, Property Management

1. Accept and approve the Community Corrections Consolidation Project budget and financing plan in an amount up to \$1,580,000.
2. Authorize the County Manager to account for the Community Corrections Consolidation Project as a project budget in the Property Management budget.
3. Authorize the County Manager to enter into agreements, and execute change orders and amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the budget of the approved projects.

5. **Settlement Agreements in Sullivan v. Ramsey County (Court File No. 62-CV-21-651)** [2022-438](#)

Sponsors: Board of Commissioners

1. Approve the settlement agreements with Devin Sullivan, Mohamud Salad, Timothy Ivory, Anabel Herrera, Stanley Hafoka, Nathaniel Gomez-Haustein, Cedric Dodds, and Chelsea Cox relating to Sullivan v. Ramsey County, Court File No. 62-CV-21-651, totaling \$1,455,000.
2. Authorize the Chair and Chief Clerk to execute the settlement agreements.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:15 a.m. (estimated) County Board Workshop: Results-based Accountability Overview with Center for Economic Inclusion
Council Chambers - Courthouse Room 300

Advance Notice:

August 16, 2022 County board meeting – Council Chambers
August 23, 2022 County board meeting – Council Chambers
August 30, 2022 No county board meeting – 5th Tuesday
September 6, 2022 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2022-326

Meeting Date: 8/9/2022

Sponsor: County Manager's Office

Title

Agenda of August 9, 2022 is Presented for Approval

Recommendation

Approve the agenda of August 9, 2022.



Board of Commissioners

Request for Board Action

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

Item Number: 2022-327

Meeting Date: 8/9/2022

Sponsor: County Manager's Office

Title

Minutes from August 2, 2022 are Presented for Approval

Recommendation

Approve the August 2, 2022 Minutes.

Attachments

1. August 2, 2022 Minutes



Board of Commissioners

Minutes

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

August 2, 2022 - 9 a.m.

Council Chambers - Courthouse Room 300

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

ROLL CALL

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner McGuire.

1. Agenda of August 2, 2022 is Presented for Approval [2022-322](#)

Sponsors: County Manager's Office

Approve the agenda of August 2, 2022.

Motion by McDonough, seconded by Carter. Motion passed.

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

Absent: Reinhardt

2. Minutes from July 19, 2022 are Presented for Approval [2022-323](#)

Sponsors: County Manager's Office

Approve the July 19, 2022 Minutes.

Motion by Ortega, seconded by McGuire. Motion passed.

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

Absent: Reinhardt

ADMINISTRATIVE ITEMS

3. First Amendment to the Agreement with Gallagher Benefit Services for Modernization of Personnel Rules, Job Classifications and Compensation Plans [2022-406](#)

Sponsors: County Manager's Office

1. Approve the first amendment to the agreement with Gallagher Benefit Services for modernization of the personnel rules, job classifications and compensation plans for the period of August 3, 2022 through February 4, 2024 in an amount not to exceed \$135,000 and a total amount not to exceed \$1,115,000.

2. Authorize the Chair and Chief Clerk to execute the amendment.

Motion by McGuire, seconded by Carter. Motion passed.

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

Absent: Reinhardt

Resolution: B2022-179

4. Second Amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board

[2022-407](#)

Sponsors: Public Health

1. Approve the Second Amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board.
2. Authorize the Chair and Chief Clerk to execute the Second Amendment.

Motion by McGuire, seconded by Carter. Motion passed.

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

Absent: Reinhardt

Resolution: B2022-180

5. Grant Award from the Minnesota Department of Human Services for Housing Support Infrastructure

[2022-403](#)

Sponsors: Housing Stability

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services Housing and Support Services Division, Community Living Infrastructure Program in the amount of \$429,126 for capacity building and administration of the Housing Support Program.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Human Services for Housing Support Program infrastructure for the period of August 2, 2022 through March 31, 2024, in the amount of \$429,126.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by McGuire, seconded by Carter. Motion passed.

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

Absent: Reinhardt

Resolution: B2022-181

6. Revenue Agreement with Saint Paul Public Schools for Earn as You Learn Program

[2022-395](#)

Sponsors: Workforce Solutions

1. Authorize the County Manager to approve and execute a revenue agreement with Saint Paul Public Schools for Earn as You Learn Program for a total sum not to exceed \$64,800, in a form approved by the County Attorney's Office.
2. Authorize the County Manager to approve and execute amendments to renew the term of the agreement, increase funds or expand services, with all other terms and conditions remaining the same, in a form approved by the County Attorney's Office.

Motion by McGuire, seconded by Carter. Motion passed.

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

Absent: Reinhardt
Resolution: [B2022-182](#)

7. Funding for County Priorities

[2022-396](#)

Sponsors: Finance

1. Approve funding and related transfers of \$5,150,000 for the following county priorities
 - a. \$1,000,000 in a project for investigations budgeted in the Compliance and Ethics division of the County Manager's Office.
 - b. \$500,000 to replenish capital funds reallocated for operating expenses in 2021.
 - c. \$150,000 for critical county systems in Information Services.
 - d. \$500,000 for tax system software maintenance in Property Tax, Records, and Election Services.
 - e. \$2,000,000 for the Information Technology Portfolio and the Technology Governance Committee in Information Services.
 - f. \$1,000,000 to support space consolidation efforts in Community Corrections.
2. Authorize the County Manager to account for the investigations funding listed above as a project budget in the Compliance and Ethics division of the County Manger's Office.
3. Authorize the County Manager to enter into agreements, execute change orders and amendments to agreements in accordance with the county's procurement policies, provided the amounts are within the limits of funding.

Discussion can be found on archived video.

Motion by McGuire, seconded by Frethem. Motion passed.

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

Absent: Reinhardt

Resolution: [B2022-183](#)

ORDINANCE PROCEDURES

8. Proposed Property Management Department Ordinance

[2022-401](#)

Sponsors: Economic Growth and Community Investment

Adopt the Proposed Property Management Department Ordinance.

Motion by Carter, seconded by Frethem. Motion passed.

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

Absent: Reinhardt

Resolution: [B2022-184](#)

PRESENTATION

9. Presentation: RiversEdge Update

[2022-408](#)

Sponsors: Community & Economic Development

None. For information and discussion only.

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair MatasCastillo declared the meeting adjourned at 10:27 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes § 13D.05, subd. 3(c)(3) (to develop or consider offers or counteroffers for the purchase or sale of real property), the Ramsey County Board will meet in a closed meeting, which is not open to the public.

In Re RiversEdge: The property that is the subject of this meeting is located in the City of St. Paul on Kellogg Boulevard, extending west from the corner of Kellogg Boulevard and Wabasha Street. The property is commonly known as the former Ramsey County Adult Detention Center and Ramsey County West Building sites.

The Closed Meeting was called to order at 10:42 a.m. with the following members present: Commissioners Carter, Frethem, McDonough, McGuire, Ortega, and Chair MatasCastillo. Also present: Ryan O'Connor, County Manager; Kathy Hedin, Deputy County Manager - Health and Wellness Service Team; Alex Kotze, Chief Financial Officer, Finance; Johanna Berg, Deputy County Manager - Economic Growth and Community Investment Service Team; Amy Schmidt, Assistant County Attorney, Office of the Ramsey County Attorney; Kari Collins, Director, Community and Economic Development; Josh Olson, Deputy Director, Community and Economic Development; Rick Howden, Economic Development Specialist, Community and Economic Development; Martha Faust, Redevelopment Manager, Community and Economic Development; Jenny Groskopf, Enterprise Risk Manager, Finance; Jeanette Boit-Kania, Debt Manager, Finance; Jennifer O'Rourke, Director of Government Relations, County Manager's Office; and Mee Cheng, Chief Clerk - County Board, County Manager's Office. Also present was the following outside consultant, Thomas Wallrich, Cozen O'Connor.

The Board of Ramsey County Commissioners authorized the Office of the Ramsey County staff to proceed as discussed in this closed meeting.

The closed meeting was adjourned at 11:56 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2022-458

Meeting Date: 8/9/2022

Sponsor: Social Services

Title

Detox Services Per Diem Rate Adjustments

Recommendation

Approve adjustments to the detox services per diem rate, from the current rate of \$258 to the proposed rate of \$395, effective upon board approval, or shortly after.

Background and Rationale

Ramsey County has 40 detoxification beds at the Ramsey County Detoxification Center located at 402 University Avenue East in Saint Paul. This facility provides sub-acute detoxification and detoxification commitments hold services. Sub-acute detoxification services require immediate attention but may not need extremely high levels of medical care. Detoxification commitments hold services require short-term medical services on a 24-hour-a-day basis. The Detox Center is co-located with Ramsey County Urgent Care and Crisis Stabilization for adult mental health, substance use and mental health assessment services and case management services to provide a more integrated approach to health and wellness.

As part of Social Services department’s mental health & crisis suite of services, Ramsey County offers chemical health services that provide drug and alcohol assessments for Ramsey County residents and provides people who are chemically dependent treatment or connects them to other community programs.

The financial responsibility for detoxification services falls to the county in which the client is physically present when the need for professional services and/or intervention is first identified. While it is the intention of the county to recover costs through per diem rates, it is not always practical to do so. There are fixed-costs associated with managing the facility whether the county has federal or out-of-county clients. These fixed costs include building depreciation, maintenance, personnel and administrative costs. The uncompensated care reimbursement for services provided to detox patients by medically licensed providers and counties of financial responsibility create budget gaps that this action will help minimize.

As part of its revenue generation initiatives the Health and Wellness Service Team (HWST) seeks to update the per diem rate to a rate which is consistent with the rates of the surrounding counties. The current detox per diem rate is \$258 and are proposing to increase that rate to \$395. This rate change, coupled with a revision of the detox intake processes and procedures, should provide the county an opportunity to increase revenue. The Detox leadership team consulted with state officials at the Minnesota Department of Human Services and other not-for-profit entities, including participating in walk-throughs of detox programs operated by neighboring counties.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Social Services is committed to ending racial disparities occurring within its portfolio of services. This request

for board action will help generate revenue and sustain essential detox services for the community. The increase in the detox per diem rates will have no added hardship to individual clients as the fees will be billed directly to the responsible county.

As Detox staff make modifications to the intake processes, staff will continue to evaluate the impacts of existing services for future improvements.

Community Participation Level and Impact

There was no direct community engagement with residents. However, Detox leadership consulted with the Minnesota Department of Human Services and neighboring counties.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Over the past year, one of HWST’s focus was on reviewing revenue generation in various programs. Based on that review, HWST is recommending an increase to the detox per diem fee from \$258 to \$395. The current rates are out of line with neighboring counties and the increase is supported by the Minnesota Department of Human Services. Currently, HWST is only billing those from Dakota, Anoka and Washington counties. This recommendation would apply to all counties, while also bringing the rate in line with the market. Revenue generated from this change will off-set operational costs in the Detox area. Last year a total amount of \$205,270 was collected from these fees. It is anticipated that the change will significantly increase revenues and will be reflected in future budgets.

Below is a breakdown of service per diem rate for a detox operation such as Ramsey County with a hospital setting.

<u>Treatment Setting Descriptions- Hospital</u>	<u>Addiction Only Basic Rate</u>	<u>Co-occurring</u>	<u>Special Populations</u>
Inpatient Per Diem Rates	\$306	+ \$18.36	+ \$9.18
Room and Board Rates	\$55.17	N/A	N/A
Transportation Rates	\$6.76	N/A	N/A

Last Previous Action

On December 21, 2021, the Ramsey County Board approved the 2022-2023 Ramsey County operating budget, which included the rate setting for detox services (Resolution B2022-293).

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2022-412

Meeting Date: 8/9/2022

Sponsor: Property Management & Community Corrections

Title

Community Corrections Consolidation Project at Metro Square

Recommendation

1. Accept and approve the Community Corrections Consolidation Project budget and financing plan in an amount up to \$1,580,000.
2. Authorize the County Manager to account for the Community Corrections Consolidation Project as a project budget in the Property Management budget.
3. Authorize the County Manager to enter into agreements, and execute change orders and amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the budget of the approved projects.

Background and Rationale

Community Corrections currently occupies approximately 38,980 square feet on the first floor of Metro Square and is seeking to remodel a portion of the suite. The remodel will not only align with the current Flexible Work Policy and Workplace Standards but will also enhance service delivery at this location. The remodel plan would create secure resident meeting spaces near the suite's lobby, as well as add flexible staff workspaces. The remodel will result in a space reduction of approximately 9,045 square feet.

This project is consistent with overall planning for Metro Square to provide resident-facing services on the first and second floors. With this remodel, the entrance to Jackson Street will be reopened for public access to Metro Square, which will allow for a better experience when visiting the facility. Additionally, the remodel project scope includes select modifications to the office layout to meet current standards, along with updated finishing and new furniture.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The full extent of the racial equity impact is unknown. However, the creation of modern, safe and welcoming spaces is one important aspect of ensuring that Ramsey County is an organization that is always focused on excellence in support of its racially diverse staff and leaders and in service to the racially diverse community that the county serves. Although Community Corrections field agents are doing more supervision in the community to meet the financial, emotional and physical needs of its clients, there are clients that require supervision meetings in a secure setting such as will exist at Metro Square.

Community Participation Level and Impact

There is no community participation associated with this action, but the Community Corrections Consolidation Project will create a space that enables Community Corrections to better meet the needs of Ramsey County residents via improved resident-facing services at Metro Square.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

The estimated \$1,580,000 project cost will be funded by \$580,000 of Community Corrections operating budget for capital appropriations from budget years 2019, 2020, 2021 and 2022. The additional \$1,000,000 will come from the county's general fund per the August 2, 2022 Ramsey County Board Resolution B2022-183.

Last Previous Action

On August 2, 2022, the Ramsey County Board of Commissioners approved the allocation of \$1,000,000 in funding from the Finance department to Community Corrections Consolidation Project (Resolution B2022-183).

Attachments

1. Project Budget and Financing Plan

**Estimated Project Budget and Financing Plan
Community Corrections Metro Square Consolidation Project**

Project Budget 08/2/2022

		<u>Estimated Costs</u>	
1. Land Acquisition			
Cost Including Fees		\$ -	
	Sub-total		\$ -
2. Construction Costs			
General: select plan modifications with new doors, walls, carpet, painting		\$ 500,000	
	Sub-total		\$ 500,000
3. Design Costs			
DLR (Programming and Construction Documents)*		-	
	Sub-total		\$ -
4. Furniture, Fixtures and Equipment			
Furniture Move and Demo*		-	
New Furniture & Installation		\$ 600,000	
Existing Office Furniture Reconfiguration		\$ 50,000	
Signage		\$ 8,200	
	Sub-total		\$ 658,200
5. Technology			
Data/Sound Masking Adjustments		\$ 75,000	
Card Readers & Security Cameras		\$ 50,000	
	Sub-total		\$ 125,000
6. Administration and Other Costs			
Specialty Testing/Inspections		\$ -	
Permits - Included in Const.		\$ -	
Moving/Storage Costs		\$ -	
Specialty Consultants		\$ -	
	Sub-total		\$ -
7. Sub- total of Lines 1-6			\$ 1,283,200
8. Project Contingency			
		\$ 186,620	
	Sub-total		\$ 186,620
9. Project Management Fee - 3% of Line 7.			
		\$ 38,480	
	Sub-total		\$ 38,480
	Sub-total		\$ 1,508,300
Property Management*			\$ -
IS Technology			\$ 71,700
			\$ 1,580,000

Financing Plan

**Community Corrections operating budget for
capital appropriations from Budget Years 2019,
2020, 2021 and 2022**

Finance

\$ 580,000
\$ 1,000,000
<u>\$ 1,580,000</u>

*Design and moving/demo costs of \$100,000 funded from Space Consolidation Project.

Item Number: 2022-438

Meeting Date: 8/9/2022

Sponsor: Board of Commissioners

Title

Settlement Agreements in Sullivan v. Ramsey County (Court File No. 62-CV-21-651)

Recommendation

1. Approve the settlement agreements with Devin Sullivan, Mohamud Salad, Timothy Ivory, Anabel Herrera, Stanley Hafoka, Nathaniel Gomez-Haustein, Cedric Dodds, and Chelsea Cox relating to Sullivan v. Ramsey County, Court File No. 62-CV-21-651, totaling \$1,455,000.
2. Authorize the Chair and Chief Clerk to execute the settlement agreements.

Background and Rationale

On May 29, 2020, Steve Lydon, then-Superintendent of the Ramsey County Adult Detention Center, issued an order prohibiting corrections officers of color from entering the fifth floor where Derek Chauvin was being held. The order was rescinded approximately one hour later.

In June 2020, Adult Detention Center Corrections Officers Devin Sullivan, Mohamud Salad, Timothy Ivory, Anabel Herrera, Stanley Hafoka, Nathaniel Gomez-Haustein, Cedric Dodds, and Chelsea Cox (collectively, Plaintiffs) filed charges of discrimination with the Minnesota Department of Human Rights (MDHR) alleging race and color discrimination. In late December 2020, the MDHR notified the county that it would close its files because the officers planned to file their own lawsuit.

Plaintiffs then filed their district-court complaint against the county in February 2021. The complaint alleged multiple violations of the Minnesota Human Rights Act (MHRA), including race and color discrimination and hostile environment. Subsequently, three plaintiffs, Devin Sullivan, Stanley Hafoka, and Nathaniel Gomez-Haustein, added reprisal claims under the MHRA. Plaintiffs sought attorneys' fees, costs, emotional-distress damages, and punitive damages. Some of the plaintiffs additionally alleged loss of income.

The parties participated in mediation of the matter on May 11, 2022, and July 15, 2022. At the July 15 mediation, the parties agreed to settle the lawsuit, pending approval by the Ramsey County Board. The settlement provides payment of \$1,455,000 with the following sums allocated to individual plaintiffs for damages, attorneys' fees, and costs:

- Devin Sullivan: \$250,625.
- Mohamud Salad: \$175,625.
- Timothy Ivory: \$175,625.
- Anabel Herrera: \$175,625.
- Stanley Hafoka: \$250,625.
- Nathaniel Gomez-Haustein: \$75,625.
- Cedric Dodds: \$175,625.
- Chelsea Cox: \$175,625.

The settlement also provides that the county will issue a written statement and apology acknowledging that the May 29, 2020, order was discriminatory and wrong. The settlement disclaims liability by the county and

provides for full dismissal of the lawsuit and full release of Plaintiffs' past and pending claims against the county.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The Plaintiffs alleged multiple violations of the Minnesota Human Rights Act, including race and color discrimination and hostile environment. The settlement includes a provision that the county will issue a written statement and apology acknowledging that the May 29, 2020, order was discriminatory and wrong.

Community Participation Level and Impact

Settlement agreements do not require community participation.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The county is self-insured, and the settlement agreement will be paid out of the county's tort liability fund.

Last Previous Action

On June 14, 2022, and July 12, 2022, the Ramsey County Board met in closed meetings to receive advice from and provide direction to outside counsel and the County Attorney's Office.

Attachments

1. Devin Sullivan - Settlement Agreement
2. Mohamud Salad - Settlement Agreement
3. Timothy Ivory - Settlement Agreement
4. Anabel Herrera - Settlement Agreement
5. Stanley Hafoka - Settlement Agreement
6. Nathaniel Gomez-Haustein - Settlement Agreement
7. Cedric Dodds - Settlement Agreement
8. Chelsea Cox - Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims, (“the Agreement”), is made and entered into between Devin Sullivan (“Sullivan”) and Ramsey County (“the County”) (collectively “the Parties”). The purpose of the Agreement is to resolve all pending litigation, claims, and disputes relating in any way to Sullivan’s employment with the County.

1. Recitals

Sullivan filed a discrimination charge against the County with the Minnesota Department of Human Rights (MDHR) and Equal Employment Opportunity Commission (EEOC), *Sullivan v. County of Ramsey*, MDHR Charge No. 71644, and subsequently commenced with seven other Plaintiffs a civil action in the Second Judicial District against the County, *Devin Sullivan et al. v. County of Ramsey*, No. 62-CV-21-651, asserting claims arising out of his employment with the County (“the Matter”). To avoid the risks, uncertainty, and costs associated with litigation, the Parties have agreed to compromise and settle this dispute and end the litigation. The County has denied and continues to deny liability.

2. Consideration

In consideration of the above and the payment and promises set forth herein the parties agree as follows:

- A. Provided that Sullivan signs the Agreement by the last day of the consideration period set forth in paragraph 6 below and does not rescind the Agreement pursuant to paragraph 6 below, the County will pay to Sullivan and his counsel the total sum of \$250,625, divided into three checks as follows:
- 1) A payment to “Nichols Kaster, PLLP” in the amount of \$111,526.23 as and for claimed attorneys’ fees and costs for which an IRS Form 1099-MISC (Box 3) will be issued to Nichols Kaster, PLLP.
 - 2) A payment to “Devin Sullivan” in the amount of \$34,774.69 as and for claimed lost wages for which an IRS Form W-2 will be issued to Sullivan.
 - 3) A payment to “Devin Sullivan” in the amount of \$104,324.08 as and for claimed emotional distress for which an IRS Form 1099-MISC (Box 3) will be issued to Sullivan.

The three checks will be delivered to Sullivan’s counsel, within ten (10) business days following the date this Agreement is approved by the County Board, to the following address:

Nichols Kaster, PLLP
4700 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

- B. The County will pay mediator Sheila Engelmeier's fees and costs incurred in connection with the Matter.
- C. In response to inquiries from prospective employers, the County will provide only dates of employment, position held, and any other public information requested, as required by the Minnesota Government Data Practices Act, Minn. Stat. chapter 13 *et seq.* and will provide requested information in accordance with Minn. Stat. § 626.87 and other applicable law.
- D. As set forth more fully below, Sullivan agrees to waive all known and unknown charges, claims, causes of action, appeals, grievances, and complaints, which were raised or could have been raised in connection with his employment by the County as of the date of this Agreement. Sullivan will take all necessary steps to cause any pending charges, claims, causes of action, appeals, grievances, and complaints to be withdrawn and dismissed with prejudice. Specifically, within five (5) business days following his counsel's receipt of the payments described in paragraph 2.A above, Sullivan's counsel will file with the district court a stipulation of dismissal of the Matter. Following execution of this Agreement, Sullivan agrees to execute any documents and provide information necessary to effectuate the settlement and issuance of a settlement check.
- E. Sullivan agrees that payment of the amount above constitutes full and final settlement of all claims and fully satisfies all monetary obligations related to this Matter, including claims for attorney fees, costs, or disbursements.

3. Release of All Claims

Sullivan hereby knowingly, voluntarily, irrevocably, and unconditionally waives and releases the County, its past and present employees, elected officials, representatives and agents from any and all claims, controversies, causes of action, damages, costs, attorney fees, or liabilities of any nature, known and unknown, related in any way to his employment with the County, including but not limited to claims existing at any time up to and including the date of this Agreement.

The foregoing specifically includes, but is not limited to, any claims under the Minnesota Human Rights Act; civil rights laws enforced by the Equal Employment Opportunity

Commission (EEOC), which includes the Age Discrimination in Employment Act (ADEA), Title VII, Americans with Disability Act (ADA), Older Worker's Benefits Protection Act (OWBPA), the Equal Pay Act (EPA); the Fair Labor Standards Act (FLSA), the Veteran's Preference Act, and each of these laws as amended; Sections 1981 and 1983 of the Civil Rights Act of 1866 and all other federal, state, and local civil rights laws; any other claim for unlawful employment practices, whistleblower claims, retaliation, whether legal or equitable; and any claim or right or entitlement under the Ramsey County Personnel Act, Minn. Stat. § 383A.281, *et seq.*, the Ramsey County Personnel Rules, the Ramsey County Benefits Policies and any and all applicable collective bargaining agreements. Sullivan waives the right to receive monetary damages or other legal or equitable relief awarded by or to any governmental agency related to any such claim or charge. Sullivan does not waive or release any claim for earned retirement or pension benefits, or his pending claim for workers' compensation benefits (no. WC2022012598).

Sullivan acknowledges, understands, and agrees he is releasing in the Agreement all claims that have arisen through the date of his signature below.

4. Sullivan's Ability to Execute Agreement and Receive Payment

Sullivan expressly represents and warrants he is able to execute this Agreement and is not a party to any bankruptcy proceeding before any court. Sullivan further expressly represents and warrants that to the best of his knowledge no person, firm, corporation, governmental entity, or other entity has any right to proceed by way of subrogation, enforcement of a lien, or otherwise against the County.

Sullivan represents and agrees he is not a Medicare beneficiary and he is not currently receiving, has not received in the past, will not receive as of the time of payment under the Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Sullivan will indemnify and hold harmless the County from Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorney fees, and Sullivan further agrees to waive any and all private causes of action for damages.

Sullivan hereby agrees to indemnify and hold harmless the County from any liability whatsoever to any person, firm, or corporation beyond the consideration already paid as a part of the Agreement, including, without limitation, liability for claims of negligence, constitutional claims, breach of contract, fraud, misrepresentation, strict liability and/or breach of express or implied warranty and/or actions for enforcement of any liens including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare payments, medical assistance claim, or otherwise, which may now exist or thereafter arise. It is agreed all liens and any statutory obligations will be satisfied by the proceeds of the settlement.

5. Other Agreements

- A. The parties understand and agree that the term “the County”, as used in the Agreement includes Ramsey County and all of its departments, facilities, agencies, and past and present elected officials, employees, representatives, insurers, and legal counsel.
- B. The Agreement shall not be effective unless and until it and all similar settlement agreements with the other seven Plaintiffs in the Matter are approved by the County’s Board of Commissioners and are not rescinded pursuant to Paragraph 6 below.
- C. Sullivan agrees the Agreement binds him and also binds his heirs, executors, administrators, assigns, agents, partners, and successors in interest. Sullivan represents that no right, claim, or cause of action covered by the Agreement has been assigned or given to someone else, nor are any attorney fees owed to any counsel for which the County is liable.
- D. Sullivan agrees the Agreement is not an admission by the County of any violation of Sullivan’s rights, any statutory violation, or of any liability whatsoever and that the County has and continues to deny any liability whatsoever. The County will issue a written statement and apology acknowledging that the May 29, 2020 order by ADC Superintendent Lydon was discriminatory and wrong.
- E. Data concerning Sullivan shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act and other applicable law.
- F. Sullivan agrees that he is responsible for all tax consequences associated with the payments described in paragraph 2.A(2) above and agrees to indemnify and hold harmless the County from any and all actions against it by any taxing authorities as a result of tax characterization and treatment of the payments.
- G. Sullivan specifically acknowledges and affirms that the Agreement supersedes and replaces any rights or protections he may have under any Ramsey County Personnel Rules, Ramsey County Benefits Policies, Ramsey County Board Resolutions, or any other County pronouncement, directive, or ordinance. The Agreement contains the entire understanding between the County and Sullivan.
- H. Sullivan also represents that he has suffered no unreported workplace injuries and has not been denied leave under the Family and Medical Leave Act (FMLA).

- I. The invalidity or partial invalidity of any portion of the Agreement shall not invalidate the remainder thereof and said remainder shall remain in full force and effect. Moreover, if one or more of the provisions contained in the Agreement shall, for any reason, be held to be excessively broad as to scope, activity, subject, or otherwise, so as to be unenforceable, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with then applicable law. To the extent that any claim is ultimately determined to be not waivable, Sullivan agrees that the consideration paid as part of the Agreement upholds the validity of the waiver of all remaining claims.
- J. Sullivan represents and certifies that he: (a) has read the Agreement carefully; (b) understands its provisions; (c) has been advised of his right to consult counsel and in fact is represented by counsel; (d) has not been influenced to sign the Agreement by any statement or representation by the County; and (e) enters into the Agreement knowingly and voluntarily with full knowledge of what it means.
- K. Sullivan hereby agrees to indemnify the County and hold it harmless as to any claim for attorney fees, costs, disbursements, and any other costs whatsoever incurred by his counsel.
- L. The parties agree the Agreement is not precedential and may not be offered or received into evidence in any proceeding except to enforce its terms.
- M. Sullivan and the County acknowledge and agree that in the event of a material breach or threatened breach, the aggrieved party shall be entitled to appropriate injunctive relief and may be entitled to recover its reasonable costs and attorney fees.
- N. Agreement shall be governed by Minnesota law. The courts of the State of Minnesota, either federal or state, shall have jurisdiction over, and be the proper venue for, any disputes arising out of the Agreement.
- O. This Agreement may be executed in one or more counterparts, all of which together, if they have not been modified, shall be deemed one original Agreement and shall be final and binding on the parties. In addition, signatures may be submitted via facsimile.
- P. Sullivan agrees that the drafting of the Agreement involved his attorneys and attorneys for the County and that the Agreement shall not be construed against either party as the drafter.

6. Right to Consult and Rescission Period

Sullivan is specifically advised to consult with an attorney of his choice before signing this Agreement which releases rights he has or may have under federal, state, and local law, including, but not limited, to the Age Discrimination in Employment Act (“ADEA”), the ADA, Title VII, and the Minnesota Human Rights Act. Sullivan has twenty-one (21) days to consider this Agreement and whether to sign it.

Having elected to execute this Agreement, to fulfill the promises set forth herein, and to receive the sums and benefits set forth in Paragraph 2.A above, Sullivan freely and knowingly, and after due consideration, enters into this Agreement intending to waive, settle, and release all claims he has or might have against the County.

In the event Sullivan signs this Agreement, he may revoke or rescind the agreement within seven (7) days of signing it with respect to claims under the Age Discrimination in Employment Act, and it will not become effective or enforceable until this seven-day (7) day period has expired. To effectively revoke or rescind, the revocation or rescission must be in writing and must be delivered by hand or sent by certified mail, return receipt requested, postmarked within the seven (7) day period, respectively, and properly addressed to:

Rebecca J. Krystosek
Ramsey County Attorney’s Office
121 East Seventh Place, Suite 4500
St. Paul, MN 55101

Sullivan agrees that he has had the opportunity to consult with counsel of his own choosing and that if he signs this Agreement, he did so voluntarily and without any pressure or coercion of any nature from anyone. Sullivan further agrees that any amendment to this Agreement will not extend or otherwise restart any of the time periods referred to in this Paragraph 6.

ACCEPTED AND AGREED:

Date: ~~08/02/2022~~, 2022

Date: _____, 2022

DEVIN SULLIVAN:

Devin L. Sullivan

RAMSEY COUNTY:

By: _____

Its: _____

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims, (“the Agreement”), is made and entered into between Mohamud Salad (“Salad”) and Ramsey County (“the County”) (collectively “the Parties”). The purpose of the Agreement is to resolve all pending litigation, claims, and disputes relating in any way to Salad’s employment with the County.

1. Recitals

Salad filed a discrimination charge against the County with the Minnesota Department of Human Rights (MDHR) and Equal Employment Opportunity Commission (EEOC), *Salad v. County of Ramsey*, MDHR Charge No. 71645, and subsequently commenced with seven other Plaintiffs a civil action in the Second Judicial District against the County, *Devin Sullivan et al. v. County of Ramsey*, No. 62-CV-21-651, asserting claims arising out of his employment with the County (“the Matter”). To avoid the risks, uncertainty, and costs associated with litigation, the Parties have agreed to compromise and settle this dispute and end the litigation. The County has denied and continues to deny liability.

2. Consideration

In consideration of the above and the payment and promises set forth herein the parties agree as follows:

- A. Provided that Salad signs the Agreement by the last day of the consideration period set forth in paragraph 6 below and does not rescind the Agreement pursuant to paragraph 6 below, the County will pay to Salad and his counsel the total sum of \$175,625, divided into three checks as follows:
- 1) A payment to “Nichols Kaster, PLLP” in the amount of \$76,526.25 as and for claimed attorneys’ fees and costs for which an IRS Form 1099-MISC (Box 3) will be issued to Nichols Kaster, PLLP.
 - 2) A payment to “Mohamud Salad” in the amount of \$99,098.75 as and for claimed emotional distress for which an IRS Form 1099-MISC (Box 3) will be issued to Salad.

The three checks will be delivered to Salad’s counsel, within ten (10) business days following the date this Agreement is approved by the County Board, to the following address:

Nichols Kaster, PLLP
4700 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

- B. The County will pay mediator Sheila Engelmeier's fees and costs incurred in connection with the Matter.
- C. In response to inquiries from prospective employers, the County will provide only dates of employment, position held, and any other public information requested, as required by the Minnesota Government Data Practices Act, Minn. Stat. chapter 13 *et seq.* and will provide requested information in accordance with Minn. Stat. § 626.87 and other applicable law.
- D. As set forth more fully below, Salad agrees to waive all known and unknown charges, claims, causes of action, appeals, grievances, and complaints, which were raised or could have been raised in connection with his employment by the County as of the date of this Agreement. Salad will take all necessary steps to cause any pending charges, claims, causes of action, appeals, grievances, and complaints to be withdrawn and dismissed with prejudice. Specifically, within five (5) business days following his counsel's receipt of the payments described in paragraph 2.A above, Salad's counsel will file with the district court a stipulation of dismissal of the Matter. Following execution of this Agreement, Salad agrees to execute any documents and provide information necessary to effectuate the settlement and issuance of a settlement check.
- E. Salad agrees that payment of the amount above constitutes full and final settlement of all claims and fully satisfies all monetary obligations related to this Matter, including claims for attorney fees, costs, or disbursements.
- F. By executing the Agreement, Salad acknowledges and warrants that he has previously returned all County property in his possession or control, including County-issued cellphones and other electronic devices.

3. Release of All Claims

Salad hereby knowingly, voluntarily, irrevocably, and unconditionally waives and releases the County, its past and present employees, elected officials, representatives and agents from any and all claims, controversies, causes of action, damages, costs, attorney fees, or liabilities of any nature, known and unknown, related in any way to his employment with the County, including but not limited to claims existing at any time up to and including the date of this Agreement.

The foregoing specifically includes, but is not limited to, any claims under the Minnesota Human Rights Act; civil rights laws enforced by the Equal Employment Opportunity Commission (EEOC), which includes the Age Discrimination in Employment Act (ADEA), Title VII, Americans with Disability Act (ADA), Older Worker's Benefits Protection Act (OWBPA), the Equal Pay Act (EPA); the Fair Labor Standards Act (FLSA), the Veteran's Preference Act, and each of these laws as amended; Sections 1981 and 1983 of the Civil Rights Act of 1866 and all other federal, state, and local civil rights laws; any other claim for unlawful employment practices, whistleblower claims, retaliation, whether legal or equitable; and any claim or right or entitlement under the Ramsey County Personnel Act, Minn. Stat. § 383A.281, *et seq.*, the Ramsey County Personnel Rules, the Ramsey County Benefits Policies and any and all applicable collective bargaining agreements. Salad waives the right to receive monetary damages or other legal or equitable relief awarded by or to any governmental agency related to any such claim or charge. Salad does not waive or release any claim for earned retirement or pension benefits.

Salad acknowledges, understands, and agrees he is releasing in the Agreement all claims that have arisen through the date of his signature below.

4. Salad's Ability to Execute Agreement and Receive Payment

Salad expressly represents and warrants he is able to execute this Agreement and is not a party to any bankruptcy proceeding before any court. Salad further expressly represents and warrants that to the best of his knowledge no person, firm, corporation, governmental entity, or other entity has any right to proceed by way of subrogation, enforcement of a lien, or otherwise against the County.

Salad represents and agrees he is not a Medicare beneficiary and he is not currently receiving, has not received in the past, will not receive as of the time of payment under the Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Salad will indemnify and hold harmless the County from Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorney fees, and Salad further agrees to waive any and all private causes of action for damages.

Salad hereby agrees to indemnify and hold harmless the County from any liability whatsoever to any person, firm, or corporation beyond the consideration already paid as a part of the Agreement, including, without limitation, liability for claims of negligence, constitutional claims, breach of contract, fraud, misrepresentation, strict liability and/or breach of express or implied warranty and/or actions for enforcement of any liens including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare payments, medical assistance claim, or

otherwise, which may now exist or thereafter arise. It is agreed all liens and any statutory obligations will be satisfied by the proceeds of the settlement.

5. Other Agreements

- A. The parties understand and agree that the term “the County”, as used in the Agreement includes Ramsey County and all of its departments, facilities, agencies, and past and present elected officials, employees, representatives, insurers, and legal counsel.
- B. The Agreement shall not be effective unless and until it and all similar settlement agreements with the other seven Plaintiffs in the Matter are approved by the County’s Board of Commissioners and are not rescinded pursuant to Paragraph 6 below.
- C. Salad agrees the Agreement binds him and also binds his heirs, executors, administrators, assigns, agents, partners, and successors in interest. Salad represents that no right, claim, or cause of action covered by the Agreement has been assigned or given to someone else, nor are any attorney fees owed to any counsel for which the County is liable.
- D. Salad agrees the Agreement is not an admission by the County of any violation of Salad’s rights, any statutory violation, or of any liability whatsoever and that the County has and continues to deny any liability whatsoever. The County will issue a written statement and apology acknowledging that the May 29, 2020 order by ADC Superintendent Lydon was discriminatory and wrong.
- E. Data concerning Salad shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act and other applicable law.
- F. Salad agrees that he is responsible for all tax consequences associated with the payments described in paragraph 2.A(2) above and agrees to indemnify and hold harmless the County from any and all actions against it by any taxing authorities as a result of tax characterization and treatment of the payments.
- G. Salad specifically acknowledges and affirms that the Agreement supersedes and replaces any rights or protections he may have under any Ramsey County Personnel Rules, Ramsey County Benefits Policies, Ramsey County Board Resolutions, or any other County pronouncement, directive, or ordinance. The Agreement contains the entire understanding between the County and Salad.
- H. Salad also represents that he has suffered no unreported workplace injuries and has not been denied leave under the Family and Medical Leave Act (FMLA).

- I. The invalidity or partial invalidity of any portion of the Agreement shall not invalidate the remainder thereof and said remainder shall remain in full force and effect. Moreover, if one or more of the provisions contained in the Agreement shall, for any reason, be held to be excessively broad as to scope, activity, subject, or otherwise, so as to be unenforceable, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with then applicable law. To the extent that any claim is ultimately determined to be not waivable, Salad agrees that the consideration paid as part of the Agreement upholds the validity of the waiver of all remaining claims.
- J. Salad represents and certifies that he: (a) has read the Agreement carefully; (b) understands its provisions; (c) has been advised of his right to consult counsel and in fact is represented by counsel; (d) has not been influenced to sign the Agreement by any statement or representation by the County; and (e) enters into the Agreement knowingly and voluntarily with full knowledge of what it means.
- K. Salad hereby agrees to indemnify the County and hold it harmless as to any claim for attorney fees, costs, disbursements, and any other costs whatsoever incurred by his counsel.
- L. The parties agree the Agreement is not precedential and may not be offered or received into evidence in any proceeding except to enforce its terms.
- M. Salad and the County acknowledge and agree that in the event of a material breach or threatened breach, the aggrieved party shall be entitled to appropriate injunctive relief and may be entitled to recover its reasonable costs and attorney fees.
- N. Agreement shall be governed by Minnesota law. The courts of the State of Minnesota, either federal or state, shall have jurisdiction over, and be the proper venue for, any disputes arising out of the Agreement.
- O. This Agreement may be executed in one or more counterparts, all of which together, if they have not been modified, shall be deemed one original Agreement and shall be final and binding on the parties. In addition, signatures may be submitted via facsimile.
- P. Salad agrees that the drafting of the Agreement involved his attorneys and attorneys for the County and that the Agreement shall not be construed against either party as the drafter.

6. Right to Consult and Rescission Period

Salad is specifically advised to consult with an attorney of his choice before signing this Agreement which releases rights he has or may have under federal, state, and local law, including, but not limited, to the Age Discrimination in Employment Act (“ADEA”), the ADA, Title VII, and the Minnesota Human Rights Act. Salad has twenty-one (21) days to consider this Agreement and whether to sign it.

Having elected to execute this Agreement, to fulfill the promises set forth herein, and to receive the sums and benefits set forth in Paragraph 2.A above, Salad freely and knowingly, and after due consideration, enters into this Agreement intending to waive, settle, and release all claims he has or might have against the County.

In the event Salad signs this Agreement, he may revoke or rescind the agreement within seven (7) days of signing it with respect to claims under the Age Discrimination in Employment Act, and it will not become effective or enforceable until this seven-day (7) day period has expired. To effectively revoke or rescind, the revocation or rescission must be in writing and must be delivered by hand or sent by certified mail, return receipt requested, postmarked within the seven (7) day period, respectively, and properly addressed to:

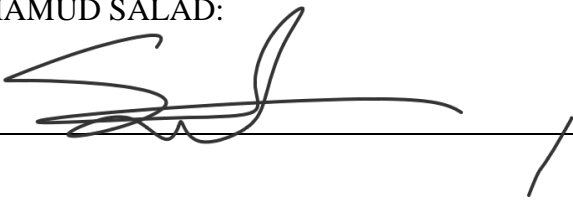
Rebecca J. Krystosek
Ramsey County Attorney’s Office
121 East Seventh Place, Suite 4500
St. Paul, MN 55101

Salad agrees that he has had the opportunity to consult with counsel of his own choosing and that if he signs this Agreement, he did so voluntarily and without any pressure or coercion of any nature from anyone. Salad further agrees that any amendment to this Agreement will not extend or otherwise restart any of the time periods referred to in this Paragraph 6.

ACCEPTED AND AGREED:

Date: 08/02/2022, 2022

MOHAMUD SALAD:



A handwritten signature in black ink, appearing to read 'Mohamud Salad', is written over a horizontal line. The signature is stylized and cursive.

Date: _____, 2022

RAMSEY COUNTY:

By: _____

Its: _____

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims, (“the Agreement”), is made and entered into between Timothy Ivory (“Ivory”) and Ramsey County (“the County”) (collectively “the Parties”). The purpose of the Agreement is to resolve all pending litigation, claims, and disputes relating in any way to Ivory’s employment with the County.

1. Recitals

Ivory filed a discrimination charge against the County with the Minnesota Department of Human Rights (MDHR) and Equal Employment Opportunity Commission (EEOC), *Ivory v. County of Ramsey*, MDHR Charge No. 71643, and subsequently commenced with seven other Plaintiffs a civil action in the Second Judicial District against the County, *Devin Sullivan et al. v. County of Ramsey*, No. 62-CV-21-651, asserting claims arising out of his employment with the County (“the Matter”). To avoid the risks, uncertainty, and costs associated with litigation, the Parties have agreed to compromise and settle this dispute and end the litigation. The County has denied and continues to deny liability.

2. Consideration

In consideration of the above and the payment and promises set forth herein the parties agree as follows:

- A. Provided that Ivory signs the Agreement by the last day of the consideration period set forth in paragraph 6 below and does not rescind the Agreement pursuant to paragraph 6 below, the County will pay to Ivory and his counsel the total sum of \$175,625, divided into two checks as follows:
- 1) A payment to “Nichols Kaster, PLLP” in the amount of \$76,526.25 as and for claimed attorneys’ fees and costs for which an IRS Form 1099-MISC (Box 3) will be issued to Nichols Kaster, PLLP.
 - 2) A payment to “Timothy Ivory” in the amount of \$99,098.75 as and for claimed emotional distress for which an IRS Form 1099-MISC (Box 3) will be issued to Ivory.

The three checks will be delivered to Ivory’s counsel, within ten (10) business days following the date this Agreement is approved by the County Board, to the following address:

Nichols Kaster, PLLP
4700 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

- B. The County will pay mediator Sheila Engelmeier's fees and costs incurred in connection with the Matter.
- C. In response to inquiries from prospective employers, the County will provide only dates of employment, position held, and any other public information requested, as required by the Minnesota Government Data Practices Act, Minn. Stat. chapter 13 *et seq.* and will provide requested information in accordance with Minn. Stat. § 626.87 and other applicable law.
- D. As set forth more fully below, Ivory agrees to waive all known and unknown charges, claims, causes of action, appeals, grievances, and complaints, which were raised or could have been raised in connection with his employment by the County as of the date of this Agreement. Ivory will take all necessary steps to cause any pending charges, claims, causes of action, appeals, grievances, and complaints to be withdrawn and dismissed with prejudice. Specifically, within five (5) business days following his counsel's receipt of the payments described in paragraph 2.A above, Ivory's counsel will file with the district court a stipulation of dismissal of the Matter. Following execution of this Agreement, Ivory agrees to execute any documents and provide information necessary to effectuate the settlement and issuance of a settlement check.
- E. Ivory agrees that payment of the amount above constitutes full and final settlement of all claims and fully satisfies all monetary obligations related to this Matter, including claims for attorney fees, costs, or disbursements.
- F. By executing the Agreement, Ivory acknowledges and warrants that he has previously returned all County property in his possession or control, including County-issued cellphones and other electronic devices.

3. Release of All Claims

Ivory hereby knowingly, voluntarily, irrevocably, and unconditionally waives and releases the County, its past and present employees, elected officials, representatives and agents from any and all claims, controversies, causes of action, damages, costs, attorney fees, or liabilities of any nature, known and unknown, related in any way to his employment with the County, including but not limited to claims existing at any time up to and including the date of this Agreement.

The foregoing specifically includes, but is not limited to, any claims under the Minnesota Human Rights Act; civil rights laws enforced by the Equal Employment Opportunity Commission (EEOC), which includes the Age Discrimination in Employment Act (ADEA), Title VII, Americans with Disability Act (ADA), Older Worker's Benefits Protection Act (OWBPA), the Equal Pay Act (EPA); the Fair Labor Standards Act (FLSA), the Veteran's Preference Act, and each of these laws as amended; Sections 1981 and 1983 of the Civil Rights Act of 1866 and all other federal, state, and local civil rights laws; any other claim for unlawful employment practices, whistleblower claims, retaliation, whether legal or equitable; and any claim or right or entitlement under the Ramsey County Personnel Act, Minn. Stat. § 383A.281, *et seq.*, the Ramsey County Personnel Rules, the Ramsey County Benefits Policies and any and all applicable collective bargaining agreements. Ivory waives the right to receive monetary damages or other legal or equitable relief awarded by or to any governmental agency related to any such claim or charge. Ivory does not waive or release any claim for earned retirement or pension benefits.

Ivory acknowledges, understands, and agrees he is releasing in the Agreement all claims that have arisen through the date of his signature below.

4. Ivory's Ability to Execute Agreement and Receive Payment

Ivory expressly represents and warrants he is able to execute this Agreement and is not a party to any bankruptcy proceeding before any court. Ivory further expressly represents and warrants that to the best of his knowledge no person, firm, corporation, governmental entity, or other entity has any right to proceed by way of subrogation, enforcement of a lien, or otherwise against the County.

Ivory represents and agrees he is not a Medicare beneficiary and he is not currently receiving, has not received in the past, will not receive as of the time of payment under the Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Ivory will indemnify and hold harmless the County from Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorney fees, and Ivory further agrees to waive any and all private causes of action for damages.

Ivory hereby agrees to indemnify and hold harmless the County from any liability whatsoever to any person, firm, or corporation beyond the consideration already paid as a part of the Agreement, including, without limitation, liability for claims of negligence, constitutional claims, breach of contract, fraud, misrepresentation, strict liability and/or breach of express or implied warranty and/or actions for enforcement of any liens including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare payments, medical assistance claim, or

otherwise, which may now exist or thereafter arise. It is agreed all liens and any statutory obligations will be satisfied by the proceeds of the settlement.

5. Other Agreements

- A. The parties understand and agree that the term “the County”, as used in the Agreement includes Ramsey County and all of its departments, facilities, agencies, and past and present elected officials, employees, representatives, insurers, and legal counsel.
- B. The Agreement shall not be effective unless and until it and all similar settlement agreements with the other seven Plaintiffs in the Matter are approved by the County’s Board of Commissioners and are not rescinded pursuant to Paragraph 6 below.
- C. Ivory agrees the Agreement binds him and also binds his heirs, executors, administrators, assigns, agents, partners, and successors in interest. Ivory represents that no right, claim, or cause of action covered by the Agreement has been assigned or given to someone else, nor are any attorney fees owed to any counsel for which the County is liable.
- D. Ivory agrees the Agreement is not an admission by the County of any violation of Ivory’s rights, any statutory violation, or of any liability whatsoever and that the County has and continues to deny any liability whatsoever. The County will issue a written statement and apology acknowledging that the May 29, 2020 order by ADC Superintendent Lydon was discriminatory and wrong.
- E. Data concerning Ivory shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act and other applicable law.
- F. Ivory agrees that he is responsible for all tax consequences associated with the payments described in paragraph 2.A(2) above and agrees to indemnify and hold harmless the County from any and all actions against it by any taxing authorities as a result of tax characterization and treatment of the payments.
- G. Ivory specifically acknowledges and affirms that the Agreement supersedes and replaces any rights or protections he may have under any Ramsey County Personnel Rules, Ramsey County Benefits Policies, Ramsey County Board Resolutions, or any other County pronouncement, directive, or ordinance. The Agreement contains the entire understanding between the County and Ivory.
- H. Ivory also represents that he has suffered no unreported workplace injuries and has not been denied leave under the Family and Medical Leave Act (FMLA).

- I. The invalidity or partial invalidity of any portion of the Agreement shall not invalidate the remainder thereof and said remainder shall remain in full force and effect. Moreover, if one or more of the provisions contained in the Agreement shall, for any reason, be held to be excessively broad as to scope, activity, subject, or otherwise, so as to be unenforceable, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with then applicable law. To the extent that any claim is ultimately determined to be not waivable, Ivory agrees that the consideration paid as part of the Agreement upholds the validity of the waiver of all remaining claims.
- J. Ivory represents and certifies that he: (a) has read the Agreement carefully; (b) understands its provisions; (c) has been advised of his right to consult counsel and in fact is represented by counsel; (d) has not been influenced to sign the Agreement by any statement or representation by the County; and (e) enters into the Agreement knowingly and voluntarily with full knowledge of what it means.
- K. Ivory hereby agrees to indemnify the County and hold it harmless as to any claim for attorney fees, costs, disbursements, and any other costs whatsoever incurred by his counsel.
- L. The parties agree the Agreement is not precedential and may not be offered or received into evidence in any proceeding except to enforce its terms.
- M. Ivory and the County acknowledge and agree that in the event of a material breach or threatened breach, the aggrieved party shall be entitled to appropriate injunctive relief and may be entitled to recover its reasonable costs and attorney fees.
- N. Agreement shall be governed by Minnesota law. The courts of the State of Minnesota, either federal or state, shall have jurisdiction over, and be the proper venue for, any disputes arising out of the Agreement.
- O. This Agreement may be executed in one or more counterparts, all of which together, if they have not been modified, shall be deemed one original Agreement and shall be final and binding on the parties. In addition, signatures may be submitted via facsimile.
- P. Ivory agrees that the drafting of the Agreement involved his attorneys and attorneys for the County and that the Agreement shall not be construed against either party as the drafter.

6. Right to Consult and Rescission Period

Ivory is specifically advised to consult with an attorney of his choice before signing this Agreement which releases rights he has or may have under federal, state, and local law, including, but not limited, to the Age Discrimination in Employment Act (“ADEA”), the ADA, Title VII, and the Minnesota Human Rights Act. Ivory has twenty-one (21) days to consider this Agreement and whether to sign it.

Having elected to execute this Agreement, to fulfill the promises set forth herein, and to receive the sums and benefits set forth in Paragraph 2.A above, Ivory freely and knowingly, and after due consideration, enters into this Agreement intending to waive, settle, and release all claims he has or might have against the County.

In the event Ivory signs this Agreement, he may revoke or rescind the agreement within seven (7) days of signing it with respect to claims under the Age Discrimination in Employment Act, and it will not become effective or enforceable until this seven-day (7) day period has expired. To effectively revoke or rescind, the revocation or rescission must be in writing and must be delivered by hand or sent by certified mail, return receipt requested, postmarked within the seven (7) day period, respectively, and properly addressed to:

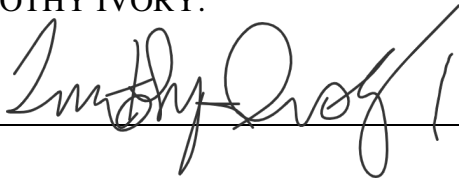
Rebecca J. Krystosek
Ramsey County Attorney’s Office
121 East Seventh Place, Suite 4500
St. Paul, MN 55101

Ivory agrees that he has had the opportunity to consult with counsel of his own choosing and that if he signs this Agreement, he did so voluntarily and without any pressure or coercion of any nature from anyone. Ivory further agrees that any amendment to this Agreement will not extend or otherwise restart any of the time periods referred to in this Paragraph 6.

ACCEPTED AND AGREED:

Date: 08/02/2022, 2022

TIMOTHY IVORY:



Date: _____, 2022

RAMSEY COUNTY:

By: _____

Its: _____

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims, (“the Agreement”), is made and entered into between Anabel Herrera (“Herrera”) and Ramsey County (“the County”) (collectively “the Parties”). The purpose of the Agreement is to resolve all pending litigation, claims, and disputes relating in any way to Herrera’s employment with the County.

1. Recitals

Herrera filed a discrimination charge against the County with the Minnesota Department of Human Rights (MDHR) and Equal Employment Opportunity Commission (EEOC), *Herrera v. County of Ramsey*, MDHR Charge No. 71642, and subsequently commenced with seven other Plaintiffs a civil action in the Second Judicial District against the County, *Devin Sullivan et al. v. County of Ramsey*, No. 62-CV-21-651, asserting claims arising out of her employment with the County (“the Matter”). To avoid the risks, uncertainty, and costs associated with litigation, the Parties have agreed to compromise and settle this dispute and end the litigation. The County has denied and continues to deny liability.

2. Consideration

In consideration of the above and the payment and promises set forth herein the parties agree as follows:

- A. Ramsey County will pay to Herrera and her counsel the total sum of \$175,625, divided into two checks as follows:
- 1) A payment to “Nichols Kaster, PLLP” in the amount of \$76,526.25 as and for claimed attorneys’ fees and costs for which an IRS Form 1099-MISC (Box 3) will be issued to Nichols Kaster, PLLP.
 - 2) A payment to “Anabel Herrera” in the amount of \$99,098.75 as and for claimed emotional distress for which an IRS Form 1099-MISC (Box 3) will be issued to Herrera.

The two checks will be delivered to Herrera’s counsel, within ten (10) business days following the date this Agreement is approved by the County Board, to the following address:

Nichols Kaster, PLLP
4700 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

- B. The County will pay mediator Sheila Engelmeier's fees and costs incurred in connection with the Matter.
- C. In response to inquiries from prospective employers, the County will provide only dates of employment, position held, and any other public information requested, as required by the Minnesota Government Data Practices Act, Minn. Stat. chapter 13 *et seq.* and will provide requested information in accordance with Minn. Stat. § 626.87 and other applicable law.
- D. As set forth more fully below Herrera agrees to waive all known and unknown charges, claims, causes of action, appeals, grievances, and complaints, which were raised or could have been raised in connection with her employment by the County as of the date of this Agreement. Herrera will take all necessary steps to cause any pending charges, claims, causes of action, appeals, grievances, and complaints to be withdrawn and dismissed with prejudice. Specifically, within five (5) business days following her counsel's receipt of the payments described in paragraph 2.A above, Herrera's counsel will file with the district court a stipulation of dismissal of the Matter. Following execution of this Agreement, Herrera agrees to execute any documents and provide information necessary to effectuate the settlement and issuance of a settlement check.
- E. Herrera agrees that payment of the amount above constitutes full and final settlement of all claims and fully satisfies all monetary obligations related to this Matter, including claims for attorney fees, costs, or disbursements.

3. Release of All Claims

Herrera hereby knowingly, voluntarily, irrevocably, and unconditionally waives and releases the County, its past and present employees, elected officials, representatives, and agents from any and all claims, controversies, causes of action, damages, costs, attorney fees, or liabilities of any nature, known and unknown, related in any way to her employment with the County, including but not limited to claims existing at any time up to and including the date of this Agreement.

The foregoing specifically includes, but is not limited to, any claims under the Minnesota Human Rights Act; civil rights laws enforced by the Equal Employment Opportunity Commission (EEOC), which includes the Age Discrimination in Employment Act (ADEA), Title VII, Americans with Disability Act (ADA), Older Worker's Benefits Protection Act (OWBPA), the Equal Pay Act (EPA); the Fair Labor Standards Act (FLSA), the Veteran's Preference Act, and each of these laws as amended; Sections 1981 and 1983 of the Civil Rights Act of 1866 and all other federal, state, and local civil rights laws; any other claim for unlawful employment practices, whistleblower claims, retaliation, whether

legal or equitable; and any claim or right or entitlement under the Ramsey County Personnel Act, Minn. Stat. § 383A.281, *et seq.*, the Ramsey County Personnel Rules, the Ramsey County Benefits Policies and any and all applicable collective bargaining agreements. Herrera waives the right to receive monetary damages or other legal or equitable relief awarded by or to any governmental agency related to any such claim or charge. Herrera does not waive or release any claim for earned retirement or pension benefits.

Herrera acknowledges, understands, and agrees she is releasing in the Agreement all claims that have arisen through the date of her signature below.

4. Herrera's Ability to Execute Agreement and Receive Payment

Herrera expressly represents and warrants she is able to execute this Agreement and is not a party to any bankruptcy proceeding before any court. Herrera further expressly represents and warrants that to the best of her knowledge no person, firm, corporation, governmental entity, or other entity has any right to proceed by way of subrogation, enforcement of a lien, or otherwise against the County.

Herrera represents and agrees she is not a Medicare beneficiary and she is not currently receiving, has not received in the past, will not receive as of the time of payment under the Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Herrera will indemnify and hold harmless the County from Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorney fees, and Herrera further agrees to waive any and all private causes of action for damages.

Herrera hereby agrees to indemnify and hold harmless the County from any liability whatsoever to any person, firm, or corporation beyond the consideration already paid as a part of the Agreement, including, without limitation, liability for claims of negligence, constitutional claims, breach of contract, fraud, misrepresentation, strict liability and/or breach of express or implied warranty and/or actions for enforcement of any liens including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare payments, medical assistance claim, or otherwise, which may now exist or thereafter arise. It is agreed all liens and any statutory obligations will be satisfied by the proceeds of the settlement.

5. Other Agreements

A. The parties understand and agree that the term “the County”, as used in the Agreement includes Ramsey County and all of its departments, facilities, agencies, and past and present elected officials, employees, representatives, insurers, and legal counsel.

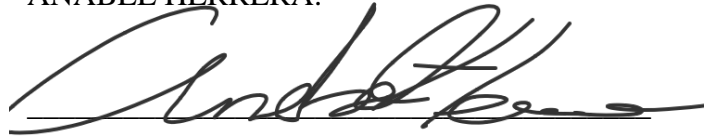
- B. The Agreement shall not be effective unless and until it and all similar settlement agreements with the other seven Plaintiffs in the Matter are approved by the County's Board of Commissioners and are not rescinded.
- C. Herrera agrees the Agreement binds her and also binds her heirs, executors, administrators, assigns, agents, partners, and successors in interest. Herrera represents that no right, claim, or cause of action covered by the Agreement has been assigned or given to someone else, nor are any attorney fees owed to any counsel for which the County is liable.
- D. Herrera agrees the Agreement is not an admission by the County of any violation of Herrera's rights, any statutory violation, or of any liability whatsoever and that the County has and continues to deny any liability whatsoever. The County will issue a written statement and apology acknowledging that the May 29, 2020 order by ADC Superintendent Lydon was discriminatory and wrong.
- E. Data concerning Herrera shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act and other applicable law.
- F. Herrera agrees that she is responsible for all tax consequences associated with the payments described in Paragraph 2.A(2) above and agrees to indemnify and hold harmless the County from any and all actions against it by any taxing authorities as a result of tax characterization and treatment of the payments.
- G. Herrera specifically acknowledges and affirms that the Agreement supersedes and replaces any rights or protections she may have under any Ramsey County Personnel Rules, Ramsey County Benefits Policies, Ramsey County Board Resolutions, or any other County pronouncement, directive, or ordinance. The Agreement contains the entire understanding between the County and Herrera.
- H. Herrera also represents that she has suffered no unreported workplace injuries and has not been denied leave under the Family and Medical Leave Act (FMLA).
- I. The invalidity or partial invalidity of any portion of the Agreement shall not invalidate the remainder thereof and said remainder shall remain in full force and effect. Moreover, if one or more of the provisions contained in the Agreement shall, for any reason, be held to be excessively broad as to scope, activity, subject, or otherwise, so as to be unenforceable, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with then applicable law. To the extent that any claim is ultimately determined to be not waivable, Herrera agrees that the consideration paid as part of the Agreement upholds the validity of the waiver of all remaining claims.

- J. Herrera represents and certifies that she: (a) has read the Agreement carefully; (b) understands its provisions; (c) has been advised of her right to consult counsel and in fact is represented by counsel; (d) has not been influenced to sign the Agreement by any statement or representation by the County; and (e) enters into the Agreement knowingly and voluntarily with full knowledge of what it means.
- K. Herrera hereby agrees to indemnify the County and hold it harmless as to any claim for attorney fees, costs, disbursements, and any other costs whatsoever incurred by her counsel.
- L. The parties agree the Agreement is not precedential and may not be offered or received into evidence in any proceeding except to enforce its terms.
- M. Herrera and the County acknowledge and agree that in the event of a material breach or threatened breach, the aggrieved party shall be entitled to appropriate injunctive relief and may be entitled to recover its reasonable costs and attorney fees.
- N. Agreement shall be governed by Minnesota law. The courts of the State of Minnesota, either federal or state, shall have jurisdiction over, and be the proper venue for, any disputes arising out of the Agreement.
- O. This Agreement may be executed in one or more counterparts, all of which together, if they have not been modified, shall be deemed one original Agreement and shall be final and binding on the parties. In addition, signatures may be submitted via facsimile.
- P. Herrera agrees that the drafting of the Agreement involved her attorneys and attorneys for the County and that the Agreement shall not be construed against either party as the drafter.

ACCEPTED AND AGREED:

Date: 08/02/2022, 2022

ANABEL HERRERA:

A handwritten signature in black ink, appearing to read 'Anabel Herrera', written over a horizontal line.

Date: _____, 2022

RAMSEY COUNTY:

By: _____

Its: _____

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims, (“the Agreement”), is made and entered into between Stanley Hafoka (“Hafoka”) and Ramsey County (“the County”) (collectively “the Parties”). The purpose of the Agreement is to resolve all pending litigation, claims, and disputes relating in any way to Hafoka’s employment with the County.

1. Recitals

Hafoka filed a discrimination charge against the County with the Minnesota Department of Human Rights (MDHR) and Equal Employment Opportunity Commission (EEOC), *Hafoka v. County of Ramsey*, MDHR Charge No. 71640, and subsequently commenced with seven other Plaintiffs a civil action in the Second Judicial District against the County, *Devin Sullivan et al. v. County of Ramsey*, No. 62-CV-21-651, asserting claims arising out of his employment with the County (“the Matter”). To avoid the risks, uncertainty, and costs associated with litigation, the Parties have agreed to compromise and settle this dispute and end the litigation. The County has denied and continues to deny liability.

2. Consideration

In consideration of the above and the payment and promises set forth herein the parties agree as follows:

- A. Provided that Hafoka signs the Agreement by the last day of the consideration period set forth in paragraph 6 below and does not rescind the Agreement pursuant to paragraph 6 below, the County will pay to Hafoka and his counsel the total sum of \$250,625, divided into three checks as follows:
- 1) A payment to “Nichols Kaster, PLLP” in the amount of \$111,526.23 as and for claimed attorneys’ fees and costs for which an IRS Form 1099-MISC (Box 3) will be issued to Nichols Kaster, PLLP.
 - 2) A payment to “Stanley Hafoka” in the amount of \$69,549.38 as and for claimed lost wages for which an IRS Form W-2 will be issued to Hafoka.
 - 3) A payment to “Stanley Hafoka” in the amount of \$69,549.39 as and for claimed emotional distress for which an IRS Form 1099-MISC (Box 3) will be issued to Hafoka.

The three checks will be delivered to Hafoka’s counsel, within ten (10) business days following the date this Agreement is approved by the County Board, to the following address:

Nichols Kaster, PLLP
4700 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

- B. The County will pay mediator Sheila Engelmeier's fees and costs incurred in connection with the Matter.
- C. In response to inquiries from prospective employers, the County will provide only dates of employment, position held, and any other public information requested, as required by the Minnesota Government Data Practices Act, Minn. Stat. chapter 13 *et seq.* and will provide requested information in accordance with Minn. Stat. § 626.87 and other applicable law.
- D. As set forth more fully below, Hafoka agrees to waive all known and unknown charges, claims, causes of action, appeals, grievances, and complaints, which were raised or could have been raised in connection with his employment by the County as of the date of this Agreement. Hafoka will take all necessary steps to cause any pending charges, claims, causes of action, appeals, grievances, and complaints to be withdrawn and dismissed with prejudice. Specifically, within five (5) business days following his counsel's receipt of the payments described in paragraph 2.A above, Hafoka's counsel will file with the district court a stipulation of dismissal of the Matter. Following execution of this Agreement, Hafoka agrees to execute any documents and provide information necessary to effectuate the settlement and issuance of a settlement check.
- E. Hafoka agrees that payment of the amount above constitutes full and final settlement of all claims and fully satisfies all monetary obligations related to this Matter, including claims for attorney fees, costs, or disbursements.
- F. By executing the Agreement, Hafoka acknowledges and warrants that he has previously returned all County property in his possession or control, including County-issued cellphones and other electronic devices.

3. Release of All Claims

Hafoka hereby knowingly, voluntarily, irrevocably, and unconditionally waives and releases the County, its past and present employees, elected officials, representatives and agents from any and all claims, controversies, causes of action, damages, costs, attorney fees, or liabilities of any nature, known and unknown, related in any way to his employment

with the County, including but not limited to claims existing at any time up to and including the date of this Agreement.

The foregoing specifically includes, but is not limited to, any claims under the Minnesota Human Rights Act; civil rights laws enforced by the Equal Employment Opportunity Commission (EEOC), which includes the Age Discrimination in Employment Act (ADEA), Title VII, Americans with Disability Act (ADA), Older Worker's Benefits Protection Act (OWBPA), the Equal Pay Act (EPA); the Fair Labor Standards Act (FLSA), the Veteran's Preference Act, and each of these laws as amended; Sections 1981 and 1983 of the Civil Rights Act of 1866 and all other federal, state, and local civil rights laws; any other claim for unlawful employment practices, whistleblower claims, retaliation, whether legal or equitable; and any claim or right or entitlement under the Ramsey County Personnel Act, Minn. Stat. § 383A.281, *et seq.*, the Ramsey County Personnel Rules, the Ramsey County Benefits Policies and any and all applicable collective bargaining agreements. Hafoka waives the right to receive monetary damages or other legal or equitable relief awarded by or to any governmental agency related to any such claim or charge. Hafoka does not waive or release any claim for earned retirement or pension benefits.

Hafoka acknowledges, understands, and agrees he is releasing in the Agreement all claims that have arisen through the date of his signature below.

4. Hafoka's Ability to Execute Agreement and Receive Payment

Hafoka expressly represents and warrants he is able to execute this Agreement and is not a party to any bankruptcy proceeding before any court. Hafoka further expressly represents and warrants that to the best of his knowledge no person, firm, corporation, governmental entity, or other entity has any right to proceed by way of subrogation, enforcement of a lien, or otherwise against the County.

Hafoka represents and agrees he is not a Medicare beneficiary and he is not currently receiving, has not received in the past, will not receive as of the time of payment under the Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Hafoka will indemnify and hold harmless the County from Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorney fees, and Hafoka further agrees to waive any and all private causes of action for damages.

Hafoka hereby agrees to indemnify and hold harmless the County from any liability whatsoever to any person, firm, or corporation beyond the consideration already paid as a part of the Agreement, including, without limitation, liability for claims of negligence, constitutional claims, breach of contract, fraud, misrepresentation, strict liability and/or breach of express or implied warranty and/or actions for enforcement of any liens

including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare payments, medical assistance claim, or otherwise, which may now exist or thereafter arise. It is agreed all liens and any statutory obligations will be satisfied by the proceeds of the settlement.

5. Other Agreements

- A. The parties understand and agree that the term “the County”, as used in the Agreement includes Ramsey County and all of its departments, facilities, agencies, and past and present elected officials, employees, representatives, insurers, and legal counsel.
- B. The Agreement shall not be effective unless and until it and all similar settlement agreements with the other seven Plaintiffs in the Matter are approved by the County’s Board of Commissioners and are not rescinded pursuant to Paragraph 6 below.
- C. Hafoka agrees the Agreement binds him and also binds his heirs, executors, administrators, assigns, agents, partners, and successors in interest. Hafoka represents that no right, claim, or cause of action covered by the Agreement has been assigned or given to someone else, nor are any attorney fees owed to any counsel for which the County is liable.
- D. Hafoka agrees the Agreement is not an admission by the County of any violation of Hafoka’s rights, any statutory violation, or of any liability whatsoever and that the County has and continues to deny any liability whatsoever. The County will issue a written statement and apology acknowledging that the May 29, 2020 order by ADC Superintendent Lydon was discriminatory and wrong.
- E. Data concerning Hafoka shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act and other applicable law.
- F. Hafoka agrees that he is responsible for all tax consequences associated with the payments described in paragraph 2.A(2) above and agrees to indemnify and hold harmless the County from any and all actions against it by any taxing authorities as a result of tax characterization and treatment of the payments.
- G. Hafoka specifically acknowledges and affirms that the Agreement supersedes and replaces any rights or protections he may have under any Ramsey County Personnel Rules, Ramsey County Benefits Policies, Ramsey County Board Resolutions, or any other County pronouncement, directive, or ordinance. The Agreement contains the entire understanding between the County and Hafoka.

- H. Hafoka also represents that he has suffered no unreported workplace injuries and has not been denied leave under the Family and Medical Leave Act (FMLA).
- I. The invalidity or partial invalidity of any portion of the Agreement shall not invalidate the remainder thereof and said remainder shall remain in full force and effect. Moreover, if one or more of the provisions contained in the Agreement shall, for any reason, be held to be excessively broad as to scope, activity, subject, or otherwise, so as to be unenforceable, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with then applicable law. To the extent that any claim is ultimately determined to be not waivable, Hafoka agrees that the consideration paid as part of the Agreement upholds the validity of the waiver of all remaining claims.
- J. Hafoka represents and certifies that he: (a) has read the Agreement carefully; (b) understands its provisions; (c) has been advised of his right to consult counsel and in fact is represented by counsel; (d) has not been influenced to sign the Agreement by any statement or representation by the County; and (e) enters into the Agreement knowingly and voluntarily with full knowledge of what it means.
- K. Hafoka hereby agrees to indemnify the County and hold it harmless as to any claim for attorney fees, costs, disbursements, and any other costs whatsoever incurred by his counsel.
- L. The parties agree the Agreement is not precedential and may not be offered or received into evidence in any proceeding except to enforce its terms.
- M. Hafoka and the County acknowledge and agree that in the event of a material breach or threatened breach, the aggrieved party shall be entitled to appropriate injunctive relief and may be entitled to recover its reasonable costs and attorney fees.
- N. Agreement shall be governed by Minnesota law. The courts of the State of Minnesota, either federal or state, shall have jurisdiction over, and be the proper venue for, any disputes arising out of the Agreement.
- O. This Agreement may be executed in one or more counterparts, all of which together, if they have not been modified, shall be deemed one original Agreement and shall be final and binding on the parties. In addition, signatures may be submitted via facsimile.
- P. Hafoka agrees that the drafting of the Agreement involved his attorneys and attorneys for the County and that the Agreement shall not be construed against either party as the drafter.

6. Right to Consult and Rescission Period

Hafoka is specifically advised to consult with an attorney of his choice before signing this Agreement which releases rights he has or may have under federal, state, and local law, including, but not limited, to the Age Discrimination in Employment Act (“ADEA”), the ADA, Title VII, and the Minnesota Human Rights Act. Hafoka has twenty-one (21) days to consider this Agreement and whether to sign it.

Having elected to execute this Agreement, to fulfill the promises set forth herein, and to receive the sums and benefits set forth in Paragraph 2.A above, Hafoka freely and knowingly, and after due consideration, enters into this Agreement intending to waive, settle, and release all claims he has or might have against the County.

In the event Hafoka signs this Agreement, he may revoke or rescind the agreement within seven (7) days of signing it with respect to claims under the Age Discrimination in Employment Act, and it will not become effective or enforceable until this seven-day (7) day period has expired. To effectively revoke or rescind, the revocation or rescission must be in writing and must be delivered by hand or sent by certified mail, return receipt requested, postmarked within the seven (7) day period, respectively, and properly addressed to:

Rebecca J. Krystosek
Ramsey County Attorney’s Office
121 East Seventh Place, Suite 4500
St. Paul, MN 55101

Hafoka agrees that he has had the opportunity to consult with counsel of his own choosing and that if he signs this Agreement, he did so voluntarily and without any pressure or coercion of any nature from anyone. Hafoka further agrees that any amendment to this Agreement will not extend or otherwise restart any of the time periods referred to in this Paragraph 6.

ACCEPTED AND AGREED:

Date: 08/02/2022, 2022

STANLEY HAFOKA:



Date: _____, 2022

RAMSEY COUNTY:

By: _____

Its: _____

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims, (“the Agreement”), is made and entered into between Nathaniel Gomez-Haustein (“Gomez-Haustein”) and Ramsey County (“the County”) (collectively “the Parties”). The purpose of the Agreement is to resolve all pending litigation, claims, and disputes relating in any way to Gomez-Haustein’s employment with the County.

1. Recitals

Gomez-Haustein filed a discrimination charge against the County with the Minnesota Department of Human Rights (MDHR) and Equal Employment Opportunity Commission (EEOC), *Gomez-Haustein v. County of Ramsey*, MDHR Charge No. 71641, and subsequently commenced with seven other Plaintiffs a civil action in the Second Judicial District against the County, *Devin Sullivan et al. v. County of Ramsey*, No. 62-CV-21-651, asserting claims arising out of his employment with the County (“the Matter”). To avoid the risks, uncertainty, and costs associated with litigation, the Parties have agreed to compromise and settle this dispute and end the litigation. The County has denied and continues to deny liability.

2. Consideration

In consideration of the above and the payment and promises set forth herein the parties agree as follows:

- A. Ramsey County will pay to Gomez-Haustein and his counsel the total sum of \$75,625, divided into two checks as follows:
- 1) A payment to “Nichols Kaster, PLLP” in the amount of \$41,526.23 as and for claimed attorneys’ fees and costs for which an IRS Form 1099-MISC (Box 3) will be issued to Nichols Kaster, PLLP.
 - 2) A payment to “Nathaniel Gomez-Haustein” in the amount of \$17,049.38 as and for claimed emotional distress for which an IRS Form 1099-MISC (Box 3) will be issued to Herrera.
 - 3) A payment to “Nathaniel Gomez-Haustein” in the amount of \$17,049.39 as and for claimed lost wages for which an IRS Form W-2 will be issued to Gomez-Haustein.

The two checks will be delivered to Gomez-Haustein’s counsel, within ten (10) business days following the date this Agreement is approved by the County Board, to the following address:

Nichols Kaster, PLLP
4700 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

- B. The County will pay mediator Sheila Engelmeier's fees and costs incurred in connection with the Matter.
- C. In response to inquiries from prospective employers, the County will provide only dates of employment, position held, and any other public information requested, as required by the Minnesota Government Data Practices Act, Minn. Stat. chapter 13 *et seq.* and will provide requested information in accordance with Minn. Stat. § 626.87 and other applicable law.
- D. As set forth more fully below Gomez-Haustein agrees to waive all known and unknown charges, claims, causes of action, appeals, grievances, and complaints, which were raised or could have been raised in connection with his employment by the County as of the date of this Agreement. Gomez-Haustein will take all necessary steps to cause any pending charges, claims, causes of action, appeals, grievances, and complaints to be withdrawn and dismissed with prejudice. Specifically, within five (5) business days following his counsel's receipt of the payments described in paragraph 2.A above, Gomez-Haustein's counsel will file with the district court a stipulation of dismissal of the Matter. Following execution of this Agreement, Gomez-Haustein agrees to execute any documents and provide information necessary to effectuate the settlement and issuance of a settlement check.
- E. Gomez-Haustein agrees that payment of the amount above constitutes full and final settlement of all claims and fully satisfies all monetary obligations related to this Matter, including claims for attorney fees, costs, or disbursements.
- F. By executing the Agreement, Gomez-Haustein acknowledges and warrants that he has previously returned all County property in his possession or control, including County-issued cellphones and other electronic devices.

3. Release of All Claims

Gomez-Haustein hereby knowingly, voluntarily, irrevocably, and unconditionally waives and releases the County, its past and present employees, elected officials, representatives, and agents from any and all claims, controversies, causes of action, damages, costs, attorney fees, or liabilities of any nature, known and unknown, related in any way to his employment with the County, including but not limited to claims existing at any time up to and including the date of this Agreement.

The foregoing specifically includes, but is not limited to, any claims under the Minnesota Human Rights Act; civil rights laws enforced by the Equal Employment Opportunity Commission (EEOC), which includes the Age Discrimination in Employment Act (ADEA), Title VII, Americans with Disability Act (ADA), Older Worker's Benefits Protection Act (OWBPA), the Equal Pay Act (EPA); the Fair Labor Standards Act (FLSA), the Veteran's Preference Act, and each of these laws as amended; Sections 1981 and 1983 of the Civil Rights Act of 1866 and all other federal, state, and local civil rights laws; any other claim for unlawful employment practices, whistleblower claims, retaliation, whether legal or equitable; and any claim or right or entitlement under the Ramsey County Personnel Act, Minn. Stat. § 383A.281, *et seq.*, the Ramsey County Personnel Rules, the Ramsey County Benefits Policies and any and all applicable collective bargaining agreements. Gomez-Haustein waives the right to receive monetary damages or other legal or equitable relief awarded by or to any governmental agency related to any such claim or charge. Gomez-Haustein does not waive or release any claim for earned retirement or pension benefits.

Gomez-Haustein acknowledges, understands, and agrees he is releasing in the Agreement all claims that have arisen through the date of his signature below.

4. Gomez-Haustein's Ability to Execute Agreement and Receive Payment

Gomez-Haustein expressly represents and warrants he is able to execute this Agreement and is not a party to any bankruptcy proceeding before any court. Gomez-Haustein further expressly represents and warrants that to the best of his knowledge no person, firm, corporation, governmental entity, or other entity has any right to proceed by way of subrogation, enforcement of a lien, or otherwise against the County.

Gomez-Haustein represents and agrees he is not a Medicare beneficiary and he is not currently receiving, has not received in the past, will not receive as of the time of payment under the Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Gomez-Haustein will indemnify and hold harmless the County from Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorney fees, and Gomez-Haustein further agrees to waive any and all private causes of action for damages.

Gomez-Haustein hereby agrees to indemnify and hold harmless the County from any liability whatsoever to any person, firm, or corporation beyond the consideration already paid as a part of the Agreement, including, without limitation, liability for claims of negligence, constitutional claims, breach of contract, fraud, misrepresentation, strict liability and/or breach of express or implied warranty and/or actions for enforcement of any liens including, without limitation, any subrogation claim and/or lien enforcement

claim arising from payment of any insurance benefits, Medicare payments, medical assistance claim, or otherwise, which may now exist or thereafter arise. It is agreed all liens and any statutory obligations will be satisfied by the proceeds of the settlement.

5. Other Agreements

- A. The parties understand and agree that the term “the County”, as used in the Agreement includes Ramsey County and all of its departments, facilities, agencies, and past and present elected officials, employees, representatives, insurers, and legal counsel.
- B. The Agreement shall not be effective unless and until it and all similar settlement agreements with the other seven Plaintiffs in the Matter are approved by the County’s Board of Commissioners and are not rescinded.
- C. Gomez-Haustein agrees the Agreement binds him and also binds his heirs, executors, administrators, assigns, agents, partners, and successors in interest. Gomez-Haustein represents that no right, claim, or cause of action covered by the Agreement has been assigned or given to someone else, nor are any attorney fees owed to any counsel for which the County is liable.
- D. Gomez-Haustein agrees the Agreement is not an admission by the County of any violation of Gomez-Haustein’s rights, any statutory violation, or of any liability whatsoever and that the County has and continues to deny any liability whatsoever. The County will issue a written statement and apology acknowledging that the May 29, 2020 order by ADC Superintendent Lydon was discriminatory and wrong.
- E. Data concerning Gomez-Haustein shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act and other applicable law.
- F. Gomez-Haustein agrees that he is responsible for all tax consequences associated with the payments described in Paragraph 2.A(2) above and agrees to indemnify and hold harmless the County from any and all actions against it by any taxing authorities as a result of tax characterization and treatment of the payments.
- G. Gomez-Haustein specifically acknowledges and affirms that the Agreement supersedes and replaces any rights or protections he may have under any Ramsey County Personnel Rules, Ramsey County Benefits Policies, Ramsey County Board Resolutions, or any other County pronouncement, directive, or ordinance. The Agreement contains the entire understanding between the County and Gomez-Haustein.

- H. Gomez-Haustein also represents that he has suffered no unreported workplace injuries and has not been denied leave under the Family and Medical Leave Act (FMLA).
- I. The invalidity or partial invalidity of any portion of the Agreement shall not invalidate the remainder thereof and said remainder shall remain in full force and effect. Moreover, if one or more of the provisions contained in the Agreement shall, for any reason, be held to be excessively broad as to scope, activity, subject, or otherwise, so as to be unenforceable, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with then applicable law. To the extent that any claim is ultimately determined to be not waivable, Gomez-Haustein agrees that the consideration paid as part of the Agreement upholds the validity of the waiver of all remaining claims.
- J. Gomez-Haustein represents and certifies that he: (a) has read the Agreement carefully; (b) understands its provisions; (c) has been advised of his right to consult counsel and in fact is represented by counsel; (d) has not been influenced to sign the Agreement by any statement or representation by the County; and (e) enters into the Agreement knowingly and voluntarily with full knowledge of what it means.
- K. Gomez-Haustein hereby agrees to indemnify the County and hold it harmless as to any claim for attorney fees, costs, disbursements, and any other costs whatsoever incurred by his counsel.
- L. The parties agree the Agreement is not precedential and may not be offered or received into evidence in any proceeding except to enforce its terms.
- M. Gomez-Haustein and the County acknowledge and agree that in the event of a material breach or threatened breach, the aggrieved party shall be entitled to appropriate injunctive relief and may be entitled to recover its reasonable costs and attorney fees.
- N. Agreement shall be governed by Minnesota law. The courts of the State of Minnesota, either federal or state, shall have jurisdiction over, and be the proper venue for, any disputes arising out of the Agreement.
- O. This Agreement may be executed in one or more counterparts, all of which together, if they have not been modified, shall be deemed one original Agreement and shall be final and binding on the parties. In addition, signatures may be submitted via facsimile.

- P. Gomez-Haustein agrees that the drafting of the Agreement involved his attorneys and attorneys for the County and that the Agreement shall not be construed against either party as the drafter.

ACCEPTED AND AGREED:

Date: 08/03/2022, 2022

NATHANIEL GOMEZ-HAUSTEIN: _____



Date: _____, 2022

RAMSEY COUNTY:

By: _____

Its: _____

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims, (“the Agreement”), is made and entered into between Cedric Dodds (“Dodds”) and Ramsey County (“the County”) (collectively “the Parties”). The purpose of the Agreement is to resolve all pending litigation, claims, and disputes relating in any way to Dodds’s employment with the County.

1. Recitals

Dodds filed a discrimination charge against the County with the Minnesota Department of Human Rights (MDHR) and Equal Employment Opportunity Commission (EEOC), *Dodds v. County of Ramsey*, MDHR Charge No. 71639, and subsequently commenced with seven other Plaintiffs a civil action in the Second Judicial District against the County, *Devin Sullivan et al. v. County of Ramsey*, No. 62-CV-21-651, asserting claims arising out of his employment with the County (“the Matter”). To avoid the risks, uncertainty, and costs associated with litigation, the Parties have agreed to compromise and settle this dispute and end the litigation. The County has denied and continues to deny liability.

2. Consideration

In consideration of the above and the payment and promises set forth herein the parties agree as follows:

- A. Ramsey County will pay to Dodds and his counsel the total sum of \$175,625, divided into two checks as follows:
- 1) A payment to “Nichols Kaster, PLLP” in the amount of \$76,526.25 as and for claimed attorneys’ fees and costs for which an IRS Form 1099-MISC (Box 3) will be issued to Nichols Kaster, PLLP.
 - 2) A payment to “Cedric Dodds” in the amount of \$99,098.75 as and for claimed emotional distress for which an IRS Form 1099-MISC (Box 3) will be issued to Dodds.

The two checks will be delivered to Dodds’s counsel, within ten (10) business days following the date this Agreement is approved by the County Board, to the following address:

Nichols Kaster, PLLP
4700 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

- B. The County will pay mediator Sheila Engelmeier's fees and costs incurred in connection with the Matter.
- C. In response to inquiries from prospective employers, the County will provide only dates of employment, position held, and any other public information requested, as required by the Minnesota Government Data Practices Act, Minn. Stat. chapter 13 *et seq.* and will provide requested information in accordance with Minn. Stat. § 626.87 and other applicable law.
- D. As set forth more fully below Dodds agrees to waive all known and unknown charges, claims, causes of action, appeals, grievances, and complaints, which were raised or could have been raised in connection with his employment by the County as of the date of this Agreement. Dodds will take all necessary steps to cause any pending charges, claims, causes of action, appeals, grievances, and complaints to be withdrawn and dismissed with prejudice. Specifically, within five (5) business days following his counsel's receipt of the payments described in paragraph 2.A above, Dodds's counsel will file with the district court a stipulation of dismissal of the Matter. Following execution of this Agreement, Dodds agrees to execute any documents and provide information necessary to effectuate the settlement and issuance of a settlement check.
- E. Dodds agrees that payment of the amount above constitutes full and final settlement of all claims and fully satisfies all monetary obligations related to this Matter, including claims for attorney fees, costs, or disbursements.

3. Release of All Claims

Dodds hereby knowingly, voluntarily, irrevocably, and unconditionally waives and releases the County, its past and present employees, elected officials, representatives, and agents from any and all claims, controversies, causes of action, damages, costs, attorney fees, or liabilities of any nature, known and unknown, related in any way to his employment with the County, including but not limited to claims existing at any time up to and including the date of this Agreement.

The foregoing specifically includes, but is not limited to, any claims under the Minnesota Human Rights Act; civil rights laws enforced by the Equal Employment Opportunity Commission (EEOC), which includes the Age Discrimination in Employment Act (ADEA), Title VII, Americans with Disability Act (ADA), Older Worker's Benefits Protection Act (OWBPA), the Equal Pay Act (EPA); the Fair Labor Standards Act (FLSA), the Veteran's Preference Act, and each of these laws as amended; Sections 1981 and 1983 of the Civil Rights Act of 1866 and all other federal, state, and local civil rights laws; any other claim for unlawful employment practices, whistleblower claims, retaliation, whether

legal or equitable; and any claim or right or entitlement under the Ramsey County Personnel Act, Minn. Stat. § 383A.281, *et seq.*, the Ramsey County Personnel Rules, the Ramsey County Benefits Policies and any and all applicable collective bargaining agreements. Dodds waives the right to receive monetary damages or other legal or equitable relief awarded by or to any governmental agency related to any such claim or charge. Dodds does not waive or release any claim for earned retirement or pension benefits.

Dodds acknowledges, understands, and agrees he is releasing in the Agreement all claims that have arisen through the date of his signature below.

4. Dodds's Ability to Execute Agreement and Receive Payment

Dodds expressly represents and warrants he is able to execute this Agreement and is not a party to any bankruptcy proceeding before any court. Dodds further expressly represents and warrants that to the best of his knowledge no person, firm, corporation, governmental entity, or other entity has any right to proceed by way of subrogation, enforcement of a lien, or otherwise against the County.

Dodds represents and agrees he is not a Medicare beneficiary and he is not currently receiving, has not received in the past, will not receive as of the time of payment under the Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Dodds will indemnify and hold harmless the County from Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorney fees, and Dodds further agrees to waive any and all private causes of action for damages.

Dodds hereby agrees to indemnify and hold harmless the County from any liability whatsoever to any person, firm, or corporation beyond the consideration already paid as a part of the Agreement, including, without limitation, liability for claims of negligence, constitutional claims, breach of contract, fraud, misrepresentation, strict liability and/or breach of express or implied warranty and/or actions for enforcement of any liens including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare payments, medical assistance claim, or otherwise, which may now exist or thereafter arise. It is agreed all liens and any statutory obligations will be satisfied by the proceeds of the settlement.

5. Other Agreements

A. The parties understand and agree that the term “the County”, as used in the Agreement includes Ramsey County and all of its departments, facilities, agencies, and past and present elected officials, employees, representatives, insurers, and legal counsel.

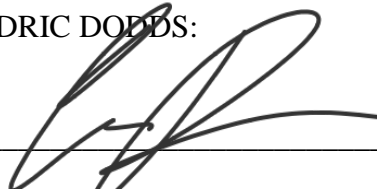
- B. The Agreement shall not be effective unless and until it and all similar settlement agreements with the other seven Plaintiffs in the Matter are approved by the County's Board of Commissioners and are not rescinded.
- C. Dodds agrees the Agreement binds him and also binds his heirs, executors, administrators, assigns, agents, partners, and successors in interest. Dodds represents that no right, claim, or cause of action covered by the Agreement has been assigned or given to someone else, nor are any attorney fees owed to any counsel for which the County is liable.
- D. Dodds agrees the Agreement is not an admission by the County of any violation of Dodds's rights, any statutory violation, or of any liability whatsoever and that the County has and continues to deny any liability whatsoever. The County will issue a written statement and apology acknowledging that the May 29, 2020 order by ADC Superintendent Lydon was discriminatory and wrong.
- E. Data concerning Dodds shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act and other applicable law.
- F. Dodds agrees that he is responsible for all tax consequences associated with the payments described in Paragraph 2.A(2) above and agrees to indemnify and hold harmless the County from any and all actions against it by any taxing authorities as a result of tax characterization and treatment of the payments.
- G. Dodds specifically acknowledges and affirms that the Agreement supersedes and replaces any rights or protections he may have under any Ramsey County Personnel Rules, Ramsey County Benefits Policies, Ramsey County Board Resolutions, or any other County pronouncement, directive, or ordinance. The Agreement contains the entire understanding between the County and Dodds.
- H. Dodds also represents that he has suffered no unreported workplace injuries and has not been denied leave under the Family and Medical Leave Act (FMLA).
- I. The invalidity or partial invalidity of any portion of the Agreement shall not invalidate the remainder thereof and said remainder shall remain in full force and effect. Moreover, if one or more of the provisions contained in the Agreement shall, for any reason, be held to be excessively broad as to scope, activity, subject, or otherwise, so as to be unenforceable, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with then applicable law. To the extent that any claim is ultimately determined to be not waivable, Dodds agrees that the consideration paid as part of the Agreement upholds the validity of the waiver of all remaining claims.

- J. Dodds represents and certifies that he: (a) has read the Agreement carefully; (b) understands its provisions; (c) has been advised of his right to consult counsel and in fact is represented by counsel; (d) has not been influenced to sign the Agreement by any statement or representation by the County; and (e) enters into the Agreement knowingly and voluntarily with full knowledge of what it means.
- K. Dodds hereby agrees to indemnify the County and hold it harmless as to any claim for attorney fees, costs, disbursements, and any other costs whatsoever incurred by his counsel.
- L. The parties agree the Agreement is not precedential and may not be offered or received into evidence in any proceeding except to enforce its terms.
- M. Dodds and the County acknowledge and agree that in the event of a material breach or threatened breach, the aggrieved party shall be entitled to appropriate injunctive relief and may be entitled to recover its reasonable costs and attorney fees.
- N. Agreement shall be governed by Minnesota law. The courts of the State of Minnesota, either federal or state, shall have jurisdiction over, and be the proper venue for, any disputes arising out of the Agreement.
- O. This Agreement may be executed in one or more counterparts, all of which together, if they have not been modified, shall be deemed one original Agreement and shall be final and binding on the parties. In addition, signatures may be submitted via facsimile.
- P. Dodds agrees that the drafting of the Agreement involved his attorneys and attorneys for the County and that the Agreement shall not be construed against either party as the drafter.

ACCEPTED AND AGREED:

Date: 08/03/2022, 2022

CEDRIC DODDS:



Date: _____, 2022

RAMSEY COUNTY:

By: _____

Its: _____

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims, (“the Agreement”), is made and entered into between Chelsea Cox (“Cox”) and Ramsey County (“the County”) (collectively “the Parties”). The purpose of the Agreement is to resolve all pending litigation, claims, and disputes relating in any way to Cox’s employment with the County.

1. Recitals

Cox filed a discrimination charge against the County with the Minnesota Department of Human Rights (MDHR) and Equal Employment Opportunity Commission (EEOC), *Cox v. County of Ramsey*, MDHR Charge No. 71638, and subsequently commenced with seven other Plaintiffs a civil action in the Second Judicial District against the County, *Devin Sullivan et al. v. County of Ramsey*, No. 62-CV-21-651, asserting claims arising out of her employment with the County (“the Matter”). To avoid the risks, uncertainty, and costs associated with litigation, the Parties have agreed to compromise and settle this dispute and end the litigation. The County has denied and continues to deny liability.

2. Consideration

In consideration of the above and the payment and promises set forth herein the parties agree as follows:

- A. Ramsey County will pay to Cox and her counsel the total sum of \$175,625, divided into two checks as follows:
- 1) A payment to “Nichols Kaster, PLLP” in the amount of \$76,526.25 as and for claimed attorneys’ fees and costs for which an IRS Form 1099-MISC (Box 3) will be issued to Nichols Kaster, PLLP.
 - 2) A payment to “Chelsea Cox” in the amount of \$99,098.75 as and for claimed emotional distress for which an IRS Form 1099-MISC (Box 3) will be issued to Cox.

The two checks will be delivered to Cox’s counsel, within ten (10) business days following the date this Agreement is approved by the County Board, to the following address:

Nichols Kaster, PLLP
4700 IDS Center
80 South Eighth Street
Minneapolis, MN 55402

- B. The County will pay mediator Sheila Engelmeier's fees and costs incurred in connection with the Matter.
- C. In response to inquiries from prospective employers, the County will provide only dates of employment, position held, and any other public information requested, as required by the Minnesota Government Data Practices Act, Minn. Stat. chapter 13 *et seq.* and will provide requested information in accordance with Minn. Stat. § 626.87 and other applicable law.
- D. As set forth more fully below Cox agrees to waive all known and unknown charges, claims, causes of action, appeals, grievances, and complaints, which were raised or could have been raised in connection with her employment by the County as of the date of this Agreement. Cox will take all necessary steps to cause any pending charges, claims, causes of action, appeals, grievances, and complaints to be withdrawn and dismissed with prejudice. Specifically, within five (5) business days following her counsel's receipt of the payments described in paragraph 2.A above, Cox's counsel will file with the district court a stipulation of dismissal of the Matter. Following execution of this Agreement, Cox agrees to execute any documents and provide information necessary to effectuate the settlement and issuance of a settlement check.
- E. Cox agrees that payment of the amount above constitutes full and final settlement of all claims and fully satisfies all monetary obligations related to this Matter, including claims for attorney fees, costs, or disbursements.

3. Release of All Claims

Cox hereby knowingly, voluntarily, irrevocably, and unconditionally waives and releases the County, its past and present employees, elected officials, representatives, and agents from any and all claims, controversies, causes of action, damages, costs, attorney fees, or liabilities of any nature, known and unknown, related in any way to her employment with the County, including but not limited to claims existing at any time up to and including the date of this Agreement.

The foregoing specifically includes, but is not limited to, any claims under the Minnesota Human Rights Act; civil rights laws enforced by the Equal Employment Opportunity Commission (EEOC), which includes the Age Discrimination in Employment Act (ADEA), Title VII, Americans with Disability Act (ADA), Older Worker's Benefits Protection Act (OWBPA), the Equal Pay Act (EPA); the Fair Labor Standards Act (FLSA), the Veteran's Preference Act, and each of these laws as amended; Sections 1981 and 1983 of the Civil Rights Act of 1866 and all other federal, state, and local civil rights laws; any other claim for unlawful employment practices, whistleblower claims, retaliation, whether

legal or equitable; and any claim or right or entitlement under the Ramsey County Personnel Act, Minn. Stat. § 383A.281, *et seq.*, the Ramsey County Personnel Rules, the Ramsey County Benefits Policies and any and all applicable collective bargaining agreements. Cox waives the right to receive monetary damages or other legal or equitable relief awarded by or to any governmental agency related to any such claim or charge. Cox does not waive or release any claim for earned retirement or pension benefits.

Cox acknowledges, understands, and agrees she is releasing in the Agreement all claims that have arisen through the date of her signature below.

4. Cox's Ability to Execute Agreement and Receive Payment

Cox expressly represents and warrants she is able to execute this Agreement and is not a party to any bankruptcy proceeding before any court. Cox further expressly represents and warrants that to the best of her knowledge no person, firm, corporation, governmental entity, or other entity has any right to proceed by way of subrogation, enforcement of a lien, or otherwise against the County.

Cox represents and agrees she is not a Medicare beneficiary and she is not currently receiving, has not received in the past, will not receive as of the time of payment under the Agreement, is not entitled to, is not eligible for, and has not applied for or sought Social Security Disability or Medicare benefits. Cox will indemnify and hold harmless the County from Medicare claims, liens, damages, conditional payments, and rights to payment, if any, including attorney fees, and Cox further agrees to waive any and all private causes of action for damages.

Cox hereby agrees to indemnify and hold harmless the County from any liability whatsoever to any person, firm, or corporation beyond the consideration already paid as a part of the Agreement, including, without limitation, liability for claims of negligence, constitutional claims, breach of contract, fraud, misrepresentation, strict liability and/or breach of express or implied warranty and/or actions for enforcement of any liens including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare payments, medical assistance claim, or otherwise, which may now exist or thereafter arise. It is agreed all liens and any statutory obligations will be satisfied by the proceeds of the settlement.

5. Other Agreements

A. The parties understand and agree that the term “the County”, as used in the Agreement includes Ramsey County and all of its departments, facilities, agencies, and past and present elected officials, employees, representatives, insurers, and legal counsel.

- B. The Agreement shall not be effective unless and until it and all similar settlement agreements with the other seven Plaintiffs in the Matter are approved by the County's Board of Commissioners and are not rescinded.
- C. Cox agrees the Agreement binds her and also binds her heirs, executors, administrators, assigns, agents, partners, and successors in interest. Cox represents that no right, claim, or cause of action covered by the Agreement has been assigned or given to someone else, nor are any attorney fees owed to any counsel for which the County is liable.
- D. Cox agrees the Agreement is not an admission by the County of any violation of Cox's rights, any statutory violation, or of any liability whatsoever and that the County has and continues to deny any liability whatsoever. The County will issue a written statement and apology acknowledging that the May 29, 2020 order by ADC Superintendent Lydon was discriminatory and wrong.
- E. Data concerning Cox shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act and other applicable law.
- F. Cox agrees that she is responsible for all tax consequences associated with the payments described in Paragraph 2.A(2) above and agrees to indemnify and hold harmless the County from any and all actions against it by any taxing authorities as a result of tax characterization and treatment of the payments.
- G. Cox specifically acknowledges and affirms that the Agreement supersedes and replaces any rights or protections she may have under any Ramsey County Personnel Rules, Ramsey County Benefits Policies, Ramsey County Board Resolutions, or any other County pronouncement, directive, or ordinance. The Agreement contains the entire understanding between the County and Cox.
- H. Cox also represents that she has suffered no unreported workplace injuries and has not been denied leave under the Family and Medical Leave Act (FMLA).
- I. The invalidity or partial invalidity of any portion of the Agreement shall not invalidate the remainder thereof and said remainder shall remain in full force and effect. Moreover, if one or more of the provisions contained in the Agreement shall, for any reason, be held to be excessively broad as to scope, activity, subject, or otherwise, so as to be unenforceable, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with then applicable law. To the extent that any claim is ultimately determined to be not waivable, Cox agrees that the consideration paid as part of the Agreement upholds the validity of the waiver of all remaining claims.

- J. Cox represents and certifies that she: (a) has read the Agreement carefully; (b) understands its provisions; (c) has been advised of her right to consult counsel and in fact is represented by counsel; (d) has not been influenced to sign the Agreement by any statement or representation by the County; and (e) enters into the Agreement knowingly and voluntarily with full knowledge of what it means.
- K. Cox hereby agrees to indemnify the County and hold it harmless as to any claim for attorney fees, costs, disbursements, and any other costs whatsoever incurred by her counsel.
- L. The parties agree the Agreement is not precedential and may not be offered or received into evidence in any proceeding except to enforce its terms.
- M. Cox and the County acknowledge and agree that in the event of a material breach or threatened breach, the aggrieved party shall be entitled to appropriate injunctive relief and may be entitled to recover its reasonable costs and attorney fees.
- N. Agreement shall be governed by Minnesota law. The courts of the State of Minnesota, either federal or state, shall have jurisdiction over, and be the proper venue for, any disputes arising out of the Agreement.
- O. This Agreement may be executed in one or more counterparts, all of which together, if they have not been modified, shall be deemed one original Agreement and shall be final and binding on the parties. In addition, signatures may be submitted via facsimile.
- P. Cox agrees that the drafting of the Agreement involved her attorneys and attorneys for the County and that the Agreement shall not be construed against either party as the drafter.

ACCEPTED AND AGREED:

Date: ~~08/02/2022~~, 2022

CHELSEA COX:

Chelsea Cox

Date: _____, 2022

RAMSEY COUNTY:

By: _____

Its: _____