

**PUBLIC HEALTH RESPONSE SUSTAINABILITY SERVICES AGREEMENT
BETWEEN THE MINNESOTA CITIES OF BLOOMINGTON AND EDINA**

THIS AGREEMENT is made by and between **CITY OF BLOOMINGTON, MINNESOTA**, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027, acting through its Public Health Division (“Bloomington”), and **CITY OF EDINA, MINNESOTA**, a Minnesota municipal corporation located at 4801 West 50th Street, Edina, Minnesota 55424 (“Edina”). Bloomington and Edina are herein referred to collectively as the “Parties.”

RECITALS

- A. Bloomington warrants and represents that its Division of Public Health is a duly certified public health department operating in accordance with all applicable federal and state requirements.
- B. Bloomington’s Division of Public Health provides a robust response to Public Health emergencies through planning, trainings, exercises, and response at the local level (“Response Sustainability”).
- C. Edina wishes to promote, support, and maintain the health of its residents by providing Response Sustainability Services and desires to contract with Bloomington to provide such Response Sustainability Services, these duties via Minnesota Department of Health (“MDH”) grant dollars and subject to the grant compliance timelines provided by MDH.
- D. In previous years, Bloomington has also contracted with the City of Richfield, Minnesota (“Richfield”) to provide Services.
- E. Bloomington, Edina, and Richfield desire to allocate the costs of the Response Sustainability Services in accordance with each city’s share of total services provided by Bloomington to all three cities as described in the Cost Allocation Strategy attached in Exhibit B.
- F. The governing bodies of Bloomington and Edina authorized by Minn. Stat. §145A.04, Subd. 5, and Minn Stat. §471.59, Subd. 10, to enter into agreements with each other for the provision of local public health services by Bloomington to residents of Edina.
- G. Through this contractual agreement the provision of local public health services will enable Edina to document progress toward the achievement of statewide outcomes, as stated Minn. Stat. §145A.04, Subd. 1a(2).
- H. Bloomington is willing to provide such Response Sustainability Services to residents of Edina on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, based on the Recitals above and in consideration of the terms and conditions expressed in this Agreement, Edina and Bloomington agree as follows:

AGREEMENT

1. **Services to be Provided.** Bloomington agrees to provide the residents of Edina with Response Sustainability Services as described in Scope of Services attached to this Agreement as Exhibit A or any supplemental letter agreements, or both, entered into between Bloomington and Edina (the “Services”). The Services referenced in the attached Exhibit A or any supplemental letter agreements shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by contractors currently providing similar services.
2. **Time for Completion.** This Agreement shall remain in force and effect commencing from January 1, 2024 (“Effective Date”) and continuing until June 30, 2025, unless terminated by either Party or amended pursuant to the Agreement.
3. **Consideration.** The consideration, which Edina shall pay to Bloomington, shall not exceed \$104,446.00, pursuant to the terms of payment set forth in Exhibit B and incorporated into this Agreement.
4. **Approvals.** Bloomington will secure Edina’s written approval before making any expenditures, purchases, or commitments on Edina’s behalf beyond those listed in the Services. Edina’s approval may be provided via electronic mail.
5. **Termination.** Notwithstanding any other provision hereof to the contrary, either party may terminate this Agreement for any reason upon giving thirty (30) days’ written notice to the other party.

In the event of a termination, the quarterly payment next due shall be prorated and paid for only the period ended as of the date of termination, and Edina shall pay such reduced quarterly payment for the period ended on the date of termination, within fifteen (15) days after receipt of Bloomington’s invoice.

Bloomington reserves the right to cancel this Agreement at any time in event of default or violation by Edina of any provision of this Agreement. Bloomington will provide a thirty (30) day written notice period within which Edina may cure said default or violation. During the thirty (30) day cure period, Bloomington may cease performance of any duties under this Agreement until Edina is no longer in default or violation of this Agreement. In the event the default or violation is not cured, Bloomington may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.

6. **Amendments.** Except as expressly permitted by this Agreement, no amendments may be made to this Agreement except in writing signed by both parties.

7. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Parties agrees that the books, records, documents, and accounting procedures and practices that are relevant to the contract or transaction, are subject to examination by the other Party and the state auditor or legislative auditor for a minimum of six years. Parties shall maintain such records for a minimum of six years after final payment. These obligations survive termination of this Agreement.
8. **Indemnification.** To the fullest extent permitted by law, each party, and its successors or assigns, shall be liable for its acts and the results thereof and agrees to protect, defend, indemnify, save, and hold harmless the other party, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of the acting party's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Parties are entitled. Each Party's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The Parties agree that liability under this Agreement is controlled by Minnesota Statutes § 471.59, subdivision 1a, and that the total liability for the Parties shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes § 466.04, subdivision 1(a). The Parties agree that these indemnification obligations will survive the completion or termination of this Agreement.
9. **Insurance.** Each party warrants that it has a purchased insurance or has a self-insurance program. Each party shall promptly notify the other of any claim, action, cause of action or litigation brought against the party, its employees, officers, agents, or subcontractors, which arises out of the Services contained in this Agreement whenever either party has a reasonable basis for believing that it, or its employees, officers, agents or subcontractors, or the other party may become the subject of a claim, action, cause of action or litigation arising out of the Services contained in the Agreement.
10. **Assignment and Subcontracting.** Neither Bloomington nor Edina shall assign, subcontract, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement, in whole or in part, without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Bloomington from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of Services required by this Agreement. Any instrument in violation of this paragraph is null and void.

11. **Independent Contractor.** Bloomington shall be deemed an independent contractor. Bloomington's duties will be performed with the understanding that Bloomington has special expertise as to the Services that Bloomington is to perform and is customarily engaged in the independent performance of the same or similar services for others. All required equipment and personnel shall be provided or contracted for by Bloomington. The manner in which the Services are performed shall be controlled by Bloomington; however, the nature of the Services and the results to be achieved shall be specified by Edina. The Parties agree that this is not a joint venture and the parties are not co-partners. Bloomington is not to be deemed an employee or agent of Edina and has no authority to make any binding commitments or obligations on behalf of Edina except to the extent expressly provided in this Agreement. All Services provided by Bloomington pursuant to this Agreement shall be provided by Bloomington as an independent contractor and not as an employee of Edina for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.
12. **Compliance with Laws.** The Parties shall exercise due care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Bloomington agrees to provide the Services.
13. **Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the Parties shall constitute the entire agreement between Bloomington and Edina and supersedes any other written or oral agreements between Bloomington and Edina. This Agreement can only be modified in writing signed by Bloomington and Edina. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.
14. **Third Party Rights.** The parties to this Agreement do not intend to confer on any third party any rights under this Agreement.
15. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
16. **Conflict of Interest.** Bloomington shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of Edina. In the event of a conflict of interest, Bloomington shall advise Edina and either secure a waiver of the conflict or advise Edina that it will be unable to provide the Services.
17. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of Services

pursuant to this Agreement shall become the property of Edina, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Bloomington. Regardless of when such information was provided, Bloomington agrees that it will not disclose for any purpose any information Bloomington has obtained arising out of or related to this Agreement, except as authorized by Edina or as required by law. These obligations survive termination of this Agreement.

18. **Agreement Not Exclusive.** Bloomington retains the right to perform other Response Sustainability Services for other entities, in Bloomington's sole discretion.
19. **Data Practices Act Compliance.** Any and all data provided to Bloomington, received from Bloomington, created, collected, received, stored, used, maintained, or disseminated by Bloomington pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The Parties agree to notify the other party within three (3) business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Bloomington to provide access to public data to the public if the public data are available from Edina, except as required by the terms of this Agreement. These obligations survive termination of this Agreement.
20. **No Discrimination.** Parties agree not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Each Party agrees to comply with Americans with Disabilities Act, as amended ("ADA"), Section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Each Party agrees to hold harmless and indemnify the other Party from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of these laws by the acting Party or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, the Parties shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Parties agree to utilize their own auxiliary aid or service in order to comply with ADA requirements for effective communication with people with disabilities.
21. **Authorized Agents.** Edina's authorized agent for purposes of administration of this Agreement is Jeff Brown, Community Health Administrator, or designee. Bloomington's authorized agent for purposes of administration of this Agreement is Nicholas Kelley, Public Health Administrator, who shall perform or supervise the performance of all Services.
22. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Bloomington: City of Bloomington, 1800 West Old Shakopee Road, Bloomington, MN 55431; Attn: Nicholas Kelley; nkelley@bloomingtonmn.gov; 952-563-4962;

Edina: City of Edina, 4801 West 50th Street, Edina, MN 55424,
Attn: Jeff Brown; jbrown@edinamn.gov; 952-826-0466;

or such other contact information as either party may provide to the other by notice given in accordance with this provision. A convenience copy may be provided electronically.

23. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.
24. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.
25. **Mediation.** Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.
26. **Payment of Subcontractors.** Parties will comply with Minnesota Statutes § 471.425, subd. 4a, as applicable.
27. **Publicity.** Bloomington and Edina shall develop language to use when discussing the Services. Bloomington and Edina agree that any publicity regarding the Services or the subject matter of this Agreement must not be released unless it complies with the approved language. Bloomington cannot use Edina's logo or state that Edina endorses its services without Edina's advanced written approval. Publicity approvals may be provided electronically.
28. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
29. **Signatory.** Each person executing this Agreement ("Signatory") represents and warrants that he/she/they is duly authorized.
30. **Counterparts and Electronic Communication.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format ("pdf") and signatures appearing on electronic mail instruments shall be treated as original signatures.

IN WITNESS WHEREOF, Bloomington and Edina have caused this Services Agreement to be executed by their duly authorized representatives on the respective dates indicated below.

CITY OF BLOOMINGTON, MINNESOTA

DATED: _____ BY: _____
James D. Verbrugge
Its: City Manager

Reviewed and approved by the City Attorney.

Melissa J. Manderschied

CITY OF EDINA, MINNESOTA

DATED: _____ BY: _____
Its: _____

DATED: _____ BY: _____
Its: _____

EXHIBIT A TO PUBLIC HEALTH RESPONSE SUSTAINABILITY SERVICES
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SCOPE OF SERVICES

The purpose of this funding is to support a robust response to emergencies through planning, training, exercises, and response at the local level. Grant activities will align with the approved areas of focus:

- **Workforce Capacity.** This could include, but is not limited to, increasing staff capacity, expanding disciplines working in preparedness, workforce training on response roles and use of the Incident Command System, staff-focused Mental and Behavioral Health, and staff training related to community engagement/community organizing.
 - **Sustainability.** This could include, but is not limited to, developing MOUs, MOAs, or Mutual Aid; reviewing, updating, or developing policies and plans, developing policies for regularly updating contact lists, expanding use of technology platforms to support public health emergency preparedness, response, and recovery, relationship development with community partners, community engagement, and engaging new Mental and Behavioral Health Partners.
 - **Health Equity.** This could include, but is not limited to, assessment of preparedness health equity planning, developing a Health Equity Action Plan, health equity related trainings for staff, and including health equity in preparedness, response, and recovery plans and engaging new partners.
 - **Communication.** This could include, but is not limited to, plans addressing risk communication and social media, communication pathways and other communication strategies; training and conducting exercises for managing misinformation and the Public Information Officer role and responsibilities, and community engagement.
2. Bloomington shall complete, and update as necessary, a detailed workplan including planned activities for MDH approval. Any changes made to the original proposal must be reviewed and approved by MDH.
 3. Bloomington shall complete a proposed budget by the date provided by MDH. Any revisions to the original budget must be reviewed and approved by MDH.
 4. Bloomington shall provide requested financial and programmatic reporting information by the dates provided by MDH.

EXHIBIT B TO PUBLIC HEALTH RESPONSE SUSTAINABILITY SERVICES
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TERMS OF PAYMENT

- A. The Parties agree to allocate the costs of the Services in accordance with each city's share of total services provided by Bloomington to all three cities (Bloomington, Edina, and Richfield) as identified below.

During the term of this Agreement, Edina shall pay Bloomington the total not-to-exceed amount of \$104,446.00 for Response Sustainability Services.

Allocation Method	Share of total cost		
	Bloomington	Edina	Richfield
Costs shared equally with an adjustment for social vulnerability index of each city	38%	31%	31%

- B. Bloomington will provide quarterly itemized invoices to Edina on the following:

Invoice Dates:

April 15, 2024

July 15, 2024

October 15, 2024

January 15, 2024

April 15, 2024

July 15, 2024

- C. Edina shall make payment to Bloomington within 30 days of receipt of Bloomington's invoice.