

**AGREEMENT BETWEEN  
THE CITIES OF BLOOMINGTON, MINNESOTA AND EDINA, MINNESOTA  
FOR LOCAL PUBLIC HEALTH SERVICES**

THIS AGREEMENT is made this 18th day of January, 2017, between the City of Bloomington, acting through its Public Health Division, a Minnesota municipal corporation, located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as "Bloomington"), and the City of Edina, a Minnesota municipal corporation, located at 4801 West 50<sup>th</sup> Street, Edina, Minnesota 55424 (hereinafter referred to as "Edina").

**WITNESSETH:**

**WHEREAS**, Bloomington warrants and represents that its Division of Public Health is a duly certified public health agency operating in accordance with all applicable federal and state requirements; and

**WHEREAS**, Bloomington provides local public health services, including, but not limited to public health nursing services (including home visits), public health clinics, health education, health promotion services, disease prevention and control, health planning, and program administration; and

**WHEREAS**, Edina wishes to promote, support, and maintain the health of its residents by providing local public health services such as health education, communicable disease programs, public health nursing services, health assessment, counseling, teaching, and evaluation in the community, home and clinic setting at a nominal fee to those making use of such services; and

**WHEREAS**, Edina wishes to contract with Bloomington to provide such services to residents of Edina; and

**WHEREAS**, the governing bodies of Bloomington and Edina are authorized by Minnesota Statutes, Section 145A.04, Subdivision 5, and by Minnesota Statutes, Section 471.59, Subdivision 10, to provide local public health services and to enter into agreements with each other for the provision of local public health services by Bloomington to residents of Edina; and

**WHEREAS**, through this contractual arrangement the provision of local public health services will enable Edina to document progress toward the achievement of statewide outcomes, as stated in Minnesota Statutes, Section 145A.10, Subdivision 5a.

**NOW, THEREFORE**, in consideration of the terms and conditions expressed herein, the

parties agree as follows:

## **I. TERM OF AGREEMENT**

A. The term of this Agreement shall be from January 1, 2017, to December 31, 2017, subject to termination as provided in Article VI.

## **II. DUTIES OF BLOOMINGTON**

A. Bloomington agrees to provide residents of Edina with local public health services (hereinafter called "Public Health Services"), which includes activities designed to protect and promote the health of the general population within a community health service area by emphasizing the prevention of disease, injury, disability, and preventable death through the promotion of effective coordination and use of community resources, and by extending Public Health Services into the community.

B. Bloomington agrees to provide Public Health Services to the residents of Edina utilizing the same quality and kind of personnel, equipment and facilities as Public Health Services are provided and rendered to residents of Bloomington.

C. Bloomington shall provide the Public Health Services pursuant hereto on a confidential basis, using capable, trained professionals.

D. All Public Health Services to be rendered hereunder by Bloomington shall be rendered pursuant to and subject to public health policies, rules, and procedures now or hereafter, from time to time, adopted by the Bloomington City Council, and in full compliance with all applicable state and federal laws.

E. It shall be the sole responsibility of Bloomington to determine the qualifications, functions, training, and performance standards for all personnel rendering Public Health Services under this Agreement.

F. Bloomington will communicate with Edina relative to Public Health Services to be performed hereunder, in the form of reports, conferences, or consultations, as Edina shall request. All reports relating to the provision of Public Health Services that are given by Bloomington to the Bloomington City Council or to the City Manager during the term of this Agreement shall also be given to Edina.

G. Bloomington also agrees to send to Edina an annual report describing the Public Health Services performed pursuant to this Agreement. Said report shall be in such detail and form as Edina may reasonably request. Also, at Edina's request, made not more than five (5)

times during the term of this Agreement, responsible administrative officers of Bloomington's Division of Public Health shall attend meetings of the Edina City Council, or appropriate board or commission, to answer questions and give further information relative to the activities performed and Public Health Services rendered under this Agreement.

H. Bloomington will also provide services to Edina for Title V Maternal Child Health (MCH) and Temporary Assistance to Needy Families (TANF) to qualifying women, infants, children and adolescents. Edina agrees to assign its rights to Minnesota Department of Health (MDH) funding provided for the MCH and TANF programs for fiscal year 2017 to Bloomington. Bloomington will complete all required services, reports and documentation for these programs and will directly invoice MDH for the MCH and TANF services that Bloomington provides to Edina residents.

### **III. DUTIES OF EDINA**

A. Edina shall pay to Bloomington the total not-to-exceed amount of TWO HUNDRED SIXTEEN THOUSAND FIVE HUNDRED FORTY EIGHT AND NO/100 DOLLARS (\$216,548.00) during the term of this Agreement as further described in Exhibit A attached.

### **IV. DUTIES OF THE PARTIES**

A. Bloomington and Edina understand and agree that each shall apply and qualify, independently and separately, for any and all grants, matching funds, and/or payments of all kind from state, federal, and other governmental bodies relating to, or for the provision of, any or all of the Public Health Services. Except as agreed to herein, any and all such grants, matching funds, and payments shall belong to the recipient and be used and applied as the recipient thereof shall determine, without regard to this Agreement.

B. To the extent allowed by law, each party shall be liable for its own acts and the results and agrees to defend, indemnify and hold harmless each other (including their guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under

this Agreement. Each city'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 Statute 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 466.04, subdivision 1(a).

1. Each party warrants that it has a purchased insurance or has a self-insurance program.
2. *Duty to Notify.* Each party shall promptly notify the others 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 city has a reasonable basis for believing that the city, and/or its employees, officers, agents or subcontractors, and/or the other cities might become the subject of a claim, action, cause of action or litigation arising out of the services contained in the Agreement.

C. Bloomington shall further require medical malpractice insurance coverage by its physicians and other licensed professionals with whom Bloomington has a contract for professional services.

D. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting Bloomington's staff as the agents, representatives or employees of Edina for any purpose in any manner whatsoever. Bloomington and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. Bloomington represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of Bloomington or other persons, while engaged in the performance of any work or services required by Bloomington under this Agreement, shall not be considered employees of Edina, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Bloomington, its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and/or subcontractors shall in

no way be the responsibility of Edina. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from Edina, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

E. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Chapter 363A, as amended.

F. Bloomington agrees that Edina will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by Bloomington or anyone acting on behalf of Bloomington as a result of this Agreement.

G. All notices, reports, or demands required or permitted to be given under this Agreement shall be in writing and shall be deemed to be given when delivered personally to an officer of the party to which notice is being given, or when deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, addressed to the parties at the following addresses:

To Bloomington: 1800 West Old Shakopee Road  
Bloomington, Minnesota 55431  
Attention: City Manager

To Edina: 4801 West 50th Street  
Edina, Minnesota 55424  
Attention: City Manager

Such addresses may be changed by either party upon notice to the other party given as herein provided.

## **V. GENERAL PROVISIONS**

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

B. Americans with Disabilities Act and TTY Requirements. The parties agree to comply with the Americans with Disabilities Act ("ADA") and Section 504 of the Rehabilitation

Act of 1973 (“Section 504”) and shall not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Edina agrees to utilize their own text telephone or the Minnesota Relay Service in order to comply with accessibility requirements. Bloomington has designated coordinators to facilitate compliance with the ADA, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

C. Minnesota Government Data Practices Act. The Parties will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes, as amended.

D. Applicable Laws. This Agreement shall be interpreted using the laws of the State of Minnesota. The parties agree to comply with all applicable local, state and federal laws, rules, regulations and ordinances in the performance of the duties of this Agreement.

E. Assignment. This Agreement shall not be assignable except with the written consent of the parties.

F. Examination of Documents. The books, records, documents, and accounting procedures of the parties, relevant to this Agreement, are subject to examination by the other party, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5.

G. 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. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, MN 55405. The parties hereto shall decide whether mediation shall be

binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

H. Severability. If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable such decision shall not affect the validity of any remaining terms or conditions in this Agreement.

I. Signatory. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

## **VI. TERMINATION**

Either party may terminate this Agreement for any reason upon giving one hundred twenty (120) days' advanced written notice to the other party.

Upon such termination, all obligations and liabilities of the parties hereunder shall cease and terminate, except the provisions of Article IV, Paragraphs B and C hereof shall continue and survive such termination. Also, in the event of termination pursuant hereto, the quarterly payment next due shall be prorated and paid for only the period ended on the date of termination, and Bloomington shall send to Edina, within thirty (30) days after such termination, a report in the form of, and in lieu of, the annual report required by Article II, Paragraph G hereto, and Edina shall pay such reduced quarterly payment for the period ended on the date of termination, within fifteen (15) days after receipt of report.

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.

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

**CITY OF BLOOMINGTON, MINNESOTA**

DATED: \_\_\_\_\_

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

DATED: \_\_\_\_\_

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

Reviewed and approved by the City Attorney.

\_\_\_\_\_  
City Attorney

**CITY OF EDINA, MINNESOTA**

DATED: \_\_\_\_\_

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

DATED: \_\_\_\_\_

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

Exhibit A  
Payment

A. Edina shall pay to Bloomington the total not-to-exceed amount of TWO HUNDRED SIXTEEN THOUSAND FIVE HUNDRED FORTY EIGHT AND NO/100 DOLLARS (\$216,548.00) for Public Health Services provided pursuant to this Agreement according to the following terms:

1. Payment shall be made in quarterly installments of FIFTY FOUR THOUSAND ONE HUNDRED THIRTY SEVEN DOLLARS AND 00/100 (\$54,137.00).
2. On April 15, July 15, and October 15, 2017 and on January 15, 2018, Bloomington shall send to Edina a statement covering the period of three (3) calendar months preceding the month in which the statement is given.
3. Payment shall be made to Bloomington within fifteen (15) days of the receipt by Edina of the statements to be given pursuant to Exhibit A, Paragraph A. 2. hereof, subject, however, to the provisions of Exhibit A, Paragraph A. 4. hereof.
4. Should any dispute arise over this Agreement, Edina shall pay for any undisputed charges for the previous three (3) month period when due. Disputed amounts will be addressed by both parties. If no agreeable solution is reached, the dispute will be handled pursuant to Article V, Paragraph G of this Agreement.