

AGREEMENT FOR PROFESSIONAL SERVICES

WELLNESS COORDINATOR SERVICES

DULUTH JOINT POWERS ENTERPRISE TRUST and CITY OF DULUTH

THIS AGREEMENT is deemed effective January 1, 2016, by and between the DULUTH JOINT POWERS ENTERPRISE TRUST, a joint powers enterprise established pursuant to Minn. Stat. §471.59 consisting of the City of Duluth, the Duluth Airport Authority, the Duluth Entertainment and Convention Center, and the Duluth Housing and Redevelopment Authority, hereinafter referred to as “JOINT POWERS ENTERPRISE”, and the City of Duluth, a Minnesota municipal corporation, hereinafter referred to as “CITY”.

WHEREAS, the Minnesota Department of Commerce has determined that the JOINT POWERS ENTERPRISE operates a joint enterprise including a joint self-insurance pool;

WHEREAS, it is the intent of the JOINT POWERS ENTERPRISE to comply with all applicable legal requirements pertaining to joint self-insurance pools, joint powers arrangements, and with all other applicable state and federal laws;

WHEREAS, the JOINT POWERS ENTERPRISE desires to utilize the professional services of CITY to further develop and coordinate health promotion and wellness programs for JOINT POWERS ENTERPRISE medical, drug, and dental plan participants.

WHEREAS, the JOINT POWERS ENTERPRISE intends for the City services to be used for all four members of the JOINT POWERS ENTERPRISE – the City of Duluth, the Duluth Airport Authority, the Duluth Entertainment and Convention Center, and the Duluth Housing and Redevelopment Authority;

WHEREAS, the CITY has represented that it will hire one employee who is qualified and willing to perform said services for all members of the JOINT POWERS ENTERPRISE as set forth in this proposal;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the JOINT POWERS ENTERPRISE and CITY agree as follows:

ARTICLE I: Scope of Professional Services

CITY shall provide professional services to the JOINT POWERS ENTERPRISE to further develop and coordinate health promotion and wellness programs for all JOINT POWERS ENTERPRISE medical, drug, and dental plan participants. The City shall provide professional services to all JOINT POWERS ENTERPRISE members- the City of Duluth, the Duluth Airport Authority, the Duluth Entertainment and Convention Center, and the Duluth Housing and Redevelopment Authority. Said professional services are further described in the job description for the City of Duluth Wellness Coordinator attached hereto as Exhibit A and incorporated by reference. The JOINT POWERS ENTERPRISE shall participate in the selection of the Wellness Coordinator hired by the City. The City of Duluth Wellness Coordinator shall report to the City of Duluth, Duluth Airport Authority, the Duluth Entertainment and Convention Center, and the Duluth Housing and Redevelopment Authority.

ARTICLE II: Professional Fees and Payment

It is agreed between the parties that JOINT POWERS ENTERPRISE shall reimburse the CITY up to \$70,000 for the Wellness Coordinator's salary and all contractual benefits granted to City of Duluth Basic Unit employees pursuant to the current collective bargaining agreement between the City of Duluth and the Local 66 of AFSCME Minnesota Council 5. Reimbursement is due and payable to the City of Duluth within thirty (30) days of written request by CITY.

ARTICLE III: Term

This Agreement shall commence effective upon January 1, 2016 and shall remain in effect until the end of the day on December 31, 2018, unless terminated earlier as provided for herein.

ARTICLE IV: Early Termination of Services

Either JOINT POWERS ENTERPRISE or CITY may terminate this Agreement with or without cause by giving at least thirty (30) days written notice. JOINT POWERS ENTERPRISE agrees to reimburse CITY for any Minnesota Unemployment Insurance Program costs incurred related to the Wellness Coordinator's separation from City employment that City might choose to incur by ending the Wellness Coordinator's employment if JOINT POWERS ENTERPRISE terminates this Agreement early pursuant to this Article IV. CITY agrees to waive any reimbursement from JOINT POWERS ENTERPRISE for any Minnesota Unemployment Insurance Program costs related to the Wellness Coordinator's separation from City employment if CITY terminates this Agreement early pursuant to this Article IV.

ARTICLE V: Civil Rights Assurances

CITY and its officers, agents, servants and employees as part of the consideration under this Agreement, does hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of

the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

ARTICLE VI: Notices

Notice to JOINT POWERS ENTERPRISE provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

JOINT POWERS ENTERPRISE:

David Montgomery
Chair of the Board of Trustees for the Joint
Powers Enterprise
Room 402 City Hall
411 West First Street
Duluth, MN 55802

CITY:

Human Resources Manager
Human Resources Office
Room 313 City Hall
411 West First Street
Duluth, MN 55802

ARTICLE VII: Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

ARTICLE VIII: Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

ARTICLE IX: Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

ARTICLE X: Amendments

Any amendment or modification to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

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

CITY OF DULUTH, a Minnesota municipal corporation

By _____
Chief Administrative Officer

Dated _____

By _____
Manager of Human Resources,
Healthcare & Safety

Dated _____

Countersigned:

By _____
City Auditor

Dated _____

Approved as to form:

By _____
City Attorney

Dated _____

**DULUTH JOINT POWERS
ENTERPRISE TRUST**

By _____
David Montgomery
Chairman of the Board of Trustees

Dated _____

Exhibit A



WELLNESS COORDINATOR

Class Code:
3313

Bargaining Unit:

CITY OF DULUTH
Revision Date: Mar 23, 2015

SALARY RANGE

\$20.92 - \$24.53 Hourly
\$3,400.00 - \$3,986.00 Monthly
\$40,800.00 - \$47,832.00 Annually

SUMMARY / PURPOSE:

SUMMARY/PURPOSE

Responsible for the development and coordination of health promotion and wellness programs designed to improve the health, fitness and well-being of City employees, reduce absenteeism, and help produce a reduction in City health care usage rates and costs.

DISTINGUISHING FEATURES

An employee in this class is responsible for the planning, design and implementation of health promotion and wellness programs for City employees and their family members. Duties include developing and promoting effective wellness programs and resources to further enhance employee health outcomes; advising employees on available health and wellness programs and assisting with enrollments; and reviewing health risk data to make recommendations of health promotion initiatives. The work is performed under the general direction of the Human Resources Manager.

ESSENTIAL DUTIES & RESPONSIBILITIES (OTHER DUTIES MAY BE ASSIGNED):

ESSENTIAL DUTIES AND RESPONSIBILITIES (other duties may be assigned)

1. Coordinate the design, development, implementation, delivery and evaluation of all employee wellness programs, health management tools and resources.
2. Identify employee health promotion needs.
3. Facilitate employee lifestyle change through a combination of efforts that enhance awareness, change behavior and create environments that support good health practices.
4. Promote wellness programs and resources to employees and regularly communicate and assist with program enrollment opportunities.
5. Coordinate and maintain program schedules to maximize program efficiency and effectiveness.
6. Analyze City experience/health risk data, internal/external trends and develop targeted initiatives to address identified health risks.
7. Develop and implement assessment plans to gauge program effectiveness and make recommendations for enhancements to increase participation and improve wellness outcomes.
8. Plan and implement the delivery of health risk assessments, health screenings, health fairs, web based health management tools, and on-site health promotion

programs and activities.

9. Conduct educational programs and presentations on health-related topics.
10. Participate on City committees in researching and formulating wellness initiatives; assist in the publication of wellness newsletters and other health promotion media; and promote employee recognition for positive health-related lifestyle choices.
11. Maintain program statistics and report information to the Wellness Committee as requested.
12. Respond to participant and employee inquiries in a timely manner.
13. Obtain and review health promotion resources from various sources and/or develop and customize materials as needed.
14. Perform special projects and other duties as assigned.

EDUCATION & EXPERIENCE REQUIREMENTS:

Education & Experience Requirements

A. Graduation from an accredited college or university with a Bachelor's Degree in health promotion management, health education, public health education, nursing, business administration, exercise science, or a related health education or management field; OR four (4) years of full-time verifiable education or professional experience in the administration of health promotion or wellness programs.

License Requirements

A. Possession of a valid driver's license.

KNOWLEDGE REQUIREMENTS:

- A. Knowledge of methods, techniques, and objectives of health promotion and wellness programs designed to meet the needs of a diverse employee workforce.
- B. Knowledge of community resources available in the area for dealing with health and related issues.
- C. Knowledge of the marketing and promotion of wellness programs, fitness activities and health management information.
- D. Knowledge of Public Health principles and their application in the community.
- E. Knowledge of teaching and learning principles, principles of behavior change, and methods to influence the environment.

SKILL REQUIREMENTS:

- A. Skill in communicating to a variety of audiences with ability to convey complex wellness and fitness concepts.
- B. Skill in applying health principles, practices and tools into the promotion of programs designed to target and improve lifestyle risks of employees.
- C. Skill in planning and organizing work activities to meet established objectives.
- D. Skill in the use of computer presentation software, such as PowerPoint.
- E. Skill in using the Internet to send and retrieve up-to-date information for employees and the wellness program.
- F. Highly effective organizational and time management skills.

ABILITY REQUIREMENTS:

- A. Ability to develop, implement and evaluate wellness programs.
- B. Ability to communicate effectively orally, and in writing.
- C. Ability to establish and maintain effective working relationships with employees, co-workers, and members of other organizations and agencies.
- D. Ability to monitor and make budgetary recommendations.
- E. Ability to train and educate others on health related topics.
- F. Ability to act as a resource person and educator for employees and community.
- G. Ability to use software packages to create brochures, reports, or newsletters.

H. Ability to read, interpret and present information effectively and efficiently.

PHYSICAL REQUIREMENTS:

- A. Ability to frequently stand, walk, sit, type, talk, hear, use near and mid-range vision.
- B. Ability to occasionally transport, usually by lifting and carrying, material/equipment weighing up to 25 pounds for presentations.
- C. Ability to occasionally bend, stoop and reach for supplies, files, etc.
- D. Ability to participate in all wellness programs, challenges and initiatives.
- E. Ability to transport oneself, to, from, and around work sites.
- F. Ability to attend work on a regular basis.