



To: HRRC

Agenda Item #: VI. A.

From: Ari Klugman
City Manager Intern

Action
Discussion
Information

Date: April 23, 2013

Subject: Plan Joint Work Session W/Council

Action Requested:

None.

Information / Background:

The annual joint Work Session with the City Council is planned for May 7th at 5:30 pm. The Commission should review proposals for new items with the Council and discuss priorities for the work session.

Attachment:

Draft Joint Work Session Agenda

2013 Approved Work Plan

Ideas/Topics submitted by Commissioners

Domestic Partner Ordinance Revisions

AGENDA
CITY COUNCIL WORK SESSION
CITY OF EDINA, MINNESOTA
COMMUNITY ROOM
May 7, 2013

**5:30 P.M. – JOINT MEETING WITH EDINA HUMAN RIGHTS & RELATIONS
COMMISSION**

- I. CALL TO ORDER
- II. ROLL CALL
- III. Human Rights and Relations Commission
 - A. Update on current work plan items
 - B. Domestic Partner Ordinance Revisions
 - C. New Ideas
 - 1. Quasquicentennial
 - 2. Youth Leadership Retreat
- IV. ADJOURNMENT

Human Rights and Relations Commission 2013 Annual Work Plan

2013 New Initiative	Target Completion Date	Budget Required	Staff Support Required	Council Approval
Anti-bullying event and/or education- Edina Reads	April 22, 2013	\$1,450	Video, publicity and communications.	Yes
Progress Report: Completed. The HRRC worked with the Edina Reads Committee and the League of Women Voters to host an event on April 22 nd at the Senior Center.				

2013 New Initiative	Target Completion Date	Budget Required	Staff Support Required	Council Approval
Developing cross organizational partnerships to gain an understanding of community needs related to census demographic changes. Potential Partners- Edina Resource Center, Edina Police, Somali and Asian Community leaders.		\$1,500		Yes
Progress Report: Commission has created its first workgroup and has contacted Carrie Cabe from the Edina Resource Center, John Ford –Equity and Inclusion Specialist for Edina Public Schools and Tom McKenzie from the Edina Police Department to serve as potential partners on the work group. The Commission is also considering hosting training for Community Listening Sessions. The training would potentially be in partnership with Richfield and Eden Prairie Human Rights Commissions and be open to the community and/or other board and commission members.				

2013 New Initiative	Target Completion Date	Budget Required	Staff Support Required	Council Approval
Explore support opportunities for Victims of Domestic Violence. Potential for partnership with Cornerstone or Tubman.	Early 2013			Yes

Progress Report: Not yet started. The Commission has identified some potential resources at Hamline Law School.

2013 New Initiative	Target Completion Date	Budget Required	Staff Support Required	Council Approval
Plan an activity for Days of Remembrance- Janet Horvath to perform her piece related to the Holocaust and Bullying. Potential tie into anti-bullying with the High School.	April / May 2013 to coincide with the national celebration of Yom Hashoah	\$3,000	Video, publicity and communications.	Yes
Progress Report: Due to budget and time limitations the Commission decided to only play the videos on channel 16 and set up a display, the event is completed for this year. Next year the Commission is considering hosting a larger event similar to the one previously thought for this year.				

Ongoing Responsibilities

Update Bias/Hate Crimes Response Plan – March of each year
Days of Remembrance - April or May, to coincide with the national celebration of Yom Hashoah
Tom Oye Award – Jan 1 About town deadline is October 19 th . Select in March of each year.

Other Work Plan Ideas Considered for Current Year or Future Years

Health Care Reform Act Information Panel	
Transportation Survey of Impact on Humans	

Proposed Month for Joint Work Session: March

Staff Comments:

Council Comments:

Ideas submitted by Commissioners

1. Youth Retreat
- 2.

Dream To Lead A Youth Leadership Retreat



Presented by Bloomington Human Rights Commission
For Bloomington Youth, Ages 15-21

Friday, February 22, 2013 • 3:00-8:00 p.m.

Oak Grove Middle School • 1350 W. 106th St. • Door C

Speaker: Ann Bancroft, adventurer, teacher, and author

Growing up with a learning disability, Ann Bancroft overcame adversity. She had always dreamed of traversing Antarctica. In 2001, Ann completed a 1,717 mile journey across Antarctica.

Ann was the first woman to complete several expeditions to the poles. Ann has proven that if you continue on and believe not only in your dreams, but yourself, anything is possible.

Action Packed Breakout Sessions: Led by the Conflict Resolution Center

Take away leadership skills that will propel you to chase your dreams and continue to believe in yourself.

A meal and transportation will be provided.

Buses will depart from Jefferson and Kennedy High School entrances at 2:40 p.m.

Transportation will be provided after the event to regular bus stop routes.



Cosponsored By: Bloomington Public Schools

For more information contact, Human Rights Commission
humanrights@ci.bloomington.mn.us, P: 952-563-8733; TTY 952-563-8740

Registration Slips Due: Friday, February 8, 2013

Last Name: _____ First Name: _____
Phone: _____ Email: _____
Address: _____
School: _____ Grade: _____
Emergency Contact: _____
Medical Concerns: _____
Parent Signature (required): _____ Date: _____

Return To:

Jefferson High School, Main Office or
Kennedy High School, Counseling Office

Do you need transportation?

Yes No

INITIAL HERE Waiver: I understand that participation in this activity or program is completely voluntary and that the activity or program being offered is for the benefit of the participant(s). The City of Bloomington shall not be liable for any claims, injuries or damages, of whatever nature, incurred by the participant(s) which are directly or indirectly attributable to the negligence, whether passive or active, of the City, their agents or employees, arising out of, or in connection with the activity or programs. On behalf of the participant(s), and myself I expressly release and discharge the City, their agents or employees from any such claims, injuries or damages. I also understand this waiver includes any injuries that may result from the condition of facility used in the activity or program.

INITIAL HERE Data Privacy: The data you supply on this form will be used to enroll you in a recreational and/or social program. Some of the data requested is private and is available to you and to City staff who need to have this information to perform their duties, but not to the public. You are not legally required to provide this data, but the City's staff may not be able to complete your registration and/or you may not receive updated program information.

Release Agreement: City of Bloomington staff take pictures and video of participants enjoying these activities for use in marketing and promotion of programs. If I do not grant permission, I will send a letter to the City of Bloomington, Human Rights Commission expressing my wishes.

The City of Bloomington does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all City of Bloomington services, programs, and activities. Upon request, this information can be available in Braille, large print, audio tape and/or electronic format.

Section 195 – Domestic Partnerships

195.01 Purpose.

The City of Edina authorizes and establishes a voluntary program of registration of domestic partners. The domestic partnership registry is a means by which unmarried, committed couples who reside or work in Edina and who share a life and home together may document their relationship.

Edina's Domestic Partnership ordinance is a City ordinance and does not create rights, privileges, or responsibilities that are available to married couples under state or federal law. The City of Edina cannot provide legal advice concerning domestic partnerships. Applicants and registrants may wish to consult with an attorney for such advice including but not limited to: wills, medical matters, finances and powers of attorney, children and dependents, medical, health care and employment benefits.

195.02 Definitions. The following words and phrases used in this Code have the meanings given in this Section.

Domestic Partner. Any two adults who meet all the following:

1. Are not related by blood closer than permitted under marriage laws of the state.
2. Are not married.
3. Are competent to enter into a contract.
4. Are jointly responsible to each other for the necessities of life.
5. Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.
6. Do not have any other domestic partner(s).
7. Are both at least 18 years of age.
8. At least one of whom resides in Edina or is employed in Edina.

Domestic Partnership. The term "domestic partnership" shall include, upon production of valid, government-issued documentation, in addition to domestic partnerships registered with the City of Edina, and regardless of whether partners in either circumstance have sought further registration with the City of Edina:

- A. Any persons who have a currently-registered domestic partnership with a governmental body pursuant to state, local or other law authorizing such registration. The term domestic partnership shall be construed liberally to include unions, regardless of title, in which two individuals are committed to one another as married persons are traditionally committed, except for the traditional marital status and solemnities.
- B. Marriages that would be legally recognized as a contract of lawful marriage in another local, state or foreign jurisdiction, but for the operation of Minnesota law.

195.03 Registration of Domestic Partnerships.

- A. The City Clerk shall accept an application in a form provided by the City to register domestic partners who state in such application that they meet the definition of domestic partners.

B. The City Clerk shall charge an application fee for the registration of domestic partners and shall charge a fee for providing certified copies of registrations, amendments, or notices of termination. The fees required by this Section shall be in the amount set forth in Section 185 of this Code.

C. The City Clerk shall provide each domestic partner with a registration certificate. The registration certificate shall not be issued prior to the third working day after the date of the application.

D. This application and certificate may be used as evidence of the existence of a domestic partner relationship.

E. The City Clerk shall keep a record of all registrations of domestic partnership, amendments to registrations and notices of termination. The records shall be maintained so that amendments and notices of termination are filed with the registration of domestic partnership to which they pertain.

F. The application and amendments thereto, the registration certificate, and termination notices shall constitute government data and will be subject to disclosure pursuant to the terms of the Minnesota Government Data Practices Act.

195.04 Amendments.

The City Clerk may accept amendments for filing from persons who have domestic partnership registrations on file, except amendments which would replace one of the registered partners with another individual.

195.05 Termination of Domestic Partnership.

Domestic partnership registration terminates when the earliest of the following occurs:

1. One of the partners dies; or
2. Forty-five days after one partner: a) sends the other partner written notice, on a form provided by the City, that he or she is terminating the partnership; and b) files the notice of termination and an affidavit of service of the notice on the other partner with the City Clerk.

History: Ord 2010-12, 06-03-2010 codified

Draft Domestic Partnership Ordinance Revision:

When the City Council approved the Domestic Partnership Ordinance, there were worried about the cost implications of the fourth point (listed below):

“Adopt an Equal Benefits ordinance in a form substantially similar to Exhibit B requiring entities that contractors with the city be required to provide equal benefits to spouses and domestic partners of their employees.”

To remedy the cost implications the following language has been proposed:

“Adopt an Equal Benefits ordinance in a form substantially similar to Exhibit B, however when two or more providers of goods and services submit the exact pricing and terms of payment, that preference be given to the provider supporting equal benefits to spouses and domestic partners of their employees.”

City of Edina

Proposed Domestic Partnership Ordinances

Human Rights and Relations Commission

01/25/2010

The purpose of the proposed Domestic Partnership Ordinances is to allow Domestic Partners registration rights, the same rights in public venues as a married couple and provide city employees and contractors domestic partner benefits.

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DRAFT

The Human Rights and Relations Commission works diligently to secure freedom for City of Edina residents and employees from discrimination due to race, color, creed, religion, age, sex, sexual orientation or national origin. As we look at issues currently facing our community one of our largest struggles is eliminating discrimination against domestic partners. Currently domestic partners are not able to enjoy the same benefits as married couples within the City of Edina. In order to ensure equality within the City of Edina, the Human Rights and Relations Commission is proposing the adoption of a Registered Domestic Partnership ordinance.

The proposed Registered Domestic Partnership Ordinances allows all Edina residents and employees who have registered as Domestic Partners equal access to all privileges currently enjoyed by married partners which are not prohibited under State and Federal laws (including but not limited to sick leave, bereavement leave and relocation assistance). The proposed is a civil ordinance preventing discrimination to same or opposite gender persons who have registered their Domestic Partnership in Edina.

Further, the Registered Domestic Partnership ordinance strengthens the community as a whole in public venues. It will treat Registered Domestic Partners as equals to married couples in public venues operated by the City of Edina, some which also innocently discriminate against Domestic Partners.

Finally, the Registered Domestic Partnership ordinance will facilitate educating the community to further acceptance and tolerance by all Edina residents.

Resolutions

The Edina Human and Rights and Relations Commissions urges the Edina City Council to:

- 1) Adopt a Domestic Partnership Ordinance in the form substantially similar to Exhibit A which is based on those currently in place with the cities of Minneapolis, St. Paul and Duluth.
- 2) Assure all public venues operated by the City of Edina include Domestic Partners and their families within existing family or household memberships, registrations and fees.
- 3) Update the City of Edina Personnel Policy (City Code Section 150) to allow city employees paid and/or unpaid time off benefits to care for Domestic Partners.
- 4) Adopt an Equal Benefits ordinance in a form substantially similar to Exhibit B, however when two or more providers of goods and services submit the exact pricing and terms of payment, that preference be given to the provider supporting requiring entities that contracts with the city be required to provide equal benefits to spouses and domestic partners of their employees.
- 5) Recognize Domestic Partner registrations for initial homestead rights and will not require annual re-registration for homestead classification by Domestic Partners homeowners except in the instance of termination of the Domestic Partner registration.

Additional Information on Resolutions

- 1) The Domestic Partner Ordinance sets forth a procedure whereby couples may register, for a nominal fee, as Domestic Partners, or terminate their registration, using simple forms the City of Edina can model on those of Minneapolis, Duluth, and St. Paul.
- 2) All City of Edina public venues would offer “Household” or “Dual” memberships rather than only “Family” memberships.
- 3) The City of Edina Personnel Policy, 150.10 Sick Leave Subd.3 Purpose, should be changed to define who is eligible for sick, funeral, illness of others leave to read as follows:

“Sick leave with pay may be granted to employees entitled thereto when the employee is unable to perform scheduled work duties due to illness/disability, the necessity for medical, dental or chiropractor care, childbirth or pregnancy disability, exposure to contagious disease where such exposure may endanger the health of others with whom the employee would come in contact in the course of performing work duties. Sick leave with pay may also be granted for a variety of other family and medical circumstances. The amount and condition under which sick leave with pay may be used for such circumstances is provided in the family and medical leave policy adopted pursuant to Subsection 150.13 of this Code. Sick leave with pay may be granted for a maximum of five scheduled work days in the event of the death of an employee’s spouse, father, mother, spouses’ father or mother or child, and Domestic Partners and a maximum of three days in the event of the death of an employee’s grandparent, grandchild, brother or sister.”

The City of Edina Personnel Policy, 150.13, Family and Medical Leave, should be changed to read as follows:

Leave, Section 2(B): “In order to care for an immediate family member (spouse, child, or parent) or a Domestic Partner of the employee if such immediate family member or Domestic Partner has a serious health condition.”

Leave, Intermittent or Reduced Leave, Section A: “An employee may take intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care of an immediate family member or Domestic Partner with a serious health condition or when “medically necessary”.”

EXHIBIT A

DOMESTIC PARTNERSHIPS

Section 1: Purpose

The city of Edina recognizes that a nationwide debate has advanced an expanded concept of familial relationships between two non-married, adult partners who are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities. This Chapter creates a process to provide persons the opportunity to declare themselves domestic partners thereby providing a government-based foundation to such committed relationships which positively contributes to the health, safety and welfare of the community as a whole.

Section 2: Definitions.

For purposes of this Chapter, the following terms shall be defined as follows:

1. Domestic partner. Any two adults who:
 1. Are not related by blood closer than permitted under marriage laws of the state.
 2. Are not married.
 3. Are competent to enter into a contract.
 4. Are jointly responsible to each other for the necessities of life.
 5. Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.
 6. Do not have any other domestic partner(s).
 7. Both persons are at least 18 years of age.
2. Domestic partnership. The term “domestic partnership” shall include, upon production of valid, government-issued documentation, in addition to domestic partnerships registered with the city of Edina, and regardless of whether partners in either circumstances have sought further registration with the city of Edina:
 1. Any persons who have a currently-registered domestic partnership with a governmental body pursuant to state, local or other law authorizing such registration. The term domestic partnership shall be construed liberally to include same-sex unions, regardless of title, in which two same-sex individuals are committed to one another as married persons are traditionally committed, except for the traditional marital status and solemnities;
 2. Marriages that would be legally recognized as a contract of lawful marriage in another local, state or foreign jurisdiction, but for the operation of Minnesota law.

Section 3: Registration of domestic partnerships.

- (a) The city clerk shall accept an application in a form substantially similar to Article 1 to register as domestic partners who state in such application that they meet the definition of domestic partners set out in Section 2B. Subsequent changes in address shall be reported to the city clerk within 30 days of such change;
- (b) The city clerk shall charge an application fee for the registration of a domestic partnership and shall charge a reasonable fee per document for providing certified copies of registrations, amendments or notices of termination. There shall be no charge for filing amendments or notices of termination;
- (c) The city clerk shall provide each domestic partner with a registration certificate. The registration certificate shall not be issued prior to the third working day after the date of the application;
- (d) This application and certificate may be used as evidence of the existence of a domestic partner relationship;
- (e) The city clerk shall keep a record of all registrations of domestic partnership, amendments to registrations and notices of termination received by the city clerk. The records shall be maintained so that amendments and notices of termination are filed with the registration of domestic partnership to which they pertain;
- (f) The application and amendments thereto, the registration certificate, and termination notices shall constitute government data and will be subject to disclosure pursuant to the terms of the Minnesota Government Data Practices Act.

Section 4. Amendments.

The city clerk may accept amendments for filing from persons who have domestic partnership registrations on file, except amendments which would replace one of the registered partners with another individual.

Section 5. Termination of domestic partnership.

- (a) Either person in a domestic partnership registered with the city of Edina may initiate the termination of the domestic partnership, by written notification, in the form of Article 2, to the city clerk. The city clerk shall promptly notify the other partner at the address of record by certified mail;
3. A domestic partnership registration terminates when the 3 earlier of the following occurs:
 1. One of the partners dies; or

2. Forty-five days after one partner sends the other written notice that he or she has terminated the partnership by filing a notice of termination with the city clerk; or
3. Forty-five days after the city clerk notifies the non-filing partner of the filing of any notice of termination.

Section 6. That this ordinance shall take effect 30 days after its passage and publication.

DRAFT

**ARTICLE 1
CITY OF EDINA
DECLARATION OF DOMESTIC PARTNERSHIP REGISTRATION FORM**

We the undersigned, do declare that we meet the requirements of xxxx Code section xxx, which are as follows:

Unless otherwise provided by state, local or other applicable law authorizing the registration of domestic partnerships, a person who is in a domestic partnership, which consists of two (2) adults who:

1. Are not related by blood closer than permitted under marriage laws of the state.
 2. Are not married.
 3. Are competent to enter into a contract.
 4. Are jointly responsible to each other for the necessities of life.
 5. Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.
 6. Do not have any other domestic partner(s).
- Both persons are at least 18 years of age.

The representations are true and correct, and contain no material omissions of fact to the best of our knowledge and belief. Filing an intentionally and materially false Declaration of Domestic Partnership shall be punishable as a misdemeanor.

Partner 1

Partner 2

Name

Name

Signature

Signature

Date of Birth

Date of Birth

Mailing Address

City

State

Zip Code

INSTRUCTIONS FOR COMPLETING THE DECLARATION OF DOMESTIC PARTNERSHIP (FORM xxxxxxxx)

For easier completion, this form is available on the City of Edina's website at www.xxxxxxx/. It can be viewed, filled in and printed from your computer. If you do not complete this form online, please type or legibly print in black or blue ink. Do not alter this form.

Complete the Declaration of Domestic Partnership (Form xxxxxx) as follows:

- Both persons must meet all of the requirements of Section xxx, as stated on the front of the Declaration of Domestic Partnership form.
- Both persons must sign and affix their signatures to the same Declaration of Domestic Partnership form.
- Both persons must print their names legibly. The names must be printed in the order requested: Last name, First name, Middle name. If there is a suffix, i.e. Jr., Sr., etc., include this as part of the last name.
- A complete mailing address is required (address, city, state, zip code.) Print legibly. Do not abbreviate city names.
- The signature of both persons must be notarized with a certificate of acknowledgment. The Declaration of Domestic Partnership must be signed using the name of the individual prior to the name change, if any.

The completed form can be mailed to xxxxxx or delivered in person to the xxxx office, xxxxx OR can be hand delivered for over-the-counter processing

FEES: The fee for filing Form xxxxxx is \$20.00.

Payments for documents submitted: by mail to xxxx can be made by cash, check or money order. Checks or money orders should be made payable to the City of Edina.

ARTICLE 2

TERMINATION OF REGISTRATION AS A DOMESTIC PARTNERSHIP

CITY OF EDINA
CITY CLERK'S OFFICE

OFFICE USE ONLY

Date Received _____
Effective Date _____

I HEREBY TERMINATE MY REGISTRATION AS A DOMESTIC PARTNERSHIP.

PRINT NAME:

SIGNATURE: _____ DATE: _____

ADDRESS:

CITY/STATE: _____ ZIP: _____

PLEASE NOTIFY THE FOLLOWING INDIVIDUAL OF THIS TERMINATION BY CERTIFIED MAIL:

PRINT NAME:

SIGNATURE: _____ DATE: _____

ADDRESS:

CITY/STATE: _____ ZIP: _____

PRIVACY NOTICE

The Minnesota Department of Administration has issued an advisory opinion in which it concludes that all information on file with the City pertaining to domestic partnership registration should be classified as public data pursuant to the Minnesota Government Data Practices Act ("Act"). However, the Act allows the City to classify such information as private data if disclosure of the information would be likely to substantially jeopardize the security of individuals and their property. If you believe that release of the information would substantially jeopardize your security and want your information to remain private, please read the statement below, check the box and fill in the information requested. Your information will remain public if you do not sign this form.

I request this data to be considered private due to security concerns.

SIGNATURE: _____ DATE: _____

Mail or deliver to: City Clerk's Office

EXHIBIT B

CITY OF EDINA EQUAL BENEFITS ORDINANCE (effective xx/xx/xxxx)

Equal benefits provisions in contracts.

(a) The City of Edina recognizes that a nationwide debate has advanced an expanded concept of familial relationships beyond traditional, marital relationships. This expanded concept includes relationships between two (2) non-married, adult partners who are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities. The City of Edina also recognizes that it annually enters into numerous contracts for the purchase of goods and services.

Requiring contractors to provide to employees with domestic partners benefits equal to those provided to employees who are married will require contractors to maintain a competitive advantage in recruiting and retaining the highest quality work force, thereby improving the quality of goods and services that the city receives. The City of Edina has a fiscal responsibility to ensure that it purchases the best quality goods and services possible within its budgetary constraints. To ensure that the City of Edina receives improved quality of goods and services, the functions of the purchasing agent are expanded as provided in this section.

(b) In addition to the functions described in this chapter, the purchasing agent for the city must do the following:

- (1) Require that notice of the requirements of this section be provided in every request for proposal and bid specification, whether involving goods or services.
- (2) Require that, unless an exception is granted by the city council, every contract include a provision that the contractor will comply with this section.

(c) For purposes of this section, the following definitions apply:

Cash equivalent. If a married person receives a benefit as part of its “pay for purposes of calculating overtime, Social Security, pension and other benefits”, that same principle will apply for offering cash equivalency for domestic partners receiving payments for those same benefits. As such, the cash equivalent of the following benefits apply:

- (1) For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.
- (2) For disability insurance, life insurance, health benefits, and dental benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis

while the domestic partner employee maintains such insurance in force for himself or herself.

- (3) For a membership, the cost to the contractor of the membership fee normally paid for a spouse, as long as the domestic partner employee would have been provided such membership payments if the domestic partner employee would have had a spouse.
- (4) For moving expenses and travel expenses, expenses that would have been paid to the domestic partner employee if the domestic partner of the employee were a spouse.
- (5) For family leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of wages, as it is for a married person, of the domestic partner employee for the number of days allowed.

Contract. An agreement where one of the parties is the City of Edina for personal services; for the sale or purchase of supplies, materials, equipment or the rental thereof; or for the construction, alteration, repair or maintenance of personal property.

Contractor / Subcontractor. Any individual, corporation, partnership, association, nonprofit organization, groups of persons, organization, company, firm, limited liability company, joint venture, enterprise, or any other legal or commercial entity, or combination thereof, which enters into a contract with the city. Workweeks include consecutive and nonconsecutive workweeks.

Domestic partner.

- a. Any person who has a currently registered domestic partnership with a governmental body pursuant to state, local, or other law authorizing such registration. The term domestic partnership should be construed broadly to include same-sex civil unions or other such same-sex unions in which two (2) same-sex individuals are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities; or
- b. Unless otherwise provided by state, local or other applicable law authorizing the registration of domestic partnerships, a person who is in a domestic partnership, which consists of two (2) adults who:
 - (1) Are not related by blood closer than permitted under marriage laws of the state.
 - (2) Are not married.
 - (3) Are competent to enter into a contract.
 - (4) Are jointly responsible to each other for the necessities of life.
 - (5) Are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.

- (6) Do not have any other domestic partner(s).
- (7) Both persons are at least 18 years of age.

Domestic partner employee. An employee who has a domestic partner.

Employee. An individual who performs services for compensation for a contractor and who is entitled to one or more employee benefits. Employee does not include independent contractors.

Employee benefits. Unless otherwise prohibited by state, federal or other law, bereavement leave, disability insurance, life insurance, health benefits, dental benefits, family leave, memberships, moving expenses, and travel benefits provided to employees of the contractor.

Registry. A system or mechanism for the recognition of, at a minimum, domestic partners during the term of the contract.

Religious or denominational educational institution. An educational institution which is operated, supervised, controlled or sustained primarily by a religious or denominational organization, or is one which is stated by the parent church body to be and is, in fact, officially related to that church through church representation on the board of the institution and through substantial church financial assistance to the institution; and further includes any agent or employee of such an institution.

Religious or denominational organization. Corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious purposes, no part of the net earnings of which inures to the benefit of any private shareholder or individual, no substantial part of the activities of which is carrying on propaganda, or otherwise attempting, to influence legislation (except as otherwise provided in subsection 26 U.S.C. § 501(h)), and which does not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

Serious health condition: Serious health condition as defined by the federal Family and Medical Leave Act.

(d) No contractor shall discriminate by policy or practice in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. Any employee benefit provided in any manner contingent upon the existence of a marital relationship must also be provided to an employee who has a domestic partner. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to a domestic partner, so long as the contractor provides the employee with a cash equivalent of such a benefit.

(e) The provisions of subsection (d) do not apply when the City of Edina is purchasing through a cooperative or joint purchasing agreement.

(f) A contractor is deemed in compliance with subsection (d) if the contractor meets one of the following criteria:

(1) The contractor allows every employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits.

(2) The contractor maintains a registry from the execution of the contract to the completion of the contract. The maintenance of this registry shall include notice to employees of:

- a. The existence of such a registry.
- b. The requirements to be placed on the registry.
- c. The requirements to be removed from such a registry.
- d. The possibility of the extension of benefits to domestic partners of employees during the duration of any contract. However, upon request of an employee, the employee will be placed on the registry and will be provided equal benefits pursuant to subsection (d).

(3) The contractor states that, during the duration of the contract, it will provide notice to employees that the contractor will create a registry upon request of an employee of the contractor or upon request of the manager of the Office of the City Manager, or the director's designee. Such notice to employees shall also advise employees of the requirements to be placed on the registry, the requirements to be removed from the registry, and the possibility of the extension of benefits to domestic partners of employees during the duration of any contract.

(4) The contractor provides benefits neither to employees' spouses nor to employees' domestic partners.

(5) The contractor cannot comply with the requirements of subsection (d) because those requirements are inconsistent with a grant or agreement with a public agency.

(6) The contractor is a religious or denominational educational institution.

(7) The contractor is a religious or denominational organization.

(8) The contractor is a governmental entity.

(g) The city council may grant exceptions to the requirements of subsection (d) where:

(1) Award of a contract or amendment to a contract is necessary to respond to an emergency, where the existence of an emergency is determined by the city

council. In determining whether there is an emergency, the city council must consider the following nonexclusive factors: the nature of the contract; the length of the contract; the cost of the contract; whether grants are involved in the contract and the requirements of those grants; whether there is a need to have materials and goods furnished immediately and the consequences of a delay in having those materials and goods furnished; the monetary consequences if action is not taken immediately; any safety issues that may be involved; the consequences on labor, increased labor costs, and scheduling of labor; the need to complete work before a strike deadline; and the impact of delaying one phase or portion of a project on the other phase(s) or portion(s) of the project.

(2) The city council considers the following nonexclusive factors and determines that an exception is in the best interests of the City of Edina, as long as the contract is not renewed after a twelve month period unless the contractor becomes compliant with this Ordinance:

- a. Bids are received, the bids demonstrate that none of the bidders can comply with this section, and one (1) or more of the bids would have been responsive if compliance with this section would not have been listed as a requirement in the bid specification. Under this circumstance, the city could then rebid and delete the bid specification of complying with this section in the rebid.
- b. A request for proposal is requesting unique services that can only be reasonably provided by one (1) contractor.
- c. There is only one (1) bidder.
- d. Only one (1) proposal is submitted to a request for proposal.
- e. After a comparison between personal services proposals in which contractors would comply with this section with personal services proposals in which contractors would not comply with this section, the city council determines that the City of Edina would gain a substantial cost savings by awarding a personal services contract to a contractor that will not comply with this section.

(h) Decisions by the city council to grant exceptions to the requirements of (d) are final.

(i) This section shall only apply to those portions of a contractor's operations that occur:

(1) Within the City of Edina.

(2) On real property outside of the City of Edina if the property is owned by the

City of Edina or if the City of Edina has a right to occupy the property, and if the contractor's presence at that location is connected to a contract.

(3) Elsewhere in the United States where work related to a contract is being performed.

(j) The requirements of this section shall only apply during the duration of the contract.

(k) Except for subsection (l), all requirements of this section that apply to contractors shall also apply to subcontractors.

(l) The contractor will include the provisions of this ordinance in every subcontract, specifically or by reference, so that such provisions will be binding upon each subcontractor.

(m) Because of its experience with the enforcement of other contractual requirements, and to avoid administrative costs of implementing a new enforcement unit, the Edina City Manager's Department shall enforce the provisions of this section pursuant to all of its enforcement powers under Title 7 of this Code.