



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: City Administrator Dan Wietecha
Date: April 5, 2021
Item: Contract with Dakota County for COVID-19 Vaccine Administration and Clinic Security

Council Actions Requested:

1. Approve Contract for Services between the County of Dakota and City of Hastings for COVID-19 Vaccine Clinics (security)
2. Approve Contract for Services between the County of Dakota and City of Hastings for COVID-19 Vaccine Clinics (vaccine administration) – contract # C0033900

Background Information:

Dakota County Public Health Department has inquired about Hastings Police Department's ability to provide security for a proposed COVID-19 vaccine clinic in Hastings. The County would reimburse the City for staff time/overtime for providing security on the County's behalf. Chief Schafer has indicated that these hours would need to be handled without disruption to department schedules.

Dakota County Public Health Department has also inquired about training qualified personnel of the Hastings Fire Department to augment staffing at current and/or proposed COVID-9 vaccine clinics in the County. The County would reimburse the City for staff time/overtime administering vaccines on the County's behalf. Chief Townsend has indicated that these hours would need to be handled without disruption to department schedules.

Both contracts have been reviewed by City Attorney Land.

Financial Impact:

Revenues offset costs.

Committee Discussion:

Not applicable

Attachments:

- Contract for Services between the County of Dakota and City of Hastings for COVID-19 Vaccine Clinics (security) – draft
- Contract for Services between the County of Dakota and City of Hastings for COVID-19 Vaccine Clinics (vaccine administration) – contract # C0033900

**CONTRACT FOR SERVICES BETWEEN THE COUNTY OF DAKOTA
AND CITY OF HASTINGS
FOR COVID-19 VACCINE CLINICS**

This Agreement is made and entered into by and between City of Hastings 150 3rd Street East, Hastings, Minnesota, 55033 and the County of Dakota, 1580 Highway 55, Hastings, Minnesota 55033 ("County").

WHEREAS, Minn. Stat. §12.37 permits political subdivisions, during an emergency, to enter into contracts to protect the health and safety of persons; and

WHEREAS, the County Board of Commissioner by Resolution No. 20-139 declared a local state of emergency due to the COVID-19 pandemic; and

WHEREAS, the County will be offering a mass vaccination clinic to administer the COVID-19 vaccine; and

WHEREAS, there have been disturbances at other vaccination clinics and therefore the County has a need for law enforcement presence at its clinic sites;

WHEREAS, due to anticipated volumes of people, there will be a need for traffic management assistance at the clinic sites;

WHEREAS, the City desires to assist the County in this effort; and

WHEREAS, the County and City understand and agree that:

1. The County and its employees are not agents, servants, or employees of the City and shall not make any such representations nor hold themselves out as such; and
2. The City and its employees are not agents, servants, or employees of the County and shall not make any such representations nor hold themselves out as such; and

WHEREAS, the County Board of Commissioners by Resolution No. 21-160 authorized the County to enter into an agreement with the City for the provision of services for the vaccine clinic.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
PURPOSE

The purpose of this Agreement is for the City, through the Hastings Police Department, to provide law enforcement and traffic management services at the County's mass vaccination clinic within its jurisdiction.

The undersigned Parties intend that this Agreement shall serve as a valid written request for aid as required by FEMA for any unity of government requesting reimbursement funds for those reasonable eligible costs incurred as a result of a qualifying emergency.

The recitals set forth in the Whereas clauses above are incorporated by reference as if fully set forth herein.

ARTICLE 2
TERM

This Agreement shall begin upon approval and execution by all Parties and shall continue through June 30, 2021. This Agreement may be extended by mutual written agreement of the Parties. This Agreement may be terminated with or without cause, by either Party upon seven (7) days written notice. This Agreement may be terminated if the funds necessary for compensation are not appropriated.

ARTICLE 3
ROLES AND RESPONSIBILITIES

1. The County shall have the following responsibilities:
 - a. Secure locations for mass vaccine sites.
 - b. Provide and direct all staff and volunteers relative to administration of COVID-19 vaccine clinic.
 - c. Pay City invoices consistent with Minnesota Prompt Pay Act, Minn. Stat. § 471.425.
 - d. Collect, maintain and process all paperwork for FEMA reimbursement.
2. The City shall have the following responsibilities:
 - a. Assign one (1) law enforcement to the vaccine clinic during the term of the Agreement on Tuesdays from 8 am to 3 pm. The law enforcement officers will stay past 3 pm if there are situations necessitating their presence. The Parties recognize that vaccine clinic schedules and staffing needs may be subject to modification and/or cease entirely. If there is a change in a need of staffing and/or scheduling, the County will provide the City with seven (7) days notice before enacting the change. If there is an immediate need for a scheduling change, the County and City will meet in good faith to modify staffing. The Parties agree that the City is entitled to reimbursement only for those hours actually worked by its law enforcement officers. This Agreement does not guarantee the above stated work hours.
 - b. Provide and direct all required law enforcement officers providing security and/or traffic management on site at the mass vaccine clinic.
 - c. Assign law enforcement officers in good standing with Hastings Police Department.
 - d. Manage, control and direct the assigned law enforcement officers.
 - e. Assist and provide County will all documentation necessary for FEMA reimbursement.
3. The Parties will each be solely responsible for the health and safety of their own employees in connection with the work performed under this Agreement. Each Party shall ensure all personnel assigned are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Agreement.

ARTICLE 4
COMPENSATION

1. The County shall pay to the City \$90.00 per hour per license peace officer for hours actually worked under this Agreement. The contract amount will not exceed \$40,000. The County will be seeking FEMA reimbursement for these costs.
2. The City will invoice the County in two week increments. The City will only invoice County for hours actually worked.

ARTICLE 5
MUTUAL INDEMNIFICATION

Each Party shall be liable for its own acts to the extent provided by law and hereby agrees, to the extent permitted by law, to indemnify, hold harmless, and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission

of the Party, its agents, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the County and City's liability shall be limited by the provisions of the Municipal Tort Claims Act, Minn. Ch. 466 or other applicable law.

ARTICLE 6
WORKER'S COMPENSATION

Each Party will responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance a program of self-insurance covering its own personnel while they are providing services pursuant to this agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

ARTICLE 7
DAMAGE TO EQUIPMENT

Each Party shall be responsible for damages to or loss of its own equipment used during the provision of services under this Agreement. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

ARTICLE 8
INDEPENDENT CONTRACTOR

The City through its Police Department is to be and shall remain an independent contractor with respect to any and all work performed under this Agreement. The City shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein. The law enforcement officers will continue to be under the control and jurisdiction of the City.

ARTICLE 9
GENERAL

Section 1. Notices.

The County of City may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the City:

Dave Wilske
Deputy Chief
Hastings Police Department
150 3rd Street East
Hastings, MN 55033
651-480-2332
DWilske@hastingsmn.gov

To the County:

Jim Iliff
Sergeant
Dakota County Sheriff's Department
1580 Highway 55
Hastings, MN 55033
651-438-4703
James.Iliff@co.dakota.mn.us

Section 2. Amendments.

No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3. Severability.

All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.

Section 4. Choice of Law.

The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction. Any lawsuits will be venued in Dakota County, Minnesota.

Section 5. Compliance with Laws/Standards.

The County and City agree to abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either party is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

Section 6. Nondiscrimination.

During the performance of the Agreement, the parties agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, familial status, public assistance status, criminal record, creed or national origin be excluded from full employment rights, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

Section 7. Data.

The Parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The County and City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and of the state and federal law regulating the dissemination of data.

Section 8. Non-Appropriation.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either Party in the event sufficient funds from the County, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.

Section 9. Records, Disclosure/Retention, Audits.

Pursuant to Minnesota Statutes Section 16C.05, subdivision. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

Section 10. Entire Agreement.

This Agreement is the entire agreement between the County and City and it supersedes all prior written or oral agreements. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

Approved as to form:

Assistant County Attorney/Date
County Attorney File #: KS-21-113-2

Board Resolution No. 21-160

COUNTY OF DAKOTA

By _____

Date of Signature _____

CITY OF HASTINGS

(I represent and warrant that I am authorized by law to execute this contract and legally bind the Contractor).

By _____

Title _____

Date of Signature _____

By _____

Title _____

Date of Signature _____

**CONTRACT FOR SERVICES BETWEEN THE COUNTY OF DAKOTA
AND CITY OF HASTINGS
FOR COVID-19 VACCINE CLINICS**

This Agreement is made and entered into by and between the City of Hastings, 101 4th St. East, Hastings, Minnesota 55033 ("City"), and the County of Dakota, 1580 Highway 55, Hastings, Minnesota 55033 ("County").

WHEREAS, Minn. Stat. §12.37 permits political subdivisions, during an emergency, to enter into contracts to protect the health and safety of persons; and

WHEREAS, the County Board of Commissioner by Resolution No. _____ declared a local state of emergency due to the COVID-19 pandemic; and

WHEREAS, the County will be offering a mass vaccination clinic to administer the COVID-19 vaccine; and

WHEREAS, due to anticipated volumes of people, there will be a need for EMS assistance at the clinic sites;

WHEREAS, the City desires to assist the County in this effort; and

WHEREAS, the County and City understand and agree that:

1. The County and its employees are not agents, servants, or employees of the City and shall not make any such representations nor hold themselves out as such; and
2. The City and its employees are not agents, servants, or employees of the County and shall not make any such representations nor hold themselves out as such; and

WHEREAS, the County Board of Commissioners by Resolution No. _____ authorized the County to enter into an agreement with the City for the provision of services for the vaccine clinic.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
PURPOSE

The purpose of this Agreement is for the City, through the Hastings Fire Department, to provide EMS staff to assist in vaccination at the County's mass vaccination clinic within Dakota County.

The undersigned Parties intend that this Agreement shall serve as a valid written request for aid as required by FEMA for any unity of government requesting reimbursement funds for those reasonable eligible costs incurred as a result of a qualifying emergency.

The recitals set forth in the Whereas clauses above are incorporated by reference as if fully set forth herein.

ARTICLE 2
TERM

This Agreement shall begin upon approval and execution by all Parties or on April 5, 2021 whichever occurs later and shall continue through August 31, 2021. This Agreement may be extended by mutual written agreement of the Parties. This Agreement may be terminated with or without cause, by either Party upon seven (7) days written notice. This Agreement may be terminated if the funds necessary for compensation are not appropriated.

ARTICLE 3
ROLES AND RESPONSIBILITIES

1. The County shall have the following responsibilities:
 - a. Secure locations for mass vaccine sites.
 - b. Schedule EMS staff, as needed, from list of volunteers.
 - c. Provide training for EMS staff who are qualified to serve as vaccinators.
 - d. Provide all vaccine related supplies and equipment needed to administer vaccines.
 - e. Provide logistical support for COVID services including computers and access to the Prep Mod scheduling system.
 - f. Provide necessary information and updates on COVID-19 that will be helpful for the vaccine clinic response.
 - g. Vaccinate any EMS providers who have not yet been vaccinated.
 - h. Pay City invoices consistent with Minnesota Prompt Pay Act, Minn. Stat. § 471.425.
 - i. Collect, maintain and process all paperwork for FEMA reimbursement.

2. The City shall have the following responsibilities:
 - a. Ensure all City EMS personnel participating in the duties contemplated by this Agreement are doing so on a voluntary basis and are not required by the City to perform these duties.
 - b. Provide a list of potential personnel with their corresponding hourly billable rate to the County.
 - c. Provide trained personnel to support COVID 19 vaccination clinics.
 - d. Verify personnel participating are credentialed by the Emergency Medical Service Regulatory Board (EMSRB) under MN Statutes, chapter 144E, to administer the COVID-19 vaccine and Epinephrine under a written vaccine protocol from a licensed provider.
 - e. Ensure the EMS provider has the medical director's approval before participating in the vaccine administration.
 - f. Submit monthly invoices for staffing costs.
 - g. Assist and provide County will all documentation necessary for FEMA reimbursement.

3. The Parties understand the staffing needs and duties are as follows:
 - a. AEMT's or Paramedics
 - i. Work under Dakota County Public Health medical protocols (orders) to provide vaccinations during Dakota County sponsored COVID vaccination clinics.
 - ii. Able to the scheduled work shifts, as agreed to by the Parties, at Metcalf Junior High in Burnsville on Monday, Wednesday, Thursday or Friday. Clinic hours for M, W, Th are 8:30-3:30 p.m. with an hour lunch break from 11:30-12:30 p.m. a.m. Friday clinic hours are 8:30-11:30 a.m.
 - iii. Able to work the scheduled shifts, as agreed to by the Parties, at Hastings Pleasant Library on Tuesday, clinic hours 9:30-3:30 p.m. with a lunch break 11:30-12:30 p.m.
 - iv. Draw up and administer vaccine.
 - v. Draw up and administer epinephrine if needed.
 - vi. Provide support if someone has a reaction to the vaccine.
 - vii. Document vaccine administration in PrepMod documentation system.

 - b. EMT
 - i. Provide emergency medical services and support if someone has a reaction to the vaccine.
 - ii. Able to work the scheduled shifts, as agreed to by the Parties, at Metcalf Junior High in Burnsville - on Monday, Wednesday, Thursday or Friday. Clinic hours for M, W, Th are 8:30-3:30 p.m. with an hour lunch break from 11:30-12:30 p.m. a.m. Friday clinic hours are 8:30-11:30 a.m.
 - iii. Able to work the scheduled shifts, as agreed to by the Parties, at Hastings Pleasant Library on Tuesday, clinic hours 9:30-3:30 p.m. with a lunch break 11:30-12:30 p.m.

ARTICLE 4
COMPENSATION

1. The County shall pay to the City \$ 38.72-51.02 per employee depending on the EMS employee's hourly rate for hours worked under this Agreement. The contract amount will not exceed \$50,000. The County will be seeking FEMA reimbursement for these costs.
2. The City will invoice the County monthly. The City will only invoice County for hours worked.

ARTICLE 5
MUTUAL INDEMNIFICATION

The County shall defend, indemnify and hold harmless the City, its employees, officers and elected and appointed officials against any and all claims brought or actions filed against the City for injury to, death of, or damage to the property of any third person or persons, for claims arising from the performance and/or the provision of assistance of duties articulated in Article 3.1 a-f.

In all other cases, each Party shall be liable for its own acts to the extent provided by law and hereby agrees, to the extent permitted by law, to indemnify, hold harmless, and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that the County and City's liability shall be limited by the provisions of the Municipal Tort Claims Act, Minn. Ch. 466 or other applicable law.

ARTICLE 6
WORKER'S COMPENSATION

Each Party will responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance a program of self-insurance covering its own personnel while they are providing services pursuant to this agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.

ARTICLE 7
DAMAGE TO EQUIPMENT

Each Party shall be responsible for damages to or loss of its own equipment used during the provision of services under this Agreement. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

ARTICLE 8
INDEPENDENT CONTRACTOR

The City through its Fire Department is to be and shall remain an independent contractor with respect to any and all work performed under this Agreement. The EMS staff will continue to be under the control and jurisdiction of the City.

ARTICLE 9
GENERAL

Section 1. Notices.

The County of City may, by giving written notice to the other party, designate any address or addresses to which notices or other communications to them shall be sent when required by or related to this Agreement. Until otherwise provided by the respective parties, all notices or communications shall be addressed as follows:

To the City:

John Townsend
Fire Chief
Hastings Fire Department
115 5th Street West
Hastings, MN 55033
Telephone: 651-480-6153
JTownsend@hastingsmn.gov

To the County:

Gina Adasiewicz
Public Health Deputy Director
Dakota County Public Health Department
1 Mendota Road
West St. Paul, MN 55118
Telephone: 952-891-7149
Gina.Adasiewicz@co.dakota.mn.us

Section 2. Amendments.

No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3. Severability.

All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained in the Agreement and that such holding shall not invalidate or render unenforceable any other provision.

Section 4. Choice of Law.

The laws of the state of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement. The captions and headings of the provisions under this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction. Any lawsuits will be venued in Dakota County, Minnesota.

Section 5. Compliance with Laws/Standards.

The County and City agree to abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which either party is responsible. Any violation of this section is a material breach of this Agreement. No Notice of Default is required to terminate under this section.

Section 6. Nondiscrimination.

During the performance of the Agreement, the parties agree to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, familial status, public assistance status, criminal record, creed or national origin be excluded from full employment rights, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

Section 7. Data.

The Parties agree that any information and data received from the other party during the term of this Agreement shall be treated and maintained in accordance with all applicable federal, state, and local laws, rules and regulations governing same, including but not limited to the provisions of the Minnesota Government Data

Practices Act, Minnesota Statutes, Chapter 13. The County and City agree to provide to each other data which is reasonably necessary to fulfill the purpose of this Agreement, provided such sharing of data is done in accordance with the Minnesota Government Data Practices Act and of the state and federal law regulating the dissemination of data.

HEALTH DATA PRIVACY. When applicable to the Contractor’s duties under this Contract, the Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Minnesota Health Records Act, and any other applicable health data laws, rules, standards, and requirements in effect during the term of this Contract.

APPEALS. The Contractor shall assist the County in complying with the provisions of Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters, if applicable.

Section 8. Non-Appropriation.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either Party in the event sufficient funds from the County, State, Federal or other sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement and the non-appropriation of funds did not result from any act of bad faith on the part of the terminating party.

Section 9. Records, Disclosure/Retention, Audits.

Pursuant to Minnesota Statutes Section 16C. 05, subdivision. 5, any books, records, documents, and accounting procedures and practices of the County and the City relevant to this Agreement are subject to examination by the County or the City and either the Legislative Auditor or the State Auditor as appropriate. The County and City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

Section 10. Entire Agreement.

This Agreement is the entire agreement between the County and City and it supersedes all prior written or oral agreements. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS WHEREOF, this Agreement was entered into on the date(s) set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to every provision, and hereby acknowledge receipt of a copy.

COUNTY OF DAKOTA

Approved as to form:

Assistant County Attorney/Date
County Attorney File #: KS-21-113-3

Board Resolution No. _____

By _____

Date of Signature _____

CITY OF HASTINGS

By _____

Title _____

Date of Signature _____