

Agreement Between Ramsey County and City of Saint Paul Emergency Management

This is an Agreement between Ramsey County, Minnesota (“County”), and the City of Saint Paul, Minnesota (“City”), both political subdivisions of the State of Minnesota.

WHEREAS, the City has received certain grant funds from the Minnesota Department of Public Safety – Homeland Security and Emergency Management, to strengthen and enhance the Minneapolis – Saint Paul Metropolitan Medical Response System (“MMRS”); and

WHEREAS, the County has represented itself as competent to provide the services required by that certain grant; and

WHEREAS, the City wishes to engage the County to provide said services under the term of this Agreement; now, therefore,

The County and the City agree as follows:

1. Scope of Services

The County shall:

- Coordinate and support the development and implementation of the Minneapolis-Saint Paul MMRS program, to include the MMRS Charter, MMRS work groups and MMRS grant-funded initiatives. Provide support in the development of annual grant investment justifications as directed by the MMRS Co-chairs. Provide project management for the ongoing implementation of the Metro Pharmaceutical Cache program and other grant-funded initiatives as assigned. Provide supervisory leadership to the MMRS Coordinator, including ongoing direction and performance management included but not limited to:
 - Provide leadership and coordinative support to the MMRS Work Groups and MMRS Co-chairs
 - Facilitate MMRS Charter development process, and any subsequent amendments or revisions
 - Develop and maintain proficiency as the subject matter expert of the Metro Pharmaceutical Cache plan and Responder Dispense automated screening tool
 - Lead the rollout of the Metro Pharmaceutical Cache plan. Conduct “train the trainer” sessions for key personnel in metro jurisdictions of the Metro Pharmaceutical Cache plan and the Responder Dispense automated screening tool. Provide technical assistance to local metro jurisdictions as they conduct education and training of local first responders and other personnel who perform mission critical functions early in an emergency on distribution of Metro Pharmaceutical Cache assets
 - Provide ongoing coordination with Responder Dispense software developer to incorporate programming changes as needed
 - Coordinate MMRS exercises and training; ensure MMRS grant-funded exercises are conducted in accordance with the Homeland Security Exercise Evaluation Program
 - Supervise the MMRS Coordinator, and ensure fulfillment of contract terms

2. Time

The Term of this Agreement is April 1, 2012 to December 31, 2013.

3. Cost/Payment

For services provided pursuant to this Agreement the City will pay the County the sum of \$11,339.24 per month, for an amount not to exceed a total of \$238,124. The County will submit invoices to the City on a monthly basis. Payment will be made within 35 days of receipt of the invoice.

4. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto.

5. Indemnification/Insurance

Each party shall be liable for its own acts and the results thereof to the extent provided by law and agrees, subject to the extent of such law, to defend, indemnify, and hold harmless each other (including their officials, employees, volunteers, and agents), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses 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.

The City and the County are both self insured pursuant to the laws of the State of Minnesota. The City and County are in full compliance with the requirements of Minn. Stat. Ch. 176.

Nothing in this Agreement shall constitute a waiver by the County or City of any statutory or common law immunities, limits, or exceptions on liability.

6. Equal Employment Opportunity

The parties agree to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age.

7. Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of the performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

8. Audit

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, either party, upon written request, shall make available to the other party, the State Auditor or the City's ultimate funding sources, a copy of this Agreement and its books, documents, records and accounting procedures and practices relating to this Agreement.

9. Termination

Either party may terminate this Agreement without cause upon ninety days written notice to the other party. In such event, the County shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

10. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

11. Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY



Julie Kleinschmidt, County Manager

Date: 4/26/12

Approval recommended:



Marina McManus, Public Health Director

Approved as to form and insurance:



Assistant County Attorney

