



**Request for City Council Committee Action
From the Department of Health & Family Support**

Date: April 28, 2004

To: PUBLIC SAFETY AND REGULATORY SERVICES
Referral to: WAYS & MEANS/BUDGET

Subject: FACILITY AGREEMENT FOR PUBLIC HEALTH AND MEDICAL SERVICES BETWEEN HENNEPIN COUNTY AND THE CITY OF MINNEAPOLIS

Recommendation:

Authorization for the proper City officials to enter an agreement with Hennepin County for use of City-owned facilities for public health or medical emergencies for a period of five years after contract execution.

Previous Directives: None

Prepared or Submitted by: Becky McIntosh, Director of Planning & Administration
Phone: x2884

Approved by:

John Moir, City Coordinator

Klara Fabry, Director of Public Works

Presenters in Committee: Becky McIntosh, Health & Family Support
Steve Kotke, Director of Property and Equipment Services, Public Works
Chris Larson, Director of Facilities Services, MCC

Financial Impact (Check those that apply)

Other financial impact (Explain): The financial impact is undetermined as the agreement would only be implemented in the event of an emergency that exceeds current City and County capacity.

Background/Supporting Information Attached

Staff from Health & Family Support, Public Works Lands & Buildings, Convention Center, Emergency Management, and the City Attorney's office have worked with Hennepin County on the development of a Facility Agreement for Public Health and Medical Services. The purpose of the agreement is to allow the County, through its public health/human services department and Hennepin County Medical Center, to utilize City-owned space, facilities, and equipment as needed as part of its plan for public health emergency preparedness and response to bioterrorism. Potential sites include but are not limited to the Convention Center, Currie Public Works Facility, City public safety sites, and/or other suitable sites

under the control of the City Council. The City reserves the right to facilities if deemed in the City's best interest.

The City has contracted with the County for about 30 years for the provision of communicable disease prevention and control services. An extension of this contractual relationship is the joint planning, training, and coordination of response in the event of a public health emergency that is in progress between both health departments. The primary public health purpose for an agreement providing for County use of City-owned facilities is to provide sites for mass dispensing or vaccination clinics for City and County emergency responders and/or the residents of Minneapolis, although this agreement provides for County-wide use. The federal goal for public health is to be prepared to vaccinate or provide antibiotics to 100% of the City's population within a 3-5 day time period following a state health department directive.

Hennepin County Medical Center serves as the Regional Hospital Resource Center on behalf of the Metropolitan Hospital Compact, and must prepare for the potential need for an off-site medical care facility within the City to treat wounded and ill persons in the event of a public health or medical emergency including emergencies that overwhelm other hospitals participating in the regional hospital compact. The federal goal for the hospitals is to plan for a surge capacity regionally of 1200 ill or wounded beyond their normal operating capacity.

Upon execution this agreement will become part of the City's Emergency Operations Plan.

FACILITY AGREEMENT for PUBLIC HEALTH AND MEDICAL SERVICES
between
Hennepin County
and
The City of Minneapolis

This agreement is intended to facilitate cooperation, communication, and coordination between the City of Minneapolis, located in Hennepin County, State of Minnesota, and Hennepin County during public health or medical emergencies in Hennepin County. This Agreement is made between the City of Minneapolis, and Hennepin County in its role as the Hennepin County Board of Health through its Human Services Department, and Hennepin County, through the Hennepin County Medical Center, for use of City-owned facilities for public health or medical emergencies.

WHEREAS, pursuant to the terms of the Local Public Health Act, Minnesota Statutes Chapter 145A, the Hennepin County Board of Commissioners, as the County Board of Health, delegates responsibility to the Hennepin County Human Services Department to prevent and control communicable diseases; and

WHEREAS, the City of Minneapolis, pursuant to the Local Public Health Act, Minnesota Statutes Chapter 145A, is also a Board of Health and has previously contracted with Hennepin County to conduct certain public health activities related to the prevention and control of communicable diseases; and

WHEREAS, the City of Minneapolis through the Minneapolis Department of Health and Family Support, has contracted with Hennepin County, through the Human Services Department, to work together in planning for Public Health Preparedness and Response to Bioterrorism, a project funded by the Minnesota Department of Health; and

WHEREAS, the Human Services Department must prepare for the potential need for mass dispensing clinic sites within the City of Minneapolis.

WHEREAS, Hennepin County Medical Center which serves as the Regional Hospital Resource Center on behalf of the Metropolitan Hospital Compact must prepare for the potential need for an off-site medical care facility within the City of Minneapolis to treat wounded and ill persons in the event of a public health or medical emergency.

NOW, THEREFORE, the parties agree as follows:

The City of Minneapolis agrees to permit the Hennepin Human Services Department to use available space, grounds, kitchen, and equipment at a variety of city sites for mass dispensing activities as required in the conduct of disease prevention and control activities and wishes to cooperate with the Hennepin County Human Services Department for such purposes, to the extent such sites are not otherwise needed for City purposes. Potential sites include but are not limited to: the Minneapolis Convention Center, the Currie Public Works Facility, city public safety sites, and/or other suitable sites under the control of the City Council.

The City of Minneapolis further agrees to permit the Hennepin County Medical Center to use available space, grounds, kitchen, and equipment at a variety of potential city sites for an off-site medical care facility during emergencies in which local hospital resources cannot accommodate the surge for care. Potential sites include but are not limited to: the Minneapolis Convention Center, the Currie Public Works Facility, city public safety sites, and/or other suitable sites under the control of the City Council.

The parties mutually desire to reach an understanding that will result in making facilities of the City of Minneapolis available to the Hennepin County Human Services Department and/or Hennepin County Medical Center for the aforesaid uses, to the extent that sites are not needed for City purposes. Now, therefore, it is mutually agreed between the parties as follows:

1. The City of Minneapolis agrees that, after meeting its responsibilities to its residents or clients, it will permit, to the extent of its ability and upon request of the Hennepin County Human Services Department and/or the Hennepin County Medical Center, the use of its physical facilities and equipment by Hennepin County. The County shall provide a two-week notice for scheduling, if able, unless a public health emergency has been identified by either the governor, the Minnesota Department of Health, or as mutually agreed upon by the respective City and County local public health authorities. During emergencies, the City shall make space available within 24 hours, or sooner as needed, and for the time period being requested or as agreed. The specific space to be utilized shall be arranged between the City's Director of Property Services or successor or designee and a designee of the Hennepin County Human Services Department and/or the Hennepin County Medical Center. Recognizing that Convention Center space is subject to contractual obligations to clients, the use of available Convention Center space and facilities may be arranged between the City's Director of Property Services or successor or designee, the Convention Center's Executive Director or successor or designee, and the County's Human Services Department designee or the County's Medical Center designee.
2. To the extent of its ability, the City agrees to make available the following equipment that is available in the particular areas of the building the City authorizes for use pursuant to this agreement:
 - Office equipment, including telephones, copy machines, fax machines
 - Tables, chairs, desks, cots, wheelchairs
 - Refrigerators and cooking facilities
3. The Hennepin County Human Services Department and Hennepin County Medical Center agree that they shall present their requests for space to the Minneapolis Emergency Preparedness staff or the Minneapolis Director of Property Services who will facilitate the securing of space for the County. The Human Services Department and Hennepin County Medical Center shall exercise reasonable care in the conduct of its activities in city facilities and further agrees to replace or reimburse the City of Minneapolis for any supplies that may be used by the County in the conduct of its services.
4. Each party shall be responsible for its own acts and the results thereof to the extent provided by law. The County shall not allow use or continued occupancy of the space for any purpose for which the condition of the space is not suitable and free from obvious or visible hazards. The County shall defend, indemnify, and hold harmless the City (including its officials, employees, volunteers, and agents), from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees, resulting directly or indirectly from any act or omission of the County, its officials, agents, and volunteers, and anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, or in the County's use of the premises or activities conducted about the premises, or in the performance or failure to perform its obligations under this Agreement. The County may arrange with the City to preview space before use of City facilities.

The City shall defend, indemnify and hold harmless the County (including their officials, employees, volunteers, and agents), from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney 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.

Each party's liability shall be governed and limited by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties acknowledge that the parties are self-insured.

5. Both parties shall designate a primary contact person who can be reached twenty-four hours a day, seven days a week, in accordance with their respective emergency response plans, to initiate the use of space and to facilitate communication between the parties during use of the facility during an emergency.
6. This agreement to become effective and operative upon the fixing of the last signature. This agreement shall continue for five years unless cancelled by either party. Cancellation shall be effective upon 60 days written notice.

<THIS SPACE INTENTIONALLY LEFT BLANK>

The City of Minneapolis, having caused this Agreement to be executed and the Hennepin County Administrator having duly approved this Agreement on the ____ day of _____, 2004, and pursuant to such approval, the proper County officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

CITY OF MINNEAPOLIS

COUNTY OF HENNEPIN

By: _____
Mayor

By: _____
Assistant/Deputy/County Administrator

Date: _____

Date: _____

COUNTERSIGNED:

Finance Director

By: _____
Chair of its County Board

Date: _____

Date: _____

APPROVED AS TO FORM

ATTEST:

By: _____
Assistant City Attorney

By: _____
Deputy/Clerk of the County Board

Date: _____

Date: _____

Department Head/Public Works

APPROVED AS TO FORM:

Date _____

By: _____
Assistant County Attorney

Executive Director, Convention Center

Date: _____

Date _____

APPROVED AS TO EXECUTION:

The city is organized pursuant to (check one):

By: _____
Assistant County Attorney

Date: _____

Plan A Plan B Charter