

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department is requesting authorization to enter into a
 2 Computer Aided Dispatch (CAD) and Mobile Data Agreement with Ramsey County through its
 3 Emergency Communications Department; and
 4

5 WHEREAS, the City of Saint Paul has an existing Dispatch Joint Powers agreement with Ramsey
 6 County which will expire on December 31, 2016; and
 7

8 WHEREAS, Ramsey County and the City of St Paul Office of Technology and Communication have
 9 determined that the existing CAD system is nearing the end of its life cycle and will be procuring an
 10 integrated public safety CAD/Mobile system to be owned by the County and used County-wide by
 11 numerous agencies anticipating the implementation of the system in 2015; and
 12

13 WHEREAS, the purpose of this agreement is to establish parameters for the provision of Computer-
 14 Aided Dispatch and Mobile Data Services by the County to the Members, and to delineate the terms and
 15 conditions under which the County will provide these CAD Services; and
 16

17 THEREFORE BE IT RESOLVED, that the council approves entering into and authorizes Police Chief
 18 Thomas E. Smith and Fire Chief Tim Butler to implement the attached agreement with Ramsey County.
 19

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Khaliq (Interim)			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

By: **Thomas E. Smith, Chief of Police**



Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

CAD and Mobile Data Agreement Among Ramsey County and Members

This is an agreement between the County of Ramsey, a political subdivision of the State of Minnesota, through the Emergency Communications Department, 388 13th Street, Saint Paul, MN 55101 ("County") and the City of Saint Paul, 15 West Kellogg Boulevard, St. Paul, MN 55102 (a "Member").

WHEREAS, All public safety agencies in Ramsey County currently use a Computer Aided Dispatch ("CAD") System owned by the City of Saint Paul; and

WHEREAS, The County operates the Ramsey County Emergency Communications Center ("ECC"); and

WHEREAS, The County has Dispatch Joint Powers Agreements in place with the Members to provide dispatch services that will expire on December 31, 2016; and

WHEREAS, Due to the CAD System nearing the end of its life cycle, the County issued a Request for Proposals ("RFP") for an integrated public safety CAD/Mobile system ("System"), to be owned by the County and used County-wide by the ECC, the White Bear Lake Emergency Communications Center ("WBLECC"), and numerous Law Enforcement and Fire/EMS agencies across the County; and

WHEREAS, The County anticipates that implementation of the System will occur in 2015; and

WHEREAS, The parties to this Agreement hereby agree as follows:

1. **Purpose:** The purpose of this CAD and Mobile Data Agreement ("Agreement") is to establish parameters for the provision of Computer-Aided Dispatch and Mobile Data services ("CAD Services") by the County to the Members, and to delineate the terms and conditions under which the County will provide these CAD Services. All Parties agree to work cooperatively to fulfill the terms and purpose of this Agreement.

2. Definitions

For purposes of this Agreement, the following terms have the indicated meanings:

2.1 **Additional Member** means any Governmental Unit that signs this Agreement with the County on or after January 1, 2015.

2.2 **Agreement** means this CAD and Mobile Data Agreement among Ramsey County and Members, as may be amended from time to time.

2.3 **AVL/Automatic Vehicle Location System** means a combination of hardware and services that can detect the near-real time location of a vehicle and send that information to the CAD System so it can be displayed on a map.

2.4 **CAD/Computer-Aided Dispatch or Dispatching** is a computer-based system that allows persons in a dispatch center to create and update records of calls for service and to easily view and understand the status of all units being dispatched. CAD

provides displays and tools so the dispatcher can handle calls-for-service as efficiently as possible.

- 2.5 **CAD System** means the combination of hardware, software and services the County utilizes to provide CAD System functionality to Members as described in the System Purchase Agreement Between TriTech Software Systems and Ramsey County, MN, dated July 12, 2013 (pursuant to Ramsey County Board Resolution 2012-313), incorporated herein in its entirety and made a part of this Agreement by reference. The County owns the CAD System hardware and software.
- 2.6 **CAD System Vendor** means one or more entities from whom the County procures the CAD System.
- 2.7 **County** means Ramsey County.
- 2.8 **Department** means the Ramsey County Department of Emergency Communications.
- 2.9 **Director** means the Director of the Ramsey County Department of Emergency Communications, who reports to and serves at the pleasure of the County Manager.
- 2.10 **Emergency Communications Center/ECC** means the location from which the County provides dispatching services for police, fire, emergency medical services, and other public safety functions.
- 2.11 **Governmental Unit** means, for purposes of this Agreement, the definition set forth in Minnesota Statutes §471.59.
- 2.12 **Initial Member** means any Governmental Unit that signs this Agreement with the County before January 1, 2015.
- 2.13 **Member** means either an Initial Member or an Additional Member.
- 2.14 **Mobile Data System** means the combination of hardware, software, and services used by the County to facilitate Members' use of the System on mobile devices.
- 2.15 **Operational Contact** means a person and an alternate person representing a Member who will receive technical notifications and provide technical coordination between that Member and the County.
- 2.16 **Party** means the County or any Member.
- 2.17 **Qualified Committee/Subcommittee Member** means an individual sitting as a named Committee or Subcommittee member and not legally disqualified. Qualified members may be represented by designees where provided by this Agreement.
- 2.18 **Recovery Time Objective** means the duration of time within which a business process must be restored after a disaster or disruption in order to avoid unacceptable consequences.
- 2.19 **System** means the combined CAD System, Mobile Data System, AVL System and Fire Alerting System.
- 2.20 **System Investment Fund** means a budget fund to pay for equipment replacement and make ongoing investments in the System.

- 2.21 **System Manager** means the Ramsey County employee who is responsible for management of the System and who reports to the Director.
- 2.22 **System Replacement Fund** means a budget fund for eventual replacement of the System.
- 2.23 **System User** means an individual or agency of a Governmental Unit that is authorized to utilize the System.
- 2.24 **Year** means one calendar year.

3. Membership

- 3.1 Only a Governmental Unit (“Entity”) that is a party to an agreement with the County for Dispatch Services (“Dispatch Agreement”) and is within the boundary of Ramsey County may become a Member under this Agreement.
- 3.2 An Entity that is not an Initial Member may become an Additional Member using the following process:
 - 3.2.1 The Entity submits to the Chair of the CAD Policy Committee a resolution of the Entity’s governing body approving the submission of a request to become a Member under the terms and conditions of this Agreement.
 - 3.2.2 The CAD Policy Committee reviews the request in consultation with appropriate County staff (which may include ECC staff, Attorney(s) and/or Administration staff), and takes action on such request within 120 days of receipt of the request.
 - 3.2.3 Upon approval of membership by the CAD Policy Committee, the requesting Entity and the County execute a duplicate of this Agreement, or the version of this Agreement then in effect for all Members.
 - 3.2.4 Within 60 days of Agreement execution, the Additional Member pays an initial one-time fee to cover licensing and other startup costs as described in section 8. Cost/Payment.
- 3.3 Upon final execution of this Agreement and receipt of the initial one-time fee, the Entity shall become an Additional Member and shall have all of the rights and responsibilities of a Member as set forth in this Agreement.

4. Governance

4.1 CAD Policy Committee

- 4.1.1 The CAD Policy Committee is hereby created with the duties, powers, and responsibilities as set forth in this Agreement.
- 4.1.2 The CAD Policy Committee (“Committee”) shall be comprised of the members of the Dispatch Policy Committee as identified in section 4.02 of the 2005 Joint Powers Agreement Between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operations (“Dispatch JPA”), an excerpt of which is attached hereto and made part of this agreement as **Exhibit 1**,

and the Officers of the Dispatch Policy Committee shall serve as the Officers of the CAD Policy Committee.

4.1.3 The CAD Policy Committee Officers shall have the duties, powers and responsibilities set forth in this Agreement.

4.1.4 Officers

4.1.4.1 The duties of the Chair shall be as follows:

4.1.4.1.1 approve the agenda for Committee meetings, with the input and assistance of the Director and other Committee members;

4.1.4.1.2 preside at Committee meetings;

4.1.4.1.3 sign all official documents as authorized by the Committee;

4.1.4.1.4 make reports, directly or through a designee, to the Committee and the Ramsey County Board as required or deemed appropriate; and

4.1.4.1.5 perform such other duties as are incident to the office and properly expected by the Committee.

4.1.4.2 The duties of the Vice Chair shall be as follows:

4.1.4.2.1 in the absence of the Chair, to perform the duties of the Chair; and

4.1.4.2.2 to perform such duties as may be requested by the Chair.

4.1.4.3 The Director shall serve as executive secretary to the Committee and shall provide all correspondence, reporting, and recordkeeping functions for the Committee, consistent with Minnesota Statutes Chapter 13 and statutory retention laws.

4.1.5 Powers and Authority of the CAD Policy Committee

4.1.5.1 The Committee shall assist the County in reviewing and evaluating the performance of the System to ensure that the service meets the needs and expectations of the Members and System Users.

4.1.5.2 The Committee shall make recommendations to the County Manager, the Director and the System Manager concerning the facilitation of public safety services through use of the System.

4.1.5.3 The Committee shall periodically review operations and make recommendations to the Director on the operations, standards, and budget for the System.

4.1.5.4 The Committee shall serve as an appeals body as provided in this Agreement.

- 4.1.5.5 The Committee shall review the proposed annual budget prepared by the Director, and after any agreed-upon modifications, make a recommendation to the County Board to approve the budget.
- 4.1.5.6 The Committee will approve fund balance goals for the System Investment Fund every two years.
- 4.1.5.7 The Committee may report issues regarding the performance of the Director to the County Manager. The County Manager will work with the Director in an expeditious manner to resolve any concerns raised by the Committee.

4.1.6 Meetings and Voting

- 4.1.6.1 The Committee shall meet at least quarterly during the first year this Agreement is in effect. Thereafter, the Committee members shall determine the frequency of regular meetings. In addition, a special meeting may be called by the Chair.
 - 4.1.6.2 Each Party and each representative on the Committee shall be responsible for complying with requirements of State statutes relating to open meetings.
 - 4.1.6.3 Each Committee member may cast one vote.
 - 4.1.6.4 Committee members may not appoint proxies or designees.
 - 4.1.6.5 A decision of the Committee requires a quorum and approval by a majority of the Committee members present.
 - 4.1.6.6 A quorum of the Committee means one half of the Qualified Committee Members plus one.
 - 4.1.6.7 At its first meeting, the Committee shall adopt a process for resolving tie votes.
- 4.1.7 Unless earlier dissolved by mutual written agreement of all of the then-current Members, the CAD Policy Committee will continue to operate for the duration of this Agreement.

4.2 CAD Command Subcommittee

- 4.2.1 A CAD Command Subcommittee ("Subcommittee") shall be formed, to be comprised of one Chief or Command level person from each of the following System Users:
 - 4.2.1.1 The Ramsey County Sheriff's Office;
 - 4.2.1.2 If Saint Paul signs this Agreement, Saint Paul Police and Saint Paul Fire;
 - 4.2.1.3 If Maplewood signs this Agreement, Maplewood Police and Maplewood Fire;

- 4.2.1.4 For other System Users, one suburban fire department and one suburban police department.
- 4.2.2 CAD Command Subcommittee Membership, Voting, and Meetings.
 - 4.2.2.1 The System Users identified in this Agreement as members of the Subcommittee shall each select their own representatives except that the suburban fire department representative (other than Maplewood) will be selected annually by the Ramsey County Fire Chiefs Association and the suburban police department representative (other than Maplewood) will be selected annually by the Ramsey County Chiefs of Police.
 - 4.2.2.2 The Subcommittee members shall select a Chair and a Vice Chair at its first meeting.
 - 4.2.2.3 The Subcommittee will meet quarterly or at such other intervals as determined by the Subcommittee members.
 - 4.2.2.4 Voting representation on the CAD Command Subcommittee shall be as follows:
 - 4.2.2.4.1 The City of Saint Paul Fire Chief (or designee) shall have two (2) votes
 - 4.2.2.4.2 The City of Saint Paul Police Chief (or designee) shall have two (2) votes
 - 4.2.2.4.3 The Ramsey County Sheriff's Office (or designee) shall have one (1) vote
 - 4.2.2.4.4 The City of Maplewood Fire Chief (or designee) shall have one (1) vote
 - 4.2.2.4.5 The City of Maplewood Police Chief (or designee) shall have one (1) vote
 - 4.2.2.4.6 The remaining suburban Fire agencies shall be represented by one Fire Chief (or designee) to be selected by those agencies. That representative shall have one (1) vote.
 - 4.2.2.4.7 The remaining suburban Police agencies shall be represented by one Police Chief (or designee) to be selected by those agencies. That representative shall have one (1) vote.
 - 4.2.2.5 A decision of the Subcommittee requires a quorum and approval by a majority of the Subcommittee members present.
 - 4.2.2.6 A quorum of the Subcommittee means one half of the Qualified Subcommittee Members plus one.
 - 4.2.2.7 Subcommittee members may appoint designees.

- 4.2.3 CAD Command Subcommittee roles and responsibilities:
 - 4.2.3.1 Provide System User input to the System Manager into the process of developing protocols and standards for the System.
 - 4.2.3.2 Provide a forum for the exchange of ideas between System staff and System Users for the purpose of improving service, reviewing critical incidents, and resolving complaints.
 - 4.2.3.3 Provide input to the CAD Policy Committee as to the overall performance of the System in serving the needs of the System Users.
 - 4.2.3.4 Review the Director's proposed CAD budget and make recommendations to the CAD Policy Committee. CAD Command Subcommittee members may invite Member finance staff to budget meetings.
 - 4.2.3.5 Review and approve System and security standards as those standards may change over time. See section 10.
- 4.2.4 Issues that cannot be resolved by the Subcommittee shall be referred to the CAD Policy Committee.

4.3 CAD Operations Groups (Law Enforcement and Fire/EMS)

- 4.3.1 **Membership:** these groups consist of end user representatives, with technical personnel invited as needed:
 - 4.3.1.1 The Law Enforcement Operations Group shall be comprised of one police officer, deputy, or supervisor from each law enforcement agency served by the System.
 - 4.3.1.2 The Fire/EMS Operations Group shall be comprised of one firefighter, emergency medical responder, or supervisor from each fire and EMS agency served by the System.
- 4.3.2 **Roles and responsibilities:** The Operations Groups bring forward, document, discuss and attempt to resolve technical and operational matters. These Groups provide advice and recommendations regarding technical and operational issues to the CAD Command Subcommittee.

4.4 Conducting business (for all committees, subcommittees and operations groups)

- 4.4.1 There will be a Charter for each group.
- 4.4.2 There will be written minutes of each meeting.

5. System Operation: Responsibilities of the Parties

5.1 General/Overview

- 5.1.1 The County will own and operate the System, as defined in this Agreement, for the use and benefit of the Members. This section delineates the responsibilities of the County and the Members for the procurement and operation of hardware, software, and services necessary for the System.
- 5.1.2 The County and the Members will ensure that their equipment used to access and use the System meets standard specifications established by the CAD System Vendor, and that equipment is in good working order, software is up-to-date and services are managed to meet agreed-upon service levels.
- 5.1.3 In order to meet the requirements of 5.1.2, the County and the Members will develop and implement refresh cycles for equipment and budget for needed software upgrades, maintenance and services.
- 5.1.4 The County will ensure that its CAD operations are sufficiently resourced and budgeted to fulfill the terms of this Agreement.
- 5.1.5 All Parties to this Agreement will make internal practices, books, and records available for audit as authorized or required by this Agreement and applicable law.
- 5.1.6 All Parties to this Agreement will work cooperatively to address audit findings.

5.2 CAD System

- 5.2.1 The CAD System provides functionality such as call input, call dispatching, call status maintenance, base map, event notes, field unit status and tracking, and call resolution and disposition.
- 5.2.2 County Responsibilities. The County is responsible for procuring and maintaining the following CAD System hardware, software, and related services:
 - 5.2.2.1 Computing hardware, platform and systems capable of running the CAD server and client software per the CAD System Vendor's standard specifications for the version in use.
 - 5.2.2.2 CAD System firmware updates.
 - 5.2.2.3 Operating system (OS) software that runs on the CAD computing hardware, and appropriate licensing for the OS software.
 - 5.2.2.4 Centralized CAD software applications that run on the computing platform (server software).
 - 5.2.2.5 Applications that are licensed to the County as part of the System.
 - 5.2.2.6 Licenses to use the CAD software at dispatch stations/consoles, and the ongoing maintenance of that software.

- 5.2.2.7 Loading of the CAD software at dispatch stations/consoles.
 - 5.2.2.8 Display and input devices at the ECC and Disaster Recovery (“DR”) sites.
 - 5.2.2.9 Printers at the ECC and DR sites.
 - 5.2.2.10 Access to web-based CAD end-user software that allows System Users to view CAD information.
 - 5.2.2.11 Installation of CAD client software on end user computer systems brought to the County’s service location, and 24/7 on-call troubleshooting support for Members who load the CAD client software at their own fixed remote locations.
 - 5.2.2.12 Manage System User accounts to ensure System Users are able to access needed services and information, in accordance with approved security standards.
 - 5.2.2.13 Database maintenance to keep up to date incident type codes, priority codes, emergency response area/beats, response plans, and resource assignment tables.
 - 5.2.2.14 Written instructions for self-installation of CAD client software (as applicable) on one version each of up to three (3) operating system platforms (e.g., Windows, iOS, Android).
- 5.2.3 Member Responsibilities. Each Member is responsible for procuring and maintaining the following CAD System hardware, software, and related services:
- 5.2.3.1 Computing systems capable of running the CAD client software per the CAD System Vendor’s standard specifications. This may include desktop or laptop computers, tablets or other computing devices.
 - 5.2.3.2 Internal testing of approved System modifications against Member-owned hardware and software.
 - 5.2.3.3 Installation of CAD client software at the Member’s fixed locations (if agency chooses not to bring the systems to the County’s service location).
 - 5.2.3.4 Printers at the Member’s own locations.

5.3 Mobile Data System

- 5.3.1 The Mobile Data System provides an interface between the user of the CAD client software on mobile devices and the ECC, as well as an interface to field reporting software accessed by the mobile device. This system provides two-way data transfer regarding dispatched incidents. Types of data transferred include time at which the responding vehicle arrives and clears calls.

5.3.2 County Responsibilities. The County is responsible for the following Mobile Data System hardware, software, and related services:

5.3.2.1 Computing hardware platform (e.g., servers) on which the County-provided Mobile Data System software operates.

5.3.2.2 Mobile Data System server firmware updates.

5.3.2.3 Server/host-based CAD mobile data application software for the County-provided Mobile Data System, including maintenance of licenses and implementation of patches and updates.

5.3.2.4 Applications that are licensed to the County as part of the Mobile Data System.

5.3.2.5 Mobile data client software for Members, including maintenance of licenses. Maintenance of System User accounts to ensure System Users are able to access needed services and information.

5.3.2.6 Database maintenance to keep up to date incident type codes, priority codes, emergency response areas/beats, response plans and resource assignment tables.

5.3.3 Member Responsibilities. Each Member is responsible for the following Mobile Data System hardware, software, and related services:

5.3.3.1 Wireless connectivity service (e.g., commercial cellular data services) over which to transmit CAD and CAD-related data.

5.3.3.2 Wireless signal antennas and receivers/transmitters for computing devices, which may be built in or external to the device.

5.3.3.3 Client computing devices/hardware on which to run the Mobile Data System software that meet standard specifications established by the CAD System Vendor.

5.3.3.4 Security on Member-owned devices according to applicable state and federal security requirements.

5.4 Wireless Data Security and Persistent Connectivity Service

5.4.1 The Wireless Data Security and Persistent Connectivity Service encrypts CAD and Mobile Data information that is sent over commercial wireless services. The Wireless Data Security and Persistent Connectivity Service also maintains usability when the wireless service is unavailable and reconnects automatically when that service is again available.

5.4.2 Services by other than County

5.4.2.1 After submitting a written plan to the ECC Director and after receiving written approval of that plan from the ECC Director and the CAD Command Subcommittee, a Member may elect to provide wireless data security and persistent connectivity services

on its own, and/or to contract with entities other than the County to provide these services. This is applicable only to wireless data security and persistent connectivity services and will be known as “opting out” or “opt out”.

5.4.2.2 A Member may choose to opt out of services for a subset of its System Users, for example, for only Law Enforcement personnel.

5.4.2.3 Should a Member opt out, the ECC would remain the “first call for help” for that Member’s System Users per section 5.4.3.6.

5.4.2.4 A Member that opts out is responsible for all elements of the provision and maintenance of the wireless data security and persistent connectivity service except 5.4.3.6.

5.4.3 County Responsibilities. The County is responsible for the following Wireless Data Security and Persistent Connectivity Service hardware, software, and related services for Members who do not opt out of having the County provide wireless data security and persistent connectivity service:

5.4.3.1 Acquisition of the service(s) and management of any necessary contracts.

5.4.3.2 Working with the Members and State of Minnesota to transition from existing licenses and agreements.

5.4.3.3 Distribution of client software (as needed) to subscribing Members, and maintaining licenses and updates for that software.

5.4.3.4 Applications that are licensed to the County as part of the Wireless System.

5.4.3.5 Maintenance of System User accounts to ensure that System Users are able to access needed services and information.

5.4.3.6 “First call” troubleshooting of connectivity issues.

5.4.3.7 Written installation standards/guidelines.

5.4.3.8 Initial installation of client software on end user computing devices at the County’s service location.

5.4.4 Member Responsibilities. Each Member is responsible for the following Wireless Data Security and Persistent Connectivity Service hardware, software, and related services:

5.4.4.1 Allowing the County to push software updates to end user computing devices. This does not apply to Members that opt out.

5.4.4.2 Management of wireless accounts to ensure that System Users are able to access needed services and information.

5.5 AVL System

- 5.5.1 An Automatic Vehicle Location (“AVL”) System, within the context of this Agreement, acquires vehicle location information via GPS signaling using an antenna and receiver in each vehicle. That location information is then transmitted by the Mobile Data System in the vehicle (via commercial wireless) to the ECC.
- 5.5.2 County Responsibilities. The County is responsible for the following AVL System hardware, software, and services:
 - 5.5.2.1 Computing hardware platform (e.g., servers) on which the County-provided AVL System software operates.
 - 5.5.2.2 Server/host-based AVL application software for the County-provided AVL System.
 - 5.5.2.3 Applications that are licensed to the County as part of the AVL System.
 - 5.5.2.4 Interfaces between the AVL System and the CAD and Mobile Systems.
 - 5.5.2.5 Licenses for AVL System client software to be used on end user computing devices, and software maintenance, including updates.
 - 5.5.2.6 Written installation standards/guidelines.
- 5.5.3 Member Responsibilities. Each Member is responsible for the following AVL System hardware, software, and services:
 - 5.5.3.1 Vehicle antennas and the installation of those antennas including cabling and other required hardware and services.
 - 5.5.3.2 GPS receivers (radios) and the installation of those in vehicles.
 - 5.5.3.3 Physical connections between the GPS receivers and the mobile data system computing devices (laptop, tablet) in the vehicles (if GPS is not built into the devices) and verification that GPS position data is being relayed to the device and mobile application.

5.6 End User Computing Devices

- 5.6.1 End user computing devices such as desktops, laptops and tablets provide a means to access and input CAD and Mobile Data information. End user computing devices may be handheld, connected to building networks or installed in vehicles.
- 5.6.2 County Responsibilities. The County is responsible for the following end user computing device hardware, software, and related services:
 - 5.6.2.1 Providing and maintaining end user computing devices and associated operating system software for the end user computing devices at the ECC.

- 5.6.2.2 Informing Members of changes to end user computing devices that are driven by the System, i.e., Operating System compatibility issues.
- 5.6.2.3 First call troubleshooting for System software.
- 5.6.3 Member Responsibilities. Each Member is responsible for the following end user computing device hardware, software, and services:
 - 5.6.3.1 Providing and maintaining end user computing devices and associated software for use of Member personnel.
 - 5.6.3.2 Ensuring that end user computing devices and associated software that will be used to access the System comply with standard specifications established by the CAD System Vendor.
 - 5.6.3.3 Providing and maintaining all non-System related (third-party) software, hardware and peripherals on end user computing devices.
 - 5.6.3.3.1 Should any Member decide to install additional third-party software on, or alter the configuration of, its end user computing devices, it does so at its own risk. Members must provide staff capable of providing support for the preparation, installation, maintenance and upgrades of such additional software. The County will test additional software for compatibility with the System at the request of Members. Such testing will be charged to the requesting Member.
 - 5.6.3.4 Keeping operating systems, applications and web browsers on Member end user computing devices up to date by applying appropriate patches, updates and upgrades in a timely manner, and according to standards to be developed per section 10.

5.7 Fire Department Alerting

5.7.1 Definitions:

- 5.7.1.1 **Fire Department** Alerting means the process and method used by the ECC to notify an agency that a call for service exists. This process begins at the dispatch console when a call is received and continues through the System until the notification is received by any or all of the following means: the Fire Station Controller, a two-tone voice paging device, or a messaging device that receives email, text, SMS, etc.
- 5.7.1.2 **Fire Station** Alerting means the process and method used by the Fire Station Controller to disseminate the alert within the station (using peripheral devices such as speakers, lights, menu boards,

monitors, printers, etc.) that is received through the Fire Department Alerting process.

5.7.2 County Responsibilities. The County is responsible for the following:

5.7.2.1 Related to Fire **Department** Alerting services, the County will provide and maintain all necessary software and equipment (servers, routers, radio systems, two-tone paging systems, digital messaging systems, etc.) required at the ECC to operate a communications gateway that interfaces with the CAD System to generate and transmit messages/alerts to remote Fire Station Controllers and/or devices using both primary/secondary means of communications (existing data networks, radio systems, phone lines, etc.).

5.7.2.2 Related to Fire **Department** Alerting services at fire station locations, the County is responsible to provide and maintain a device (Fire Station Controller) to receive dispatched calls at each fire station that uses an alerting system.

5.7.3 Members Responsibilities. Each Member is responsible for the following:

5.7.3.1 Fire **Station** Alerting – each Member that utilizes Fire Station Alerting is responsible for providing and maintaining all connections and peripherals beyond the Fire Station Controller that are used to disseminate the alert. Peripherals may include such items as speakers, lights, menu boards, monitors, printers, or any device that the Fire Station Controller communicates with in the fire station.

5.7.3.2 Fire Department **Paging** – each Member that utilizes fire department two-tone voice paging is responsible for providing and maintaining all devices necessary to receive two-tone voice pages from the ECC.

5.7.3.3 Fire Department **Messaging** – each Member that utilizes fire department messaging (email, text, SMS, etc.) is responsible for providing and maintaining all devices necessary to receive digital messages from the ECC.

5.8 Network Infrastructure

5.8.1 A **Wide Area Network (WAN)** is a telecommunication network that covers a broad area.

5.8.1.1 The point of WAN demarcation between the County and a Member is the firewall system designated to support the CAD/Mobile Data/AVL/Fire Alerting System at the Member's location. Note: If a Member uses web-based access, a dedicated WAN connection to the ECC may not be required.

5.8.1.2 **County Responsibilities**

5.8.1.2.1 The County is responsible for procuring and maintaining secured WAN connections needed to support the System (for example, to the State).

5.8.1.3 **Member Responsibilities**

5.8.1.3.1 Each Member is responsible for procuring and maintaining any necessary secured WAN connections from their site(s) to the ECC in order to access the System.

5.8.1.3.2 Moves, additions, and changes to WAN connections that are initiated by a Member are the responsibility of that Member.

5.8.2 **Firewall systems** are used to help keep a network secure. The primary objective is to control the incoming and outgoing traffic by determining whether data packets should be allowed through.

5.8.2.1 County Responsibilities. The County will provide and maintain firewall systems for the ECC and backup ECC sites.

5.8.2.2 Member Responsibilities. Members who wish to have a dedicated WAN connection to the System must provide and maintain their own firewall systems at their locations.

5.8.3 **Routing systems** forward data packets between different types of networks, such as from WANs to LANs. For this System, routing services are required at the ECC and at the backup dispatch facility. The County is responsible for these systems.

5.8.4 **Local area network (LAN) infrastructure** consists of network cabling, local wireless (e.g., WiFi), and switching systems within a building.

5.8.4.1 County Responsibilities. The County is responsible for LAN infrastructure at the ECC.

5.8.4.2 Member Responsibilities. Each Member is responsible for LAN systems within the Member's own facilities.

5.8.5 **Antivirus services** protect operating systems and other software from malicious code.

5.8.5.1 The County and all Members are individually responsible to maintain antivirus services on all computing devices that access the System. Those antivirus services must meet all applicable state and federal requirements.

5.8.5.2 The County and all Members have the right to disconnect systems/hardware/devices found to be compromised in a way that poses an immediate threat.

5.8.6 **Authentication** is used to ensure that only authorized users may access the System.

5.8.6.1 Members must use authentication methods that comply with applicable state and federal security requirements.

5.8.6.2 Members are responsible for the costs to implement and maintain authentication.

5.9 **Interfaces** – these are software programs developed specifically to link other software applications to the System. For cost allocations, refer to section 8.

5.9.1 The entities named below will be responsible to ensure the identified interfaces or their replacements or version changes listed below operate according to applicable specifications.

5.9.2 County Responsibilities.

5.9.2.1 The County is responsible for **both “ends”** of the following interfaces:

5.9.2.1.1 Alphanumeric paging

5.9.2.1.2 ANI/ALI/E9-1-1

5.9.2.1.3 BCA LEMS

5.9.2.1.4 Apparatus move-up management (one-way data export out of System) [DECCAN Live MUM at the time of the original Agreement]

5.9.2.1.5 Fire Department/Station alerting (one-way from System to alerting application)

5.9.2.1.6 Knowledge Center (Emergency Management)

5.9.2.1.7 Pictometry

5.9.2.2 The County is responsible for the **County’s “end”** of the following interfaces:

5.9.2.2.1 CAD-to-CAD interface with Allina Medical. Note: Allina Medical will pay for its end, both initially and ongoing.

5.9.2.2.2 Fire Records Management System (one-way data export out of System) [ImageTrend at the time of the original Agreement].

5.9.2.2.3 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement].

5.9.2.2.4 Law Enforcement Records Management Systems (one-way data export out of System).

5.9.2.2.5 EMS RMS (one-way data export out of System) [Sansio ePCR at the time of the original Agreement].

- 5.9.2.2.6 Field Reporting (one-way data export out of System).
- 5.9.2.3 The County is responsible for ensuring that information from the System is transferred via the provided Interfaces.
- 5.9.2.4 The County will provide “First Call” troubleshooting of identified interfaces.
- 5.9.3 Member Responsibilities. Members are responsible for the **User/Member “end”** of the following interfaces:
 - 5.9.3.1 HazMat, pre-plan, and premise information, by those Members that use it.
 - 5.9.3.2 City of Saint Paul’s locally developed Law Enforcement Records Management System, by the City of Saint Paul.
 - 5.9.3.3 Ramsey County Sheriff’s Office Law Enforcement Records Management System, by Ramsey County Sheriff’s Office.
 - 5.9.3.4 Law Enforcement Records Management System used by the cities of Roseville, Lauderdale, Falcon Heights, and North St. Paul.
 - 5.9.3.5 EMS RMS [Sansio ePCR at the time of the original Agreement], by those Members that use it.
 - 5.9.3.6 Field Reporting, by those Members that use it.
- 5.9.4 Protocol for changes to interfaces: when either the System or the linked application undergoes a modification (e.g., patches, updates and/or upgrades) that could affect the interface between the System and/or the linked applications, the Party that is identified as responsible for that interface under the terms of this Agreement must arrange for the necessary software modifications, and have all changes tested in a non-production environment prior to implementation in the production system. The County shall notify the Members at least 60 days prior to implementing changes to interfaces for which the County is responsible. A Member shall notify the County at least 60 days prior to implementing changes to interfaces for which the Member is responsible, and shall work with the County to coordinate and schedule the change in the production environment.
- 5.9.5 Troubleshooting problems due to interface changes is a joint responsibility of the Member and the County.
- 5.9.6 The County may charge for support services required due to changes to Member interfaces.

5.10 Responsible Use Policy

- 5.10.1 Execution of this Agreement by a Party is deemed to include agreement to comply with the provisions of this Responsible Use Policy (“Policy”).

5.10.2 Data Privacy and Security

5.10.2.1 All Parties to this Agreement will:

5.10.2.1.1 comply with applicable federal and state statutes, regulations and agreements regarding data privacy and security;

5.10.2.1.2 not obtain, use, share or disclose Protected Data other than as permitted or required by law. For purposes of this provision, the term Protected Data means "not public data", defined under the Minnesota Government Data Practices Act, Section 13.02, Subdivision 8a;

5.10.2.1.3 implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of Protected Data and prevent unauthorized use or disclosure by any Member or User;

5.10.2.1.4 if allowed under Minnesota Statutes chapter 13, report to the other Parties any known unauthorized use or disclosure of a Party's Protected Data or any security incident, as appropriate;

5.10.2.1.5 ensure that any agents or contractors with access to Protected Data agree to the same restrictions and conditions and implement reasonable and appropriate privacy and security safeguards imposed by this Agreement and applicable law;

5.10.2.1.6 make Protected Data available for amendment and incorporate any amendments as required and authorized by law;

5.10.2.1.7 make available the information required to provide an accounting of disclosures of Protected Data; and

5.10.2.2 If this Agreement is terminated as to any Party, all other Parties will either destroy or return the Protected Data of the terminating Party to the terminating Party and retain no copies of such data, if feasible, or if such destruction or return is not feasible, extend the protections of this Agreement to the Protected Data and limit further uses and disclosures of the Protected Data to those purposes that make the return or destruction of the Protected Data infeasible.

5.10.2.3 Each Party shall require all individuals who use the CAD and Mobile Systems to review and sign the System Users Agreement, attached to and made a part of this Agreement as **Exhibit 2**.

5.10.3 Records Retention

- 5.10.3.1 All Parties to this Agreement shall comply with all state and federal laws and regulations regarding the retention of public records, including but not limited to Minnesota Statutes §138.17.

6. Ongoing County Services

- 6.1 The County shall operate, manage, and maintain the System under the direction of the Director of the Ramsey County Department of Emergency Communications.
- 6.2 The County warrants that its initial and ongoing configuration of the System and provision of County services will be compliant with applicable privacy and security regulations, including CJIS and HIPAA requirements and standards.
- 6.3 Operational and Management Services. Under the supervision of the System Manager, the County will:
 - 6.3.1 Establish and maintain a secure network.
 - 6.3.2 Manage the System network servers, System software, databases, and network connectivity.
 - 6.3.3 Manage and maintain test, training, and production environments for the System. The County will provide access to testing and training environments to Members upon request.
 - 6.3.4 Test new patches, updates, upgrades and other modifications before they are applied to production systems.
 - 6.3.5 Perform quality control/quality assurance operations during testing and implementation of patches, updates and upgrades.
 - 6.3.6 If at any time configuration changes implemented by the County interfere with operation of the System, the County will correct the problem.
 - 6.3.7 If software conflicts develop between System configuration changes required for the successful use of the System and end user software previously installed by a Member, the County shall work with the Member's staff to resolve the problem.
 - 6.3.8 Maintain the System network in such a manner as to provide a minimum of 99.9% availability, except during such periods when downtime is due to circumstances beyond the control of the County or during scheduled downtime for maintenance/upgrades.
 - 6.3.9 Maintain a system of frequent backups and data files in such a manner as to minimize System recovery time and prevent data corruption. The backup procedure will be in writing and approved by the CAD Command Subcommittee.
 - 6.3.10 Monitor, maintain and troubleshoot network connectivity and cyber security issues in the System network.

- 6.3.11 Monitor performance to ensure adequate System resources and storage to handle peak traffic loads.
 - 6.3.12 Manage System, Fire Department Alerting, Wireless Data Security and Persistent Connectivity Service vendor contracts with the County, to ensure continuous service.
 - 6.3.13 Maintain and manage licenses for software described within this Agreement as part of the County's responsibility.
 - 6.3.14 Coordinate maintenance upgrades with the CAD System Vendor and Members.
 - 6.3.15 Manage the implementation of patches, updates and upgrades to the CAD System, including appropriate testing in a non-production environment prior to implementation.
 - 6.3.16 Provide timely notices to the Members of System status changes, such as server maintenance, that will affect System availability or performance. Any planned System downtime will be scheduled during periods of light call traffic.
 - 6.3.17 Install, configure, and maintain CAD client software, along with any other software required to maintain a secure connection to the CAD System. This excludes physical installation in in-vehicle systems, but includes remote maintenance.
- 6.4 Support Services (Maintenance, Helpdesk, Upgrades).** The County will:
- 6.4.1 Provide support services as described herein during the hours identified below.
 - 6.4.1.1 Live technical support will be provided during regular business hours, which are defined as 8:00 AM – 4:00 PM Monday through Friday, excluding County-observed holidays. Refer to section 6.4.2 for response times for each "Priority Level".
 - 6.4.1.2 On-call technical support will be provided at all other times. Refer to 6.4.2, below, for response times for each "Priority Level".
 - 6.4.2 Provide response to System issues/problems according to the following Priority Levels:
 - 6.4.2.1 Priority Level 1: Critical Priority, as described in the excerpt from the CAD System Vendor's Support Agreement, attached hereto and made a part of this Agreement as **Exhibit 3**.
 - 6.4.2.1.1 County Response to Priority Level 1: live telephone response within 30 minutes of initial notification.
 - 6.4.2.2 Priority Level 2: Urgent Priority, as described in **Exhibit 3**
 - 6.4.2.2.1 County Response to Priority Level 2: live telephone response within 1 hour of initial notification.

- 6.4.2.3 **Priority Level 3: High Priority, as described in Exhibit 3**
 - 6.4.2.3.1 County Response to Priority Level 3: live (non-automated) email response within 3 hours of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.2.4 **Priority Level 4: Medium Priority, as described in Exhibit 3**
 - 6.4.2.4.1 County Response to Priority Level 4: live (non-automated) email response within 2 business days of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.2.5 **Priority Level 5: Low Priority, as described in Exhibit 3**
 - 6.4.2.5.1 County Response to Priority Level 5: live (non-automated) email response within 2 business days of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.3 Provide technical support to System Users for System client software.
- 6.4.4 Establish and maintain County-owned CAD interfaces to Members' records systems, mobile data system networks, and local PSAP 911 premise equipment.
- 6.4.5 Load and configure Mobile Data client software at the County's location. If Member agencies choose not to bring the systems in to that location, the County will provide troubleshooting assistance for agencies that load Mobile Data client software at their own locations.
- 6.4.6 Perform troubleshooting, characterization, and documentation of System problems or anomalies and communicate findings to CAD System Vendor(s). Follow up with CAD System Vendor(s) as necessary to resolve problems.
- 6.4.7 Perform troubleshooting to address System User access issues and reports.
- 6.4.8 Provide technical assistance to System Users for local CAD interfaces.
- 6.4.9 Distribute information about changes to System User requirements (hardware and software) as the CAD System Vendor publishes those requirements to the County.
- 6.4.10 Notify Members of planned and unplanned System outages and reported issues via the following process:

6.4.10.1 Planned Outages

6.4.10.1.1 Initial email contact will be made with each Member's Operational Contact as soon as possible, giving the following information:

1. Portion of the System that will be down
2. Date and time of the outage
3. Reason for the outage
4. Estimated duration of the outage
5. Effect outage will have on Members' business operations
6. End User expectations

6.4.10.1.2 Two days prior to the planned outage a reminder email notification containing the same information will be sent to the Member's Operational Contact with details for their use, and to distribute within their agencies.

6.4.10.1.3 Immediately prior to the outage, ECC will make an announcement over the radio identifying the sub-system that will be taken down and instructing System Users to log off.

6.4.10.1.4 When the planned outage/upgrade is complete an announcement will be made over the radio informing System Users the portion of the System that was down is available for use, plus a follow up email will be sent.

6.4.10.2 Unplanned Outage

6.4.10.2.1 As soon as reasonably possible a radio announcement will be made and email contact will be made with each Member's Operational Contact giving the following information:

1. Identifying the portion or portions of the system that is/are down
2. When the outage began
3. Initial cause of outage, if known
4. Estimated duration of the outage.
5. Effect outage will have on Members' business operations

6.4.10.2.2 Periodic notifications will be provided as appropriate and/or when new information is available.

6.4.10.2.3 When the unplanned outage is resolved an announcement will be made over the radio and via

email informing System Users that the System is available for use.

6.4.10.2.4 Within two weeks of the resolution ECC will document the outage and resolution, and distribute this to the Operational Contacts.

- 6.4.11 Test System software patches, updates and upgrades before installation.
- 6.4.12 Plan for the installation of software updates and upgrades so as to minimize service disruptions to System Users.
- 6.4.13 Maintain the software configurations for the network security equipment.
- 6.4.14 Be responsible for initial troubleshooting of access issues from computers used for System access at Member sites.
- 6.4.15 Be responsible for initial (first call) troubleshooting of access issues from System Users' authorized mobile devices.
- 6.4.16 Update the GIS base map (layers, centerlines, street names, etc.) at a minimum quarterly.
- 6.4.17 Manage user access (adds, changes, etc.), notification data, and administrative information when notified by Members of such changes.

6.5 Disaster Recovery and Continuity of Operations Services

- 6.5.1 The County will provide and maintain Disaster Recovery (DR) and Continuity of Operations services for functions identified in **Exhibit 4**, attached hereto and made a part of this Agreement, in accordance with procedures established by the Department in consultation with the CAD Command Subcommittee.
- 6.5.2 In the event of a System failure that is not resolved through built-in redundancy and resiliency, an authorized ECC manager or designee will authorize a change over from the primary System to the DR system.
- 6.5.3 The County will configure the System so DR services are operational within two (2) hours after authorization to change over from the primary System to the DR system.
- 6.5.4 The County will provide personnel trained in how to implement a change over from the primary System to the DR system.

6.6 Training

- 6.6.1 The County will provide and maintain a Training Environment for the System.
- 6.6.2 The County will provide System User training as follows:
 - 6.6.2.1 Initial training of System Users prior to go-live of the new System will be provided in a Train-the-Trainer mode. The County will provide training and training materials to individuals designated

by the Members. The trained Member personnel will then provide training to other Member System Users.

6.6.2.2 Mobile Data System training for System Users will take place at mutually agreed upon locations using Member-provided devices.

6.6.2.3 After go-live the County will update training materials as needed and make those available to Members.

6.6.2.4 After go-live the County will provide training on the System for Members' new hires.

6.7 Reports

6.7.1 The System Manager will provide a set of standard reports available from the CAD System Vendor.

6.7.2 Upon request the County will generate one or more export files, using standard fields and parameters and standard data export methods supported by the CAD System Vendor. The export file(s) will contain raw data so a Member may create its own reports using its own resources.

6.7.3 If a Member needs reports other than from these sources, the County may charge the Member for creating custom reports. Members may submit a fee refund request for charges for a custom report that becomes a standard report.

6.7.4 Open Database Connectivity ("ODBC") connections may be requested through and must be approved by the CAD Command Subcommittee. Members are responsible for software licenses and support of independent reporting tools.

6.8 Public Information Requests

6.8.1 The System Manager will assist Members in responding to data requests by providing the requested data that is in the System to the Member within a reasonable time from the request. Member(s) will be provided with a data export file containing the System data along with documentation of the data fields provided. It will be the Member's responsibility to respond to the data request and to filter, format, and redact data as needed to fulfill the public information request in accordance with applicable law.

7. Ongoing Member Responsibilities (see also section 5. System Operation: Responsibilities of the Parties)

7.1 Base Map:

7.1.1 Members will submit new information on property key holders (ownership/lease) and common place names for businesses in accordance with County established standards.

7.1.2 Members will notify the Department of changes to streets and all addresses at least quarterly.

7.2 Information Security/System Protection:

- 7.2.1 Members remain responsible for the protection of information they place on the System and connecting networks.
- 7.2.2 Members must comply with applicable federal and state statutes, laws, and regulations regarding data security.
- 7.2.3 Members must notify the System Manager as soon as possible of any security breach or known potential threat.
- 7.2.4 Members will ensure that any System User or third-party software does not interfere with System applications, network connections, or security.
- 7.2.5 Members will restrict access to the System to only those individuals who have received CAD training and are authorized to use the System.
- 7.2.6 Members will maintain current operating systems, applications, security software, web-browsers, and networked devices through patches, updates, and upgrades in compliance with section 10 of this Agreement.
- 7.2.7 Members will notify the System Manager as soon as possible but not later than the last day of employment when an employee with System access leaves employment.
- 7.2.8 Members will notify the System Manager as soon as possible but not later than the change of status or rank when an employee with System access has a change of status or rank that affects that individual's access privileges.

7.3 Testing and Training

- 7.3.1 Members shall test Member-owned interfaces, devices and software when planning internal hardware or software changes or changes to business processes that may affect the System, before putting such into use.
- 7.3.2 Members shall utilize the County's test environment for changes to two-way interfaces, firewalls or routers.
- 7.3.3 Members shall perform quality control/quality assurance operations during testing and implementation of patches, updates and upgrades of Member-owned interfaces, devices and software.
- 7.3.4 If at any time configurations implemented by a Member interfere with operation of the System or if software conflicts develop between software required for the successful use of the System and additional software installed by a Member, the County will charge the Member to correct the problem. Member staff must work with the County as requested to resolve the problem or remove the software.
- 7.3.5 Members will make their personnel available to attend System training, as appropriate.

7.3.6 When System upgrades or process changes that require training of System Users are to be implemented, the Members will train their own personnel using County-provided training materials.

7.4 Operational Contact

7.4.1 Each Member shall maintain an Operational Contact, and an alternate operational contact, as the primary persons who will receive technical notifications and provide technical coordination.

7.4.2 Within 30 days of the execution of this Agreement, Members shall provide Operational Contact information to the System Manager.

7.4.3 Members shall immediately notify the ECC of changes to Operational Contacts.

7.5 Reporting System Issues

7.5.1 During business hours, System Users must contact the CAD/Mobile/AVL Helpdesk via phone or email, and provide:

7.5.1.1 User's name

7.5.1.2 Agency name

7.5.1.3 Call back number

7.5.1.4 Number of users affected, if known

7.5.1.5 Brief description of the problem.

7.5.2 After business hours, System Users must contact the on-duty ECC Shift Supervisor and provide the same information listed above.

8. Cost/Payment

8.1 **County Payments:** The County will pay the following:

8.1.1 All costs for the initial implementation of the System as defined by the CAD budget approved by the County in Resolution #2012-313, including all related debt service, but excluding loading of non-CAD related software onto mobile devices.

8.1.2 Both initial and ongoing costs for **both "ends"** of the following interfaces

8.1.2.1 Alphanumeric paging

8.1.2.2 ANI/ALI/E9-1-1

8.1.2.3 BCA LEMS

8.1.2.4 Apparatus move-up management (one-way data export out of System) [DECCAN LiveMUM at the time of the original Agreement]

8.1.2.5 Fire Department/Station alerting (one-way from System to alerting application)

- 8.1.2.6 Knowledge Center (Emergency Management)
- 8.1.2.7 Pictometry
- 8.1.3 Both initial and ongoing costs for the **County's "end"** of the following interfaces:
 - 8.1.3.1 CAD-to-CAD interface with Allina Medical. Note: Allina Medical will pay for its end, both initially and ongoing.
 - 8.1.3.2 Fire Records Management System (one-way data export out of System) [ImageTrend at the time of the original Agreement]
 - 8.1.3.3 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement]
 - 8.1.3.4 EMS RMS (one-way data export out of System) [Sansio ePCR at the time of the original Agreement]
- 8.1.4 Initial costs only for the **County's "end"** of Law Enforcement Records Management Systems (one-way data export out of System)
- 8.1.5 Upgrades of the System software and hardware that are part of the CAD System Vendor's maintenance package and of County-owned interfaces will be paid for out of the System Investment Fund.
- 8.1.6 Upgrades of the System software and hardware that are not part of the CAD System Vendor's maintenance package must go through the Review and Approval Process set forth in section 9. System Modifications. Upon approval, upgrades of the System software and hardware and of County-owned Interfaces will be paid by the County out of the System Investment Fund.
- 8.1.7 Initial and ongoing costs for firewall systems at the ECC and DR sites.
- 8.2 Individual Member Payments.** Each Member will pay the following:
 - 8.2.1 The cost of Member-owned hardware, software, and application installation and maintenance not otherwise addressed by this Agreement.
 - 8.2.2 Costs for the provision of ongoing cellular or other wireless services to connect the Member's mobile devices.
 - 8.2.3 State data access charges for mobile wireless connectivity, which will be billed through by the Department.
 - 8.2.4 Fees for wireless data and persistent connectivity services.
 - 8.2.5 All non-recurring and recurring costs for encrypted WAN connections to the CAD/Mobile Data/AVL/Fire Station Alerting Systems. Costs for moves, additions, and changes to WAN services that are initiated by a Member are the responsibility of that Member.
 - 8.2.6 Initial and ongoing costs for firewall systems at Member locations.

- 8.2.7 Initial and ongoing costs of Fire Station Alerting connections and peripherals beyond the Fire Station Controller that are used to disseminate the alert.
- 8.2.8 Initial and ongoing costs of Fire Department Paging – each Member that utilizes fire department two-tone voice paging is responsible for providing and maintaining all devices necessary to receive two tone voice pages from the ECC.
- 8.2.9 Initial and ongoing costs of Fire Department Messaging (email, text, SMS, etc.) – each Member that utilizes fire department messaging is responsible for providing and maintaining all devices necessary to receive digital messages from the ECC.
- 8.2.10 Ongoing costs, including updates, for the **both “ends”** of the following software interfaces in all environments:
 - 8.2.10.1 Mobile Data software other than the County’s Mobile System, to be paid for by those Member(s) that utilize such software.
 - 8.2.10.2 Other interfaces to the System not otherwise provided for in this Agreement and not used by all Members, to be paid for by those Member(s) that utilize those applications, e.g. Law Enforcement Records Management System applications and Amanda.
- 8.2.11 Ongoing costs, including updates, for the **Member “ends”** of the following software interfaces:
 - 8.2.11.1 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement], with the costs to be paid for by those Member(s) that utilize the application.
 - 8.2.11.2 EMS Records Management System [Sansio ePCR at the time of the original Agreement], with the costs to be paid for by those Member(s) that utilize the application.
 - 8.2.11.3 Field Reporting, with the costs to be paid for by those Member(s) that utilize the application.

8.3 Payments by All Members as a Group. All Members shall pay the following:

- 8.3.1 Forty percent (40%) of all costs for ongoing System operating, maintenance and technical and administrative support, minus any offsetting revenue that has been applied to the Members’ share in accordance with Section 8.7.
- 8.3.2 Each Individual Member’s share will be billed based on a three-year rolling average of the Member’s share of calls for service. The methodology for calculating the percentage of calls for service shall follow the same methodology described in the Dispatch Joint Powers Agreement article entitled Cost and Funding.
- 8.3.3 The Director shall prepare an annual CAD budget in consultation with the CAD Command Subcommittee. The CAD budget will then be presented to

the CAD Policy Committee for review. The CAD Policy Committee will then make a budget recommendation to the County Board. Members will receive written notification of their share of CAD operating costs as recommended by the CAD Policy Committee by June 1st.

8.3.4 If the County Manager recommends a CAD budget to the County Board that is not consistent with the recommendation of the CAD Policy Committee, the Director shall notify the members of the CAD Policy Committee prior to the County Board public budget hearings.

8.3.5 The County will notify the CAD Policy Committee of budget changes exceeding 5% of an adopted budget as soon as possible before adoption of the budget change.

8.4 Additional Members

8.4.1 Additional Members must “buy-in” to the System. Buy-in costs may include a share of the initial implementation costs, a share of the System Replacement and Investment Funds, any subsequent major investments, and any additional expansion required to support this Additional Member. Buy-in costs will be determined by the CAD Policy Committee at the time of a “buy-in” request.

8.4.2 After the initial “buy-in”, Additional Members will pay costs as an Individual Member and as one of the Members as a Group, as indicated within the applicable sections of this Agreement.

8.5 Payment for System Changes, New Interfaces and System Modifications (see also section 9)

8.5.1 System Modifications will be paid according to the cost allocation and funding mechanism approved under section 9.4. System Modifications that will be used by fewer than all the Members will be paid for by the Members that use it, including Members that add the System Modification after implementation.

8.5.2 Costs for changes to interfaces.

8.5.2.1 The County will pay for changes to interfaces necessitated by System Modifications. This includes incremental costs due to upgrades or other modifications up to a limit of 50% of the initial implementation cost for those interfaces, unless otherwise approved by the CAD Policy Committee.

8.5.2.2 Individual Members will pay for changes to interfaces necessitated by modifications to that Member’s environment or applications. This includes incremental costs due to upgrades or other modifications. The County may charge Members up to 50% of the initial implementation cost for modified interfaces for work performed or provided by the County, unless otherwise agreed to by the Member.

8.5.3 Unapproved change cost control. Costs for changes that are not approved according to section 9.1, and that are necessitated by changes by the County to the System or environment, or by changes by a Party to associated applications or interfaces, will be paid by the Party making the changes.

8.6 System Replacement and Investment Funds

8.6.1 CAD/Mobile/AVL/Fire Alerting System Replacement Fund (“System Replacement Fund”)

8.6.1.1 The Parties will make annual contributions for eventual replacement of the System according to the contribution allocations set out in section 8.6.3 below. This amount will be \$350,000 in 2015 and increase each year thereafter by three percent (3%) or the Consumer Price Index for Urban Consumers, whichever is less. County and Member contributions will be suspended if the fund balance reaches \$10,000,000.

8.6.1.2 When determined appropriate after consideration of input from the CAD Subcommittee and the Director, the CAD Policy Committee shall recommend to the County Board that the Board initiate the replacement of the System, or a portion thereof, using the System Replacement fund.

8.6.2 CAD/Mobile/AVL/Fire Alerting System Investment Fund (“System Investment Fund”)

8.6.2.1 The following will be used to determine the amount of the annual contribution to the System Investment Fund:

8.6.2.1.1 Hardware/Equipment replacement: The amount will be \$150,000 for 2015. Thereafter, the annual amount will be as determined by 8.6.2.2.

8.6.2.1.2 Ongoing System investments (investments not covered by software maintenance fees, e.g., upgrades, additional licensing, misc. software, expansion of functionality): the amount will be \$300,000 for 2015. Thereafter the annual amount will be as determined by 8.6.2.2.

8.6.2.2 The Director will develop forecasting models to ensure that the System Investment Fund is sufficient, but not over funded. The Director must present forecasting models and a proposed System Investment Fund funding goal to the CAD Policy Committee every two years for approval of the funding goal. The approved funding goal will be used by the Director when submitting the proposed CAD Operating Budget as required in section 8.3.

8.6.2.3 The CAD Policy Committee may transfer amounts between the hardware/equipment replacement and ongoing System

investment portions of the System Investment Fund, which are defined under sections 8.6.2.1.1 and 8.6.2.1.2

- 8.6.3 Contributions to the System Replacement and Investment Funds will be allocated to the County and the Members as follows: 60% will be paid by the County and 40% will be paid by the Members, divided proportionately according to the provisions of section 8.3.2.
- 8.6.4 The County will track the System Replacement and Investment Funds separately, showing line item balances and adding any interest earned on the fund balance. Interest earned on fund deposits will be credited toward County and Member contributions to the respective Replacement and Investment Funds according to the provisions of section 8.6.3.
- 8.6.5 If this Agreement is terminated or expires, any remaining money in the System Replacement and System Investment Funds will be distributed in proportion to the contributions of the County and the Members. Each Member's share will be determined by applying the percentages calculated under section 8.3.2.

8.7 Provision of System Services outside Ramsey County – “Fee for Services”

- 8.7.1 It is possible that Governmental Units (individually or in groups) [hereafter, “Entity” or “Entities”] outside of Ramsey County may request that the County provide CAD, Mobile Data and/or AVL services within their service areas.
- 8.7.2 In the event such an arrangement is requested, the Director will identify the potential advantages, disadvantages, costs, and fees proposed to be charged to the potential Entity/Entities, and report this information to the CAD Command Subcommittee.
- 8.7.3 The CAD Command Subcommittee will then examine the information and recommend for or against approval of the arrangement.
- 8.7.4 If the CAD Command Subcommittee does not recommend approval, the Director will so inform the requesting Entity/Entities and no further action will be taken.
- 8.7.5 If the CAD Command Subcommittee recommends approval, the Department will submit a proposed written agreement including service terms and fees to the requesting Entity/Entities.
- 8.7.6 If the requesting Entity/Entities agree(s) to the provisions of the proposed written agreement, the Director will take the request to the CAD Policy Committee, which will make a final decision as to whether to approve the agreement.
- 8.7.7 If the CAD Policy Committee approves the agreement, the Department will begin providing services according to the agreement upon final execution by the County and the requesting Entity/Entities.

- 8.7.8 After a “fee for services” agreement has been approved, the Department will track fees collected compared to actual costs on a semi-annual basis, and make adjustments as needed and as permitted by contract terms. Any necessary adjustments will be made via the County’s budgeting process.
- 8.7.9 Any revenues collected in excess of costs will be applied to System operating expenses according to the 60/40 contribution formula.
- 8.8 The County may only charge for services as expressly authorized in this Agreement, and at rates that are set in conjunction with the annual CAD budget process.

9. System Modifications Approval Process

- 9.1 Following initial System Implementation any Party to this Agreement may submit a request for a System Modification per the Review and Approval Process, below.
- 9.2 The Members as a group may submit a request for a System Modification that all will use per the Review and Approval process, below.
- 9.3 Review and Approval Process
 - 9.3.1 The System Modification request will first be reviewed by the CAD System Manager to determine impact and cost implications.
 - 9.3.1.1 Impact means an operational change would be required to implement the System Modification.
 - 9.3.1.2 Cost means there would be an additional non-budgeted cost to implement the System Modification.
 - 9.3.1.3 Upon determination of impact and cost implications, the System Modification request will proceed in accordance with the following System Modification Request Review and Approval Matrix:

System Modification Request Review and Approval Matrix

	BUDGETED COST	NON-BUDGETED COST
OPERATIONAL IMPACT - NO	Review and final approval by System Manager	<ol style="list-style-type: none"> 1. Review and recommendation by CAD Command Subcommittee 2. Final approval by CAD Policy Committee 3. Budget amendment by Director
OPERATIONAL IMPACT - YES	Review and final approval by CAD Command Subcommittee	<ol style="list-style-type: none"> 1. Review and recommendation by CAD Command Subcommittee 2. Final approval by CAD Policy Committee 3. Budget amendment by Director

9.4 No System Modification may be made to the System unless approved by the appropriate person or body as indicated in the matrix. Such approval must be in writing and shall describe the Modification, cost allocation, and the funding mechanism for initial and ongoing costs.

9.5 Upon implementation, the System Modification shall be subject to all of the provisions of this Agreement.

10. Establishment and Maintenance of Standards

10.1 Standards Establishment

10.1.1 The CAD Command Subcommittee is responsible to establish standards for System security, user equipment, and user training.

10.1.1.1 For each area of standardization identified by the Subcommittee to be addressed, ECC personnel, the CAD Operations Groups, and/or other technical resources shall develop draft standards for review and approval by the Subcommittee.

10.1.1.2 Any Party to this Agreement may submit suggested language for any standard under consideration or in revision to the Chair of the CAD Command Subcommittee or his/her designee. The Subcommittee will consider such suggestions in light of all Members' needs and capabilities, as well as the potential impact

on the functioning of the System and/or Members' business processes.

- 10.1.1.3 The CAD Command Subcommittee will review drafts, seek necessary clarifications and have each draft standard document revised until it meets the approval of the majority of a quorum of the Subcommittee.
- 10.1.1.4 Once a draft is approved, it will be circulated to the CAD Operations Groups and Members for review and further comment.
- 10.1.1.5 After review comments have been incorporated the CAD Command Subcommittee shall vote whether to approve the draft standard.
- 10.1.1.6 A standard, once approved by the CAD Command Subcommittee, shall be distributed to all Parties who shall thereafter comply with the approved standard.
- 10.1.1.7 Any Party to this Agreement may appeal a standard adopted by the CAD Command Subcommittee to the CAD Policy Committee.

10.2 Standards Maintenance and Modifications

- 10.2.1 The CAD Command Subcommittee will review each approved standard every two (2) years, after its initial approval, for potential updating or modification as necessitated by changes in technology or the needs or capabilities of the Parties.
- 10.2.2 Standards may also be modified whenever needed due to changes in operating procedures, software or hardware changes, changes in applicable law or other factors that affect System operations or functionality according to the process identified in section 10.1.

11. Dispute Resolution and Remedies

- 11.1 If a Member or the System Manager or the Director of the ECC has a dispute under this Agreement, that Member or the System Manager or the Director may bring that dispute forward for resolution according to the following process:
 - 11.1.1 Technical issues shall first be submitted to the System Manager for resolution. If the System Manager initiated the dispute resolution request or if technical issues submitted by others cannot be resolved by the System Manager, the matter shall be referred by the System Manager to the Director of the ECC. If the Director of the ECC and the disputing System Manager or Party cannot resolve a technical issue, the issue shall be forwarded to the CAD Command Subcommittee.
 - 11.1.2 Financial issues shall first be submitted to the Director for resolution. If the Director first identified the financial issue or if the financial issue cannot be

resolved by the Director, the matter shall be referred to the CAD Command Subcommittee. However, any financial issues that involve changes in the CAD operating budget shall be immediately submitted by the Director to the CAD Policy Committee for resolution.

- 11.1.3 Issues that do not fall into the two previous categories shall first be submitted to the Director for resolution. If the Director first identified the issue or if the issue cannot be resolved by the Director, the matter shall be referred to the CAD Command Subcommittee.
- 11.2 If the issue is not resolved to the satisfaction of the disputing System Manager, Director or Party by the CAD Command Subcommittee, the disputing System Manager, Director or Party may escalate the matter to the CAD Policy Committee.
- 11.3 If the matter is not resolved to the satisfaction of the disputing System Manager, Director or Party by the CAD Policy Committee, the disputing System Manager, Director or Party may appeal the decision of the CAD Policy Committee to the Ramsey County Board.
- 11.4 At any point in the process, the County or a Member may request mediation regarding the dispute. The Party requesting the mediation will be responsible for the costs of mediation. However any parties to the mediation may agree to share costs as part of a negotiated settlement.
- 11.5 Each Party maintains the right to pursue any remedy for material breach of this Agreement or System failure otherwise available at law or equity if the dispute is not resolved to the disputing System Manager, Director or Party's satisfaction using this process.

12. General Terms and Conditions

12.1 Term

- 12.1.1 This Agreement is effective as of the last date of execution by the County and eight Governmental Units, and thereafter will become effective as to other Governmental Units when each of the Governmental Units executes this Agreement. This Agreement will remain in effect through December 31, 2016 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.
- 12.1.2 Thereafter, the Term shall automatically renew for one (1) year periods ("Renewal Periods"), up to a maximum of ten (10) Renewal Periods, subject to the termination provisions of section 12.2.

12.2 Termination and Withdrawal

- 12.2.1 This Agreement shall terminate:
 - 12.2.1.1 upon the consent of the County and all Members, as evidenced by written resolutions of their governing bodies'; or
 - 12.2.1.2 when necessitated by operation of law; or

12.2.1.3 as a result of a decision by a court of competent jurisdiction.

12.2.2 The County may terminate this Agreement on twenty-four calendar months' written notice of action of the County Board.

12.2.3 A Member may not withdraw from this Agreement during the Initial Term.

12.2.4 Following the end of the Initial Term, a Member may withdraw from this Agreement only at the same time it withdraws from the Dispatch Agreement. A Member may only terminate this Agreement at the end of a calendar year by action of its governing body and upon a minimum of twelve (12) months prior written notice to the other Parties to this Agreement.

12.2.5 A Member that withdraws forfeits any claim to any outstanding fund balance in the System Replacement and Investment Funds.

12.2.6 Withdrawal from this Agreement by a Member shall not constitute withdrawal by any other Member.

12.3 Indemnification and Insurance

12.3.1 Each Party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and shall not be responsible for the acts of other Parties to this Agreement or their employees, elected officials, and agents, or for any liability resulting therefrom. Each Party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable law.

12.3.2 The County agrees to maintain property insurance coverage throughout the Term of this Agreement, including the Initial Term and all Renewal Terms, on the ECC facility and all of the County-owned equipment.

12.3.3 The County and each Member waive all rights against the other Parties for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have had a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, or had or did not have an insurable interest in the property damaged.

12.4 Non-Assignability

12.4.1 No Party shall assign any interest in this Agreement nor transfer any interest in the same, whether by subcontract, assignment or novation.

12.5 Compliance With Applicable Law

12.5.1 All 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, gender, marital status, status with regard to public assistance, sexual orientation, disability, or age.

12.5.2 All Parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such Governmental Units, which are now or hereafter promulgated insofar as they relate to the Parties' performance of the provisions of this Agreement.

12.6 Data Practices

12.6.1 All data collected, created, stored, received, maintained or disseminated for any purpose in the course of any Party's 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.

12.7 Management and Access to Data

12.7.1 Each Party shall manage all data the Party collects, creates, stores, receives, maintains, or disseminates. Access to a Member's data by another Member shall be in accordance with the Minnesota Government Data Practices Act and other applicable federal, state, and local laws and rules governing data privacy.

12.8 Audit

12.8.1 Until the expiration of six (6) years after the termination of this Agreement, each Party shall, upon written request of another Party, make available to the requesting Party, the State Auditor or the requesting Party's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices relating to this Agreement.

12.8.2 All parties will comply with and address audit findings.

12.9 Alteration

12.9.1 Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing in the form of an amendment and duly signed by all Parties.

12.10 Notice

12.10.1 Any notice required to be given by this Agreement shall be made by delivery by first class mail, postage applied, to the person holding the title and at the address identified on the Party's signature page.

12.11 Interpretation of Agreement; Venue

12.11.1 This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be

venued in the appropriate state or federal district court in Ramsey County, Minnesota.

12.12 Conditions Outside Control of a Party/Force Majeure

12.12.1 No Party to this Agreement can be held responsible for failure to perform as a direct result of events outside the control of the Party. For purposes of this Agreement, events outside the control of a party or Force Majeure means: acts of public enemies; strikes or lockouts; enforceable governmental or judicial orders; outbreak of war or insurrection, or acts of terrorism; riots; civil disturbances; earthquakes, floods, fires; explosions or other similar catastrophes or events not reasonably within the Party's control.

12.13 Severability

12.13.1 The provisions of this Agreement shall be severable, and if any provision hereof or the application of any such provision under any circumstances is held to be invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

12.14 Entire Agreement

12.14.1 This Agreement shall constitute the entire agreement among the Parties on the subject matter hereof and shall supersede all prior oral or written negotiations.

WHEREFORE, this Agreement is duly executed on the last date signed by all Parties.

RAMSEY COUNTY

Rafael Ortega, Chair
Board of County Commissioners

Bonnie Jackelen, Chief Clerk
Board of County Commissioners
Date: _____

Approved as to form:

Assistant County Attorney

Designee for receipt of notice:

Title: _____

Address: _____

CITY OF SAINT PAUL

Approved as to form:

Daphne Lundstrom
City Attorney
Date: _____

Thomas E. Smith
Chief of Police
Date: _____

Timothy Butler
Fire Chief
Date: _____

Director of the Office of Financial Services
Date: _____

Mayor
Date: _____

Designee for receipt of notice:

Name: Kathy Wuorinen

Title: Assistant Chief of Police

Address: 367 Grove Street
Saint Paul Minnesota 55101

Exhibit 1

Excerpt from the Joint Powers Agreement between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operation re: Policy Committee Membership

4.02 Membership

- a. If the Cities of Maplewood, Saint Paul, and White Bear Lake sign agreements to consolidate their PSAP/Dispatch Centers with the County's PSAP/Dispatch Center, the Committee is to be made up of the following elected officials:
 1. The Ramsey County Sheriff
 2. Four members of the Saint Paul City Council
 3. The Mayor of the City of Saint Paul
 4. The Mayor or one member of the Maplewood City Council
 5. The Mayor or one member of the White Bear Lake City Council
 6. Two elected representatives of the other cities in Ramsey County that do not operate independent PSAP/Dispatch Centers and that sign agreements with Ramsey County to receive dispatching services from the Dispatch Center, to be selected in a manner to be determined by the involved cities.
- b. If either the City of Maplewood or the City of White Bear Lake does not sign an agreement to consolidate its PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by one. If both the City of Maplewood and the City of White Bear Lake do not sign agreement to merge their PSAP/Dispatch Centers with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by two.
- c. If the individual appointed to the Committee leaves the elected office, the public entity's elected officials will be responsible for appointing a replacement representative in a timely fashion.
- d. Committee members shall be appointed by the jurisdiction they represent for such period of time as determined by each jurisdiction.

Exhibit 2

System User Agreement

1. All users of the CAD, Mobile Data and AVL Systems (“System Users”) have the responsibility to use these resources in a secure, efficient, effective, ethical and lawful manner.
2. The following policies, rules and conditions apply to all System Users.
 - 2.1 Each System User WILL:
 - 2.1.1 Use passwords and security devices provided at all times.
 - 2.1.2 Safeguard his/her password or passwords from discovery by others. System Users are responsible for all transactions made using their passwords.
 - 2.1.3 Assist in the duty to maintain the privacy and confidentiality of Protected Data. For the purposes of this Agreement, Protected Data means "not public data", defined under the Minnesota Government Data Practices Act, Section 13.02, Subdivision 8a.
 - 2.1.4 Comply with all software licenses, copyrights and all other state and federal laws governing intellectual property.
 - 2.1.5 Report any weaknesses in computer security, any incidents of possible misuse or violation of this System User Agreement to the proper authorities by contacting _____ (name, phone number and email address).
 - 2.2 Each System User will NOT:
 - 2.2.1 Install or use software programs or hardware devices that attach to the CAD System, the Mobile Data System and the AVL System that are not authorized by the Party that has permitted use by the System User.
 - 2.2.2 Download, install or run programs or utilities that create weaknesses in the security of the CAD System, the Mobile Data System and/or the AVL System.
 - 2.2.3 Attempt to access any data or programs contained on or accessible through the CAD System, the Mobile Data System and the AVL System for which he/she does not have authorization.
 - 2.2.4 Purposely engage in activity with the intent to: degrade the performance of the CAD System, the Mobile Data System and the AVL System; deprive an authorized System User access to a resource; obtain extra resources beyond those allocated; or circumvent security measures.
 - 2.2.5 Knowingly create, transmit, or store destructive programs (e.g., viruses and self-replicating code).
 - 2.2.6 Forward any communications that specifically prohibit dissemination, without permission of the originator.

2.3 Each System User understands that:

2.3.1 The County may monitor any and all aspects of the CAD System, the Mobile Data System and the AVL System to ensure compliance with the terms of this System User Agreement.

2.3.2 There is no expectation of privacy in anything the System User creates, sends or receives on the CAD System, the Mobile Data System and the AVL System.

2.3.3 The software and accounts are provided by the County only to assist System Users in performance of their legitimate job-related duties.

I, _____ of _____
acknowledge, by my signature below, that I have read and understand and agree to
comply with the provisions of this System User Agreement.

Date: _____

Exhibit 3

TriTech Software Support Agreement

Following is an excerpt from the TriTech Software Support Agreement (pages 24-26). The remainder of the TriTech Software Support is incorporated herein and made a part of this Agreement by reference.

Inform CAD, Mobile, Browser, Interface, IQ, and GIS Link Response Matrix

If the Client wants an acknowledgement, a tracking number to validate Priority 3 and 4 issue submissions outside of business hours, such issues need to be entered via the web portal: Support@TriTech.com. When using the web portal, such acknowledgements are sent via automated e-mail within two (2) hours to the individual within the submitted ticket.

Priority	Issue Definition	Response Time
Priority 1 – Critical Priority	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:</p> <ul style="list-style-type: none"> • Inform CAD, Inform Mobile, or Interfaces are down as further defined in the Special Note #1 below. • Critical servers inoperative, as listed in Special Note #1. • Complete interruption of call taking and/or dispatch operations • Loss of data & data corruption <p>This means one or more critical server components are non-functional disabling Inform CAD or Inform Mobile workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Services Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911.</p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
Priority 2 – Urgent Priority	<p>24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations). These Software Errors are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Services Hours: One (1) hour callback after client telephone contact to 800. 987.0911.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>

Priority	Issue Definition	Response Time
Priority 3 - High Priority	<p>Normal Customer Services Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after hours.</p>
Priority 4 – Medium Priority	<p>Normal Customer Services Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units. This includes system administrator functions.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after Hours.</p>
Priority 5 – Low Priority	<p>Normal Customer Services Support: Cosmetic or Documentation errors, including Client technical questions or usability questions.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after hours.</p>

Priority	Resolution Process	Resolution Time
Priority 1 – Critical Priority	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.</p>	<p>TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.</p> <p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.</p>
Priority 2 – Urgent Priority	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.</p>	<p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.</p>
Priority 3 - High Priority	<p>TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.</p>	<p>TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.</p>
Priority 4 – Medium Priority	<p>If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.</p>	<p>TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.</p>

Priority	Resolution Process	Resolution Time
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

Special Note #1: Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

- A. Inform CAD:
 - a. The Inform CAD System is down and all workstations will not launch or function.
 - b. The Inform CAD System is inoperable due to data corruption caused by TriTech Software.
 - c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
 - d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
- B. Inform Mobile:
 - a. The Inform Mobile System is down and all unit mobile devices are unable to log in or function.
 - b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
 - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
- C. Inform Browser, Inform IQ and GISLink:
 - a. There are no Critical Priority (Priority 1) issues for these products.

Special Note #2: Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

- A. Inform CAD:
 - a. Inform CAD users are severely impacted due to one of the following conditions:
 - i. Unable to enter new requests for service via the emergency or scheduled call-taking screen (using all available methods).
 - ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
 - iii. The inability to view/edit premise or caution note information.
 - iv. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - v. The system does not perform unit recommendations.
 - vi. Inability to assign a unit to an incident (using all available methods).
 - vii. Inability to change a unit's status (using all available methods).
 - viii. Inability to close an incident (using all available methods).
 - ix. Inability to view incident information needed to dispatch an incident (using all available methods).
- B. Inform Mobile:
 - a. Inform Mobile users are severely impacted due to one of the following conditions:
 - i. Inability to receive new requests for service from TriTech CAD (using all available methods).
 - ii. Inability to view incident information needed to dispatch an incident (using all available methods).
 - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
 - iv. Inability to enter a traffic stop or on-view incident.
 - v. The inability to view premise or caution note information.
- C. Inform CAD/Mobile Interfaces:
 - a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
 - b. An Inform CAD Paging Interface is down.
 - c. An interface used for personnel rostering is down.
 - d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
 - e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
 - f. An ANI/ALI interface repeatedly fails to process information into an incident.
 - g. An interface to an external rostering system used to logon units is down.

- h. An AVL interface fails to process updates for over 50% of units.
 - i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
 - j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.
- D. Inform IQ, Browser and GISLink:
- a. There are no Urgent Priority (Priority 2) issues for these products.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Services Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover, and it is inoperable for more than one (1) business day, TriTech will work to resolve the problem.
 - A. Modifications to installed TriTech CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

Exhibit 4

Functions Supported by Disaster Recovery and Continuity of Operations Services

The following applications and functions will be maintained by the County in a Disaster Recovery Environment. This list can be amended through the process defined in section 9 "System Modifications Approval Process."

- TriTech Inform CAD
- TriTech Inform Mobile
- Fire Alerting
- Alphanumeric Paging Module
- RMS interfaces owned by the County