

**PURCHASE AGREEMENT
BETWEEN RAMSEY COUNTY AND THE CITY OF ST PAUL
FOR THE AN OUTDOOR WARNING SIREN ACTIVATION SYSTEM**

THIS PURCHASE AGREEMENT (“Agreement”) is between Ramsey County, a political subdivision of the State of Minnesota, 15 West Kellogg Boulevard, St Paul, MN 55102, hereinafter referred to as the “County,” and the City of St. Paul, a municipality under the laws of the State of Minnesota, 15 West Kellogg Boulevard, St Paul, MN 55102, hereinafter referred to as the “City.”

WHEREAS, the City has maintained an outdoor warning siren system for the purpose of warning its population of severe weather and other hazards; and

WHEREAS, the County has had the responsibility to activate the City’s outdoor warning siren system using the siren activation system located in the County’s Emergency Communications Center (the “Emergency Communications Center”) since the 2007 consolidation of dispatch centers; and

WHEREAS, the County has maintained a system for the purpose of activating outdoor warning sirens owned and maintained by suburban municipalities located within the County; and

WHEREAS, the County’s siren activation system is over thirty years old, well beyond its expected useful life, and in need of replacement; and

WHEREAS, the County desires a single, unified system for activating all outdoor warning sirens in Ramsey County; and

WHEREAS, the City recently upgraded its siren activation system through an open and competitive procurement process, with County staff participating in the vendor evaluation; and

WHEREAS, the City’s siren activation system has the capacity to be expanded to activate sirens for all Ramsey County municipalities and the City is willing to convey ownership of it to the County; and

WHEREAS, a plan for transitioning the siren activation systems owned by the suburban municipalities to the St. Paul system has been presented to officials of those municipalities along with equipment lists and installation costs.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

- a. “Head End” is the Federal Signal Corporation-provided hardware and software, plus associated radios, antennas, feedline, cabling, power supplies, and other supporting communications components in the Emergency Communications Center, backup activation sites, and transmitter sites and does not include equipment at individual siren locations.

II. CONVEYANCE

- a. Upon execution of this Agreement by both parties, the City conveys to the County the existing siren system Head End, by Bill of Sale attached as Exhibit A.

III. COVENANTS

a. THE COUNTY WILL:

- i. Assume ongoing maintenance responsibility and costs for a modified and upgraded Head End (located at the Emergency Communications Center, a backup activation location, and up to four transmitter sites) that is expanded to activate all sirens located in Ramsey County.
- ii. Activate City's outdoor warning sirens in the event of a severe weather event or other incident that meets the Emergency Communications Center policy for activation of outdoor warning sirens.
- iii. Provide adequate radio frequency signal coverage to City siren locations which exist at the time this Agreement is executed.
- iv. Provide the City with access to reports or logs necessary to monitor performance of individual sirens.
- v. Notify City Emergency Management of issues with the Head End that could affect overall system performance.

b. THE CITY WILL:

- i. Work with the County on the FCC licensing of the 800 MHz channel being used for the existing Head End.
- ii. Maintain ownership and maintenance costs for all equipment at individual siren locations located within the City, including Federal Signal Corporation controllers and radios. The County is not responsible for any siren equipment at individual siren locations.
- iii. Respond to reports of malfunctioning sirens and take corrective actions that are deemed appropriate by the City. Notify the County of sirens that will be out of service for an extended period of time.
- iv. Notify the County of sirens that have been added, moved or decommissioned.
- v. Pay annual antenna site lease costs for the existing siren system antenna located at the Pointe building, 78 10th St E, St Paul, MN 55101 unless the Head End equipment at that site is relocated to another suitable location that is acceptable to both parties.

IV. AMENDMENTS

- a. Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed this Agreement, their successors in office, or their duly authorized designees.

V. STATE AUDITS

- a. The books, records, documents and accounting procedures and practices of the parties relevant to this Agreement shall be made available and subject to examination by the State of Minnesota, including the Legislative Auditor and State Auditor, for a minimum period of six (6) years from the end of the term of this Agreement.

VI. DATA PRACTICES

- a. The parties shall comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, and other applicable laws and rules as they apply to data collected, created, received, maintained or disseminated by either party in its performance of this Agreement and any exhibits, amendments, and addenda hereto.

VII. INTERPRETATION OF AGREEMENT; VENUE

- a. 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.

VIII. RECITALS

- a. All recitals contained in this document are incorporated herein and made a part of the terms and conditions of this Agreement.

IX. NOTICE

- a. Both parties agree to provide the other party with notice in the event of an organizational policy change, or other similar occurrence, which may affect the terms of this Agreement. Whenever it may be necessary or desirable to provide notice to the other party under the terms of this Agreement, notice shall be provided as follows:

To the City:

Rick Larkin,
Director of Emergency Management
15 West Kellogg Boulevard

St. Paul, MN 55102

To the County:

Scott Williams
388 13th St East

St. Paul, MN 55101

X. ENTIRE AGREEMENT

- a. This Agreement, including any exhibits and attachments, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations or agreements regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Purchase Agreement to be executed by their duly authorized representatives.

CITY OF SAINT PAUL

RAMSEY COUNTY

Christopher B Coleman, Mayor
City of Saint Paul

Victoria Reinhardt, Chair of County Board
Ramsey County Board of Commissioners

Richard J Larkin
Director, Department of Emergency
Management

Janet Guthrie, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended:

Date: _____

Scott Williams
Director, Emergency Communications Center
Date: _____

Approved as to form:

Approved as to form:

Lisa Veith
City Attorney

Assistant County Attorney
Date: _____

Date:

Exhibit A

Bill of Sale

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the City of St. Paul sells, transfers and conveys title to and possession of the following personal property at the locations listed, to Ramsey County, a political subdivision of the State of Minnesota:

Ramsey County Emergency Communications Center, 388 13th St, St. Paul, MN, 55101

1. Computer:

NEC Screen, Model LCD175M-BK, Serial No. 19163540NA

Dell Computer, Model Optiplex 790, Serial No. 26916171373

2. Software: Federal Commander, 12.12.0.23, created 10/31/13

3. Controller: Federal Encoder, Model SS2000R+, Serial No. R-106

4. Control radio: Motorola XPR4580, Astron Power supply, Model SL-15CDM, Serial No. 2011060274

5. Cable modem: Comcast modem, Model SMC8014, Serial No. 500784434E

6. Miscellaneous cables and adapters

Saint Paul Public Works Backup Control Point

7. Computer:

NEC Screen, Model LCD 175M-BK, Serial No. 19163541NA

Dell Computer, Model Optiplex 790, Serial No. 35579954701

8. Software: Federal Commander, 12.12.0.23, created 10/31/13

9. Controller: Federal Encoder, Model SS2000+, Serial No. 117

10. Control radio: Motorola XPR4580, Model AAM27UMH9LB1AN, Serial No. 475TNE0085, Astron Power supply, Model SL-15CDM, Serial No. H71400761

11. Comcast Cable modem

12. Antenna on roof

13. Miscellaneous cables and adapters

Pointe of St. Paul, 78 10th St E, St Paul, MN 55101

14. Controller: Federal Encoder, Model DCFCTB, Serial No. 28289

15. Control radio: Motorola MTR3000, Model T300A, Serial No. 5121NN0744

16. Comcast Cable modem
17. Antenna on roof
18. Miscellaneous cables and adapters

St. Paul City Hall and Ramsey County Courthouse, 15 West Kellogg Boulevard, St. Paul, MN 55102

19. Controller: Federal Encoder, Model DCFCTB, Serial No. 28288
20. Control radio: Motorola MTR3000, Model T3000A, Serial No. 5121NNO743
21. Comcast Cable modem
22. Antenna on roof
23. Miscellaneous cables and adapters

CITY OF SAINT PAUL

By: Richard J. Larkin

Title: Director, Department of Emergency Management

Date: