

**Agreement**  
**Between Ramsey County and City of St. Paul**  
**For Geographic Information Systems Support for the Computer Aided Dispatch System**

This is an Agreement between Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Department of Emergency Communications, 388 13<sup>th</sup> St East, St. Paul, Minnesota (“County”) and The City of St. Paul, a municipality under the laws of the State of Minnesota (“City”).

WHEREAS, On November 16, 2005, the County and City entered into a joint powers agreement (“JPA”) regarding the ownership, use, and operation of a replacement integrated City CAD System to be purchased by the City in conjunction with the County’s operation of the Emergency Communications Center (“ECC”); and

WHEREAS, under the terms of the JPA, the City is obligated to operate, manage, and maintain the CAD system; and

WHEREAS, The CAD system utilizes Geographic Information System map layers to confirm addresses of 911 callers to the ECC; and

WHEREAS, Staff from the St. Paul Office of Technology possess the knowledge and experience to keep the GIS mapping layers of the CAD system up to date; and

WHEREAS, Updating of the CAD GIS mapping layers is outside the scope of the CAD Joint Powers Agreement; Now, Therefore,

The County and the City agree as follows:

**1. Scope of Services**

- a. The City will provide all labor, services, and equipment necessary to update the CAD map data and Advanced Tactical Mapping (“ATM”) data (“collectively, “Purchased Services”) when requested by the County during the term of this Agreement.
- b. The only data to be updated includes the following basic data sets and layers, and such other map layers as directed by the County, if available to the City.
  - 1) Street centerlines with the following appropriate attributes:
    - a) Street name
    - b) Street alias name
    - c) From cross street
    - d) To cross street
    - e) From right side address (Low right side address)
    - f) To right side address (High right side address)
    - g) From left side address (Low left side address)
    - h) To left side address (High left side address)
    - i) Right side law enforcement beat recommendation
    - j) Left side law enforcement beat recommendation

- k) Right side Emergency Medical Service (EMS) beat recommendation
    - l) Left side EMS beat recommendation
    - m) Right side Fire beat recommendation
    - n) Municipality indicator
    - o) Map book (Box Map) indicator
  - 2) Common places with the following appropriate attributes:
    - a) Address of common place
    - b) Name of common place (I.E. Arby's, Lakeview Apts. Etc)
    - c) Law enforcement beat recommendation
    - d) EMS beat recommendation
    - e) Fire beat recommendation
  - 3) Beat boundaries for the following
    - a) Fire
    - b) EMS
    - c) Law Enforcement
    - d) Map book (Box map)
- c. The City will create the needed transfer files in one of the following Motorola CAD GF file formats:
  - 1) GFBETGGM.dat
  - 2) GFBETGGM.xml
  - 3) GFHEDGGM.dat
  - 4) GFINTGGM.dat
  - 5) GFINTGGM.xml
  - 6) GFLOCGGM.dat
  - 7) GFLOCGGM.xml
  - 8) GFSEGGGM.dat
  - 9) GFSEGGGM.xml
  - 10) GFSHPGGM.dat
  - 11) GFSHPGGM.xml
  - 12) GFSTRGGM.dat
  - 13) GFSTRGGM.xml

Uploading of the transfer files to the CAD system will be provided as part of the City's CAD support under the Joint Powers Agreement for Ownership, Use and Operation of a Computer Aided Dispatch System dated November 16, 2005, between the City and the County. Such services are not included in the Scope of Services under this Agreement.

- d. The Purchased Services shall be provided by designated staff from the St. Paul Office of Technology. The City's staff will work on these updates during regular business hours.
- e. The City shall designate a point of contact for this project.

- f. The City will provide services in a timeline based upon the County's prioritizing of services.
- g. Data entry errors made by the City that are not the result of incorrect data provided to the City, will be corrected at no cost to the County. In the event an error causes a significant operational impact, the City will correct the error or revert the data back to the previous version within one business day, at no additional cost to the County.
- h. The City will train designated County staff in the process of updating CAD map layers.

**2. County Roles and Responsibilities**

- a. The County shall designate a point of contact from the ECC who will be responsible for administering this Agreement.
- b. The ECC point of contact will be responsible for identifying which data sets or layers need to be updated and prioritizing those updates. The point of contact will provide that information on a regular basis to the designated City staff managing this Project.
- c. ECC supervisory staff will be responsible for testing the uploaded data and for notifying the City's designated point of contact of errors with the dataset. The ECC supervisory staff shall notify the City of any errors identified during the testing period, including errors that have a significant operational impact.
- d. The County is responsible for determining that the quality of the updated map layers is adequate for ECC operational use.

**3. Term**

The Purchased Services shall be provided during the period from contract execution through December 31, 2011 ("Term"). The parties shall not agree on the delivery of services that cannot be completed by the end of the Term.

**4. Cost/Payment**

- a. The County will pay the City at an hourly rate of \$90, up to a maximum not-to-exceed sum of \$47,000. The hourly rate is inclusive of all City costs and expenses.
- b. The City shall submit a monthly invoice to the County for Purchased Services provided during the prior calendar month. The invoice shall detail the dates of services, the services provided, and the hours of service. Payment will be made within 35 days of receipt of a detailed invoice for services provided consistent with the provisions of this Agreement.
- c. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

**5. Indemnification**

The City and the County shall each be responsible for the acts and omissions of their officials, employees, and agents. The liability of the City and County are subject to the provisions of Chapter 466 of Minnesota Statutes. Nothing in this Agreement shall constitute a waiver by either party of any common law or statutory defenses, immunities, limits, or exceptions on liability.

**6. Insurance**

- a. The City shall purchase and maintain such insurance as will protect the City from claims which may arise out of, or result from, the City's operations under this Agreement, whether such operations are by the City or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable. Alternatively, coverage may be provided through a program of self-insurance.
- b. The City shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County throughout the term of this Agreement.
  - b.1 Commercial General Liability Insurance
    - b.1.1 \$ 1,500,000 per occurrence  
\$ 2,000,000 general aggregate  
\$ 2,000,000 products/completed operations total limit  
\$ 1,500,000 personal injury and advertising liability
    - b.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.
  - b.2 Workers' Compensation and Employer's Liability
    - b.2.1 Workers' Compensation as required by Minnesota Statutes
    - b.2.2 Employer's Liability limits:  
\$500,000/\$500,000/\$500,000
- c. All Certificates of Insurance shall provide that the insurance company gives the County thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
- d. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the City to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
- e. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The City shall not commence work until the City has obtained the required insurance and filed an acceptable Certificate of Insurance with the County. Copies of insurance policies shall be submitted to the County upon request.

- f. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

**7. Non-Assignability**

The City shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the County.

**8. Unavailability of Funding**

The purchase of services from the City under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources. The County may immediately cancel this Agreement, or a portion of the services to be provided under this Agreement, if the funding for the services is no longer available to the County. Upon receipt of the County's notice of cancellation of the Agreement, or of a portion of the services to be provided under this Agreement, the City shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the Agreement or the portions of this Agreement for which funding has become unavailable.

**9. Non-Conforming Services**

The acceptance by the County of any non-conforming services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**10. Equal Employment Opportunity**

The City agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the County, the City shall furnish a written affirmative action plan.

**11. Workplace Violence Prevention**

The City shall make all reasonable efforts to ensure that the City's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

**12. Setoff**

Notwithstanding any provision of this Agreement to the contrary, the City shall not be relieved of liability to the County for damages sustained by the County by virtue of any

breach of this Agreement by the City. The County may withhold any payment to the City for the purpose of setoff until such time as the exact amount of damages due the County from the City is determined.

**13. Data Practices**

All data collected, created, received, maintained or disseminated for any purpose in the course of the City'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.

The City shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data for the Project. Additionally, access to County data shall be limited to those persons with a need to know for the provision of services by the City. These measures include, but are not limited to, authenticated access to network data storage, use of up-to-date anti-virus software, controlled access to the physical location of the hardware, and the encryption of computers and storage devices. At the conclusion of the Project, all County data will be purged from the City's computers and storage devices used for the Project and the City shall give the County written verification that the data has been purged.

**14. Compliance With Applicable Law**

The City agrees 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 City's performance of the provisions of this Agreement. It shall be the obligation of the City to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

**15. Audit**

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

**16. Termination**

**a. With Cause**

Both Parties reserves the right to terminate this Agreement if the other Party violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the terminating Party. In the event that a Party exercises its right of termination under this Paragraph, it shall submit written notice to the other Party, specifying the reasons therefore and the date upon which such termination becomes effective. Upon receipt of such notice, the other Party shall take all actions necessary to discontinue further commitments of funds to the extent that they relate to the provision of services after the date of termination.

**b. Without Cause**

Both Parties may terminate this Agreement without cause and for any reason whatsoever upon giving at least thirty (30) days' written notice thereof to the other Party. In such event, if the County is the terminating Party, the City shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.

**17. HIPAA Compliance**

The City agrees to implement and comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public Law 104-191), as it may be amended from time to time.

**18. Alteration**

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

**19. Interpretation of Agreement; Venue**

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.

**20. Entire Agreement**

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

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

**RAMSEY COUNTY**

**CITY OF ST PAUL**

\_\_\_\_\_  
Victoria Reinhardt, Chair  
Board of County Commissioners

\_\_\_\_\_  
Andrea Casselton, Director,  
Office of Technology & Communications

\_\_\_\_\_  
Bonnie Jackelen, Chief Clerk  
Board of County Commissioners  
Date: \_\_\_\_\_

Executed:  
\_\_\_\_\_  
Mayor Christopher Coleman or Designee

Approval recommended:  
\_\_\_\_\_  
Scott Williams, Director  
Department of Emergency Communications

\_\_\_\_\_  
Margaret Kelly, Director,  
Office of Financial Services

Approved as to form and insurance:  
\_\_\_\_\_  
Assistant County Attorney

Approved as to form:  
\_\_\_\_\_  
Assistant City Attorney