

## RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by \_\_\_\_\_

- 1 WHEREAS, the City of Saint Paul, Police Department (SPPD) wishes to enter into the CAD  
 2 Decommission and Transition agreement with Ramsey County; and  
 3  
 4 WHEREAS, this agreement shall establish the means the process of withdrawing SPPD'S Computer  
 5 Aided Dispatch (CAD) system (Decommission) and establish transition processes, procedures and  
 6 protocol for the Decommission; and  
 7  
 8 THEREFORE BE IT RESOLVED, the Saint Paul City Council authorized the City of Saint Paul to enter  
 9 into, and Chief Thomas E. Smith to implement the attached agreement with Ramsey County.  
 10

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Lantry			
Stark			
Thao			
Thune			
Tolbert			

Requested by Department of: **POLICE**



By: Thomas E. Smith, Chief of Police

Form Approved by City Attorney

By: \_\_\_\_\_

Adopted by Council: Date \_\_\_\_\_

Adoption Certified by Council Secretary

By: \_\_\_\_\_

Approved by Mayor: Date \_\_\_\_\_

By: \_\_\_\_\_

Form Approved by Mayor for Submission to Council

By: \_\_\_\_\_

**CAD Decommission and Transition Agreement  
Between the City of Saint Paul and Ramsey County**

THIS AGREEMENT is made and entered into by and between the City of Saint Paul, Minnesota, a municipal corporation under the laws of the State of Minnesota (“City”), and Ramsey County, a political subdivision of the State of Minnesota (“County”).

The City and the County, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, agree as follows:

**SECTION 1. Definitions**

**Decommission** means the process of withdrawing the Motorola CAD System from service after it has been taken out of use as a primary or Warm Backup system.

**Motorola CAD System** means the combination of hardware, software, and services that the City utilizes to provide CAD System functionality to the County Emergency Communications Center (“ECC”).

**Transition Services** means professional services to be provided by the City to the County under the terms of this Agreement related to the transition from the Motorola CAD System to the TriTech CAD System that can only be provided by the City because of the City’s unique knowledge and expertise as the owner and operator of the Motorola CAD System.

**TriTech CAD System** means the combination of hardware, software and services the County will utilize to provide CAD System functionality 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) and the CAD and Mobile Data Agreement Among Ramsey County and Members.

**Warm Backup** means operation of the Motorola CAD System as a backup system to the TriTech CAD System after the TriTech CAD System is successfully placed into live service as the primary system for dispatch operations. Warm Backup includes the Primary Motorola CAD System; CAD consoles at suburban agencies and the Arden Hills site; production and backup Wireless Network services to agencies within Ramsey County; servers that run Net Clock, ProQA, Pictometry, Open Query, Crystal Reports, UDT, PMDC, Domain Controller, antivirus/patch services, and network management; and Saint Paul Police Department mobile units (laptops).

## **SECTION 2. Scope of Services**

### **A. General**

1. Prior to commencing services, the City and the County will develop and agree upon an initial service plan ("Service Plan").
2. Thereafter, the parties will meet monthly, or more frequently if deemed necessary, to review performance under existing Service Plans and to reach agreement on additional Service Plans.
3. Service Plans must include, at minimum, a description of services and estimated work effort, and must be signed by both parties. The initial Service Plan must include an update to the Responsibility matrix for CAD Implementation dated April 23, 2013, attached hereto and made a part of this Agreement as **Attachment 1**.
4. The County has no obligation to pay the City for services that have not been included in a Service Plan signed by the County's Project Manager.

### **B. Transition Services**

1. The City will provide Transition Services, including the following, as agreed to in a written Service Plan:
  - a. Transfer knowledge of the as-built Motorola CAD System to the County.
  - b. Participate in staff implementation workgroups to move computer aided dispatching services from the Motorola CAD System to the TriTech CAD System according to an agreed-upon Service Plan for the performance of County tasks described in the TriTech Statement of Work.
  - c. Extract agency-specific CAD data for each agency, including the County, using the Motorola CAD System and provide each agency with a final data set in CSV format. The final data set will constitute the official data record of each respective agency.
  - e. Extract agreed-upon historical CAD data from the Motorola CAD System.
2. Transition Services do not include City staff participation in meetings with TriTech related to configuration of the TriTech CAD System, unless pre-approved in the monthly meetings held pursuant to Section 2.A.2. of this Agreement.

### **C. Warm Backup**

1. The City will operate its Motorola CAD System as a Warm Backup to the County's TriTech CAD System for three months after the TriTech CAD

System goes into live operations as the primary system for dispatch operations, unless a different time period is agreed to by the City and the County.

2. The City will maintain its Motorola CAD System as a running and operational system for recovery purposes, but the Motorola CAD System will not support dispatch operations. Live TriTech CAD data will not be mirrored to the Motorola CAD System and the City will not provide incident recall or report services.
3. The City agrees that the County may contract directly with all City Motorola CAD System vendors, including Motorola, to directly engage services for any ongoing operations or requirements after termination of City Warm Backup services under this section.

**D. Decommission of Motorola CAD System**

The City will decommission the Motorola CAD System after it has been taken out of service as a Warm Backup to the TriTech CAD System. Decommission services include the following:

1. Plan decommission
2. Uninstall Motorola CAD System software.
3. Inventory, uninstall, wipe, reconfigure, return, dispose of, recycle, or evaluate for redeployment the following hardware: switches, routers, workstations, laptops, firewalls, servers, and peripherals. Costs for disposal and recycling will be offset by any and all salvage value for decommissioned hardware.
4. Inventory, document, assess, uninstall, return, and/or evaluate software for redeployment.
5. Purge all County and agency CAD data.

**SECTION 3. Time**

This Agreement covers services provided by the City commencing January 1, 2014. The City shall provide services in accordance with agreed-upon Service Plans.

**SECTION 4. Billings and Payment**

A. The County agrees to compensate the City as follows:

1. Transition Services. The County will compensate the City for Transition Services on a time and materials and not to exceed basis. Transition Services are part of the County's initial implementation of the TriTech CAD System and will be paid entirely by the County pursuant to Section 8.1.1 of the CAD and Mobile Data Agreement Among Ramsey County and Members.

2. Warm Backup. The County will reimburse the City for its costs of providing Warm Backup services on a time and materials basis. Warm Backup services are part of the County's initial implementation of the TriTech CAD System and will be paid entirely by the County pursuant to Section 8.1.1 of the CAD and Mobile Data Agreement Among Ramsey County and Members.
  3. Decommission Services. The County will compensate the City for Decommission Services according to the allocation of costs originally agreed upon in section 9.02 of the 2005 Joint Powers Agreement for Ownership, Use and Operation of A Computer Aided Dispatch System. Specifically, the County will pay the City 33 1/3% of the verified costs to decommission the Motorola CAD System.
- B. The above amounts will fully compensate the City for all services and associated costs incurred in the performance of services under this Agreement. The County will honor no claim for services and/or costs provided by the City not specifically provided for in this Agreement. This Agreement represents anticipated services. Unanticipated services, or an extension of services, may be provided by the City to the County pursuant to an Amendment to this Agreement.
- C. The County shall pay the City for Transition Services, Warm Backup Services, and Decommission Services at the following hourly rates, up to a maximum not to exceed total sum of \$314,294.51:

<b>Role</b>	<b>Hourly Rate</b>
System Consultant IV	\$67.53
System Consultant III	\$61.67
System Consultant II	\$58.16
Info Tech/Analyst IV	\$54.78
Info Tech/Analyst V	\$59.40
System Support Spec IV	\$45.82
System Support Spec III	\$35.51

- D. The City will submit quarterly invoices for services. Upon receipt of the invoice and verification of the charges by the Project Manager, the County shall make payment to the City within thirty (30) days.
- E. Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. §471.425.

## **SECTION 5. Project Management**

- A. The County has designated Emergency Communications Department Director Scott Williams as its Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager has the authority to transmit instructions, receive information, and interpret and define the County's policy and decisions pertinent to the work covered by this Agreement. The Project Manager may designate a point of contact for specified interagency communications.
- B. The City has designated Assistant Chief Kathy Wuorinen as its Project Manager for this Agreement, and the individual to whom all communications pertaining to the Agreement shall be addressed. The Project Manager has the authority to transmit instructions, receive information, and interpret and define the City's policy and decisions pertinent to the work covered by this Agreement. The Project Manager may designate a point of contact for specified interagency communications.

## **SECTION 6. Party Responsibilities**

The parties agree to provide each other with reasonable access to documents, staff, and other sources as needed and allowed by law to complete the work described herein.

## **SECTION 7. Work Products, Records, Dissemination of Information.**

- A. Each party agrees to maintain all work product, supporting documentation, and business records according to its applicable records retention schedule.
- B. The parties will maintain all business records in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during this Agreement period and for six (6) years from the date of the final payment under the contract for audit or inspection by the other party, the Auditor of the State of Minnesota, or other duly authorized representative. For the purposes of this section only, Business Records do not include extracted CAD data.
- C. The parties agree to abide strictly by Chapter 13, the Minnesota Government Data Practices Act, in particular Minn. Stat. §§13.05, subd. 6 and 11 and 13.37, subd. 1 (b); Minn. Stat §138.17; and Minn. Stat. §15.17.

## **SECTION 8. Equal Opportunity Employment**

- A. Pursuant to Chapter 183 of the Saint Paul Legislative Code and its implementing rules, the City will not discriminate against any employee or applicant for employment for work under this Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to the same.

- B. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising, layoff or termination; rates of pay or their forms of compensation; and selection for training, including apprenticeship.

**SECTION 9. Compliance With Applicable Law**

The 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 provisions of this Agreement.

**SECTION 10. Conflict of Interest**

The parties agree that they will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of their obligations pursuant to this Agreement.

**SECTION 11. Independent Contractor**

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The City will at all times remain an independent contractor with respect to the work and/or services to be performed under this Agreement. Any and all employees of each party or other persons engaged in the performance of any work or services under this Agreement shall be considered employees or subcontractors of that party only and not of the other party; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the party employing said personnel.

**SECTION 12. Assignment**

The City and the County each binds itself and its successors, legal representatives, and assigns, with respect to all covenants of this Agreement. Neither party may assign or transfer their interest in this Agreement without the written consent of the other.

**SECTION 13. Termination**

- A. This Agreement will continue in full force and effect until completion of the roles and responsibilities of the parties under this Agreement unless either party terminates it at an earlier date. Either party to this Agreement may terminate it by giving no less than thirty (30) days written notice of its intent to terminate to the other party.
- B. In the event of termination, the County will pay the City for all services provided in accordance with the provisions of this Agreement up to the date of termination.

**SECTION 14. Amendment or Changes to Agreement**

- A. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement are valid only when reduced to writing in the form of an Amendment and duly signed by the parties.
- B. Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of such amendment. The term "this Agreement" as used herein shall be deemed to include any future amendments made in accordance herewith.

**SECTION 15. Notices**

Except as otherwise stated in this Agreement, any notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or demands shall be addressed as follows:

To City:  
Assistant Chief Kathy Wuorinen  
Saint Paul Police Department  
367 Grove St  
Saint Paul, MN 55101

To County:  
Scott Williams, Director  
Ramsey County Department of  
Emergency Communications  
E. 388 13th Street  
Saint Paul, MN 55101

**SECTION 16. Waiver**

Any fault of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

**SECTION 17. Survival of Obligations**

- A. The respective obligations of the parties under these terms and conditions, which by their nature would continue beyond the termination, cancellation, or expiration hereof, shall survive termination, cancellation or expiration hereof.
- B. If a court or governmental agency with proper jurisdiction determines that this Agreement, or a provision herein is unlawful, this Agreement or that provision, shall terminate. If a provision is so terminated but the parties legally, commercially, and practicably can continue this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

**SECTION 18. Interpretation of Agreement, Venue**

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation related to this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

**SECTION 19. Force Majeure**

Neither party will be held responsible for failure to perform under the terms of this Agreement if its performance is prevented by acts or events beyond the party's reasonable control, including, but not limited to: severe weather and storms, earthquake or other natural occurrences, strikes and other labor unrest, power failures, electrical



power surges or current fluctuations, nuclear or other civil military emergencies, or acts of legislative, judicial, executive, or administrative authorities.

**SECTION 20. Unavailability of Funding**

The purchase of goods or 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, and the appropriation of funds from the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the contracted goods and services is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of the Agreement the City shall take all actions necessary to discontinue further commitments of funds to the Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County. The County will pay the City for all services provided up to the date of termination.

**SECTION 21. 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.

**SECTION 22. Prevailing Wage**

The City and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction.

For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

**SECTION 23. Respectful Workplace and 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 in the Ramsey County Respectful Workplace and Violence Prevention Policy, means 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.

**SECTION 24. Prompt Payment**

The City will comply with Minnesota Statutes section 471.425.

**SECTION 25. Severability**

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.

**SECTION 26. Entire Agreement**

It is understood and agreed that this entire Agreement, including **Attachment 1**, supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement as of the last date written below.

**CITY OF SAINT PAUL**

\_\_\_\_\_  
Christopher B. Coleman, Mayor

Dated: \_\_\_\_\_

\_\_\_\_\_  
Thomas Smith, Chief of Police

Dated: \_\_\_\_\_

\_\_\_\_\_  
Director, Office of Technology &  
Communications (OTC)

Dated: \_\_\_\_\_

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

Dated: \_\_\_\_\_

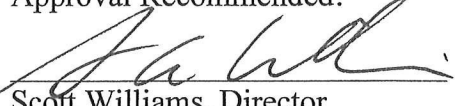
**RAMSEY COUNTY**

  
\_\_\_\_\_  
Jim McDonough, Chair  
Ramsey County Board of Commissioners

  
\_\_\_\_\_  
Bonnie Jackelen, Chief Clerk  
Ramsey County Board of Commissioners

Date: 5/6/14  
2014-145

Approval Recommended:

  
\_\_\_\_\_  
Scott Williams, Director  
Ramsey County Department of  
Emergency Communications