

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

- 1 WHEREAS, the City of Saint Paul, Police Department (SPPD) wishes to enter into an amendment to
 2 the Joint Powers Agreement for Ownership, Use and Operation of a Computer Aided Dispatch (CAD)
 3 System with Ramsey County; and
 4
 5 WHEREAS, it is necessary that the agreement, as entered into on November 16, 2005, be amended to
 6 reflect the changes occurring due to Ramsey County's acquisition of their own CAD system which is in
 7 the process of implementation; and
 8
 9 THEREFORE BE IT RESOLVED, the Saint Paul City Council authorized the City of Saint Paul to enter
 10 into, and Chief Thomas E. Smith to implement the attached amended agreement with Ramsey County.

	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: _____

**AMENDMENT TO JOINT POWERS AGREEMENT
FOR OWNERSHIP, USE AND OPERATION OF A
COMPUTER AIDED DISPATCH SYSTEM**

WHEREAS, Pursuant to the provisions of Minnesota Statutes §471.59, the City of Saint Paul (hereinafter referred to as the “City”), a Minnesota municipality, and Ramsey County (hereinafter referred to as the “County”), a political subdivision of the State of Minnesota are authorized to enter into an agreement to exercise jointly the governmental powers and function each has individually; and

WHEREAS, On November 16, 2005, the City and the County executed a Joint Powers Agreement (“JPA”) for ownership, use and operation of a Computer Aided Dispatch (“CAD”) System and also executed an agreement for a consolidated dispatch center to be owned and operated by the County and for the County to have use of the CAD system owned by the City (“Motorola CAD System”); and

WHEREAS, All public safety agencies in Ramsey County currently use the Motorola CAD System; and

WHEREAS, Due to the Motorola CAD System nearing the end of its life cycle, the County has acquired and is in the process of implementing a new integrated public safety CAD/Mobile system (“TriTech CAD System”), to be owned by the County and used County-wide by the Ramsey County Emergency Communications Center (“ECC”), and numerous Law Enforcement and Fire/EMS agencies across the County; and

WHEREAS, The County anticipates that the TriTech CAD System will be placed into live service in 2015; and

WHEREAS, The City and the County have reached agreement on the terms and conditions under which the City will provide ongoing Motorola CAD services until the County’s new TriTech CAD system goes into live operations.

NOW THEREFORE, IT IS HEREBY AGREED, by and between the parties to amend the Joint Powers Agreement for Ownership, Use and Operation of a Computer Aided Dispatch System (“JPA”) as follows:

1. Article IX. Cost is amended by adding the following:
 - 9.06 Beginning January 1, 2014, the County will reimburse the City on a time and materials basis for the City’s actual costs of providing services according to this Agreement. Cost categories are listed in the sample Invoice for Services attached to and made a part of this Agreement as **Exhibit A**. The County’s obligation will terminate on January 1, 2015, or the date the County commences use of the TriTech CAD System in a live environment as the primary system for dispatch operations, whichever is later.

9.07 The City will invoice the County on a quarterly basis in arrears for CAD Services for each quarter that the Motorola CAD System is operated as the primary system for dispatch operations until the City's Motorola CAD System is taken out of primary service and placed into "Warm Backup" status.

2. Except as modified in this Amendment, all other provisions of the JPA remain in full force and effect.

IN WITNESS WHEREOF, the City of Saint Paul and Ramsey County have executed this Agreement effective January 1, 2014.

CITY OF SAINT PAUL

Thomas Smith, Chief of Police
Dated: _____

Director, Office of Technology &
Communications (OTC)
Dated: _____

Director, Office of Financial Services
Dated: _____

Approved as to form:

Assistant City Attorney
Dated: _____

Christopher B. Coleman, Mayor
Dated: _____

RAMSEY COUNTY

Jim McDonough, Chair
Board of Ramsey County Commissioners

Bonnie Jackelen, Chief Clerk
Board of Ramsey County Commissioners

Date: 5/6/14

2014-145

Approval Recommended:

Scott A. Williams, Director
Ramsey County Emergency
Communications Department
Date: 5-8-14

Approved as to form:

Karen Kushner
Assistant County Attorney
Date: 5/8/14

**JOINT POWERS AGREEMENT FOR OWNERSHIP, USE AND OPERATION OF A
COMPUTER AIDED DISPATCH SYSTEM**

This Joint Powers Agreement is between Ramsey County, a political subdivision of the State of Minnesota ("County") and the City of Saint Paul, a municipality under the laws of the State of Minnesota ("City"), both of which are empowered to enter into joint powers agreements pursuant to Minn. Stat. § 471.59 and into an agreement for the acquisition, lease or disposition of equipment or other property pursuant to Minn. Stat. § 471.64.

WHEREAS, pursuant to the provisions of Minnesota Statutes § 471.59, the County and the City, through actions of their governing bodies, may jointly and cooperatively exercise any power common to them; and

WHEREAS, On May 21, 1991, the County and the City entered into a Joint Powers Agreement for the installation, operation and management of an integrated City/County Computer Aided Dispatch ("CAD") system; and

WHEREAS, On August 23, 1996, the County and the City executed a Joint Powers Agreement for the implementation, operation and maintenance of an updated integrated City/County CAD system; and

WHEREAS, Under the 1996 Joint Powers Agreement, other cities within Ramsey County were given access to the City/County CAD system through the County's participation in the Joint Powers Agreement; and

WHEREAS, The City and the County wish to have access to an updated integrated CAD system; and

WHEREAS, The County and the City each operate their own dispatch centers using the integrated City/County CAD system; and

WHEREAS, The County is in the process of implementing a county-wide 800 MHz trunked interoperable radio communication system and will be building a new dispatch center ("Dispatch Center"); and

WHEREAS, The City and the County wish to replace the current integrated City/County CAD system in connection with the construction of the Dispatch Center and implementation of the 800 MHz interoperable radio communication system; and

WHEREAS, By separate agreement, known as the Car-Lo Memorandum of Understanding ("MOU") and lease agreement for the building to house the Dispatch Center, the City has agreed to purchase and pay for a new integrated City CAD System, as a replacement for the current integrated City/County CAD System; and

WHEREAS, The characteristics, design, operating standards and operating procedures for the replacement integrated City CAD system are important to all the agencies that will be using the

replacement integrated City CAD system and to the reliable operations of the Dispatch Center; and

WHEREAS, The County's Radio System Manager has responsibility for the 800 MHz interoperable radio communication system and the Dispatch Center; and

WHEREAS, The County and the City wish to share in the planning, use, and operating costs of the replacement integrated City CAD system to be purchased by the City and to coordinate operation and management of the replacement integrated City CAD system with the operation of the Dispatch Center;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I. PURPOSE

It is the purpose of this Agreement to set forth the understanding of the parties regarding the ownership, use, and operation of a replacement integrated City Computer Aided Dispatch system ("CAD System") to be purchased by the City in conjunction with the County's operation of the Dispatch Center.

ARTICLE II. TERM OF THE AGREEMENT

This Agreement shall be effective upon execution by both parties and shall remain in effect for the useful life of the CAD System, unless earlier terminated pursuant to the provisions of Article XI of this Agreement, or twelve (12) years from the date this Agreement is fully executed by the parties, whichever occurs first. This Agreement is contingent on execution of and subject to performance by the parties of the following: 1) the Car-Lo MOU and lease agreement for the building to house the Dispatch Center; and 2) the Joint Powers Agreement Between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operations.

ARTICLE III. CAD SYSTEM PURCHASE

- 3.01 Pursuant to the provisions of a separate Memorandum of Understanding ("MOU") between the parties, the Car-Lo MOU and lease agreement for the building to house the Dispatch Center, the City will purchase and install the CAD System, at its own cost. Nothing in this Agreement shall obligate the County to contribute to the cost of acquisition or installation of the CAD System.
- 3.02 As used in this Joint Powers Agreement ("Agreement"), the term "CAD System" shall mean all City owned hardware and software necessary to provide a fully operational integrated computer aided dispatch system for use by the City and the County at the Dispatch Center and by other public safety agencies within Ramsey County currently

using the integrated City/County CAD System at their current locations. The City will not be responsible under this Agreement for the cost of providing hardware, software, or services for the expansion of the CAD System to other users or to public safety agencies within Ramsey County currently using the integrated City/County CAD System at different or additional locations. The City shall be responsible for CAD System installation services, including data conversion necessary for the transition to the CAD System, but excluding conversion of historical legacy data. The City shall include the County in any vendor-provided training. If the CAD System purchased by the City requires additional software, hardware, or services in order to meet the requirements of this paragraph, the City will be responsible for the full cost of such additional software, hardware, and services.

- 3.03 If the CAD System purchased by the City is inadequate to meet the County's needs, the County will have no obligation to contribute to the operating costs for the CAD System.
- 3.04 The agreement with the selected vendor must contain a provision that permits a transfer of all licenses for the CAD System to the County at no cost to the County in the event the City wishes to terminate its agreement with the vendor, so long as inclusion of the provision does not increase the cost of the CAD System to the City.
- 3.05 The City shall complete the purchase and installation of the CAD System, and have it operational, no later than the date that the County identifies as the start date for operations of the newly constructed Dispatch Center in Saint Paul, which shall be no earlier than February 1, 2006, unless otherwise agreed to in writing by the parties.

ARTICLE IV. CAD SYSTEM OWNERSHIP

- 4.01 The City will be the owner of the CAD System.
- 4.02 The City may not transfer its ownership interest in the CAD System without prior agreement by the County.

ARTICLE V. CAD SYSTEM DESCRIPTION

- 5.01 The CAD System to be purchased and installed at the City's expense shall, at minimum, meet the requirements set forth in this Article V.
- 5.02 Any CAD System server site must have the appropriate environment for housing the equipment for maximum reliability. The City shall be responsible for providing and maintaining this environment.
- 5.03 The CAD System must be compatible with all interfaces that are in use by public safety agencies within Ramsey County on the current integrated City/County CAD System.

Necessary interfaces used by public safety agencies within Ramsey County will be maintained during the life of the resulting agreement with the CAD System vendor.

- 5.04 The CAD System must have the ability to interface with commonly-used 911 customer premise equipment.
- 5.05 The CAD System must be CRIMNET compliant and compliant with mandated state or federal data systems.
- 5.06 The CAD System must have the capability to provide reports that can document performance in such areas as call taking, dispatching, and response time.
- 5.07 The CAD System's geographical information and mapping components must use ESRI geofiles and must be coordinated with the County and City geographic information systems.
- 5.08 The Request for Proposals for the CAD System must include a detailed list of requirements for the CAD System. Each proposal will be required to include this list and the proposal must include the degree to which each requirement is addressed in the proposal.
- 5.09 The CAD System will include all necessary hardware and software, including workstations and client licenses, that will allow each public safety agency currently using the integrated City/County CAD System to also use the CAD System. The equipment for each public safety agency currently using the integrated City/County CAD System will be located in the agency's current location; any modifications to the locations must be approved by the DUG.

ARTICLE VI. CAD SYSTEM MODIFICATIONS AND UPGRADES

- 6.01 Any CAD System user may submit a request for a modification or upgrade (collectively referred to as "Modification") to the CAD System to the Dispatch Users Group ("DUG"), as identified in the Joint Powers Agreement Between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operations.
- 6.02 The DUG shall make a report of its evaluation to the CAD System Manager and the County's Radio System Manager for the county-wide 800 MHz trunked interoperable radio communication system. No Modification may be made to the CAD System unless approved by both the CAD System Manager and the Radio System Manager. Such approval shall be in writing and shall describe the Modification and each party's obligation to pay for costs relating to the implementation and support of the Modification. The County will have no obligation to pay for any costs related to the implementation or support of any Modification to the CAD System that has not been approved by the Radio System Manager in accordance with this paragraph.

- 6.03 The City shall not be responsible, beyond the useful life of the CAD system, for any replacement of or parts of the CAD System, including but not limited to, the CAD System in its entirety or parts of the CAD System, whether in hardware, software, databases, network connectivity, interfacing, equipment, servers, routers, switches, backups, system resources, storage, replacement parts, repairs, or program upgrade.

ARTICLE VII. CAD SYSTEM USERS/ACCESS

- 7.01 The County shall have full use of, and access to, the CAD System. The County may provide access to the CAD System to other municipalities within Ramsey County as part of the County's right to use and access the CAD System.
- 7.02 The City and the County shall have identical access to the CAD System at all times for all information and functions that the CAD System makes available.
- 7.03 The CAD System Manager and the Radio System Manager shall agree on a security plan that will include different levels of access to the CAD System for different CAD System users.
- 7.04 Use by other Ramsey County municipalities will be considered County use for purposes of calculating the County's obligations regarding payment of operating and maintenance costs, if the County provided the access.
- 7.05 The City retains the right to provide CAD services to other municipalities outside of Ramsey County, provided that the same shall be done without additional cost to the County.
- 7.06 Use may not be granted to another user or provided to another user by the City or County if such use will result in any of the following for then existing users:
- a. a reduction in the CAD System capabilities and resources; or
 - b. an increase in operating or maintenance costs.

ARTICLE VIII. CAD SYSTEM OPERATIONS, MANAGEMENT, AND MAINTENANCE

- 8.01 The City shall operate, manage, and maintain the CAD System under the direction of a CAD System Manager, who shall be a City employee and be selected by the City.
- 8.02 The City will provide the following services to the County under this Agreement:
- a. Manage the CAD servers, system software, databases, and network connectivity to call taker and dispatch workstations in the Dispatch Center.

- b. Maintain the CAD System in such a manner as to provide a minimum of 99.9% availability. The CAD System servers and critical network elements such as routers and switches will be powered by an uninterruptible power supply that is, in turn, on an electrical circuit with emergency power available.
- c. Manage the CAD System vendor support contract.
- d. Provide timely notices to the County's Radio System Manager of status changes to the CAD System, such as server maintenance, that will affect CAD System availability or performance. Any CAD System downtime shall be scheduled during periods of light call traffic.
- e. Coordinate maintenance upgrades with the CAD System vendor.
- f. Manage the CAD System server and workstation licenses with the CAD System vendor.
- g. Monitor the performance of the CAD System and servers to ensure adequate system resources and storage to handle peak CAD System traffic loads.
- h. Maintain a system of frequent backups of the CAD System 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 Radio System Manager.
- i. Provide 24 by 7 by 365 on-call technical support. The City shall provide an immediate response to a notice of a critical outage.
- j. Provide routine technical support to Dispatch Center managers and supervisors during regular business hours.
- k. Provide technical support to local agencies for CAD mobile client software.
- l. Provide assistance in the creation of custom reports and CAD data file exports.
- m. Establish and maintain CAD interfaces to local agency records systems, mobile data system networks, and local PSAP 911 premise equipment.
- n. Perform local troubleshooting, characterization, and documentation of CAD System problems or anomalies and communicate findings to CAD vendor. Follow-up with CAD vendor as necessary to resolve problems.
- o. Install, configure, and maintain CAD client software on dispatch and call taker workstations.
- p. Provide technical support for the network connectivity between the CAD servers and CAD workstations in the countywide Dispatch Center.
- q. Provide technical assistance to local user agencies for local CAD interfaces. Such interfaces must be approved by both the City and County.
- r. Work with CAD vendor to convert legacy CAD system data files and tables and import into the new CAD System.

ARTICLE IX. COST

- 9.01 The City shall pay all costs for the initial purchase and installation of the CAD System.
- 9.02 The City shall pay 66 2/3% of the actual annual operating and maintenance costs for the CAD System and the County shall pay 33 1/3% of the actual annual operating, maintenance, management and personnel costs for the CAD System, unless otherwise agreed to by the parties in writing.

- 9.03 Pursuant to the obligation of the Dispatch Policy Committee ("Committee") under the provisions of the Joint Powers Agreement Between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operations to periodically review operations and make recommendations on the operations, standards, and budget for the Dispatch Center, the Committee shall review and make recommendations to the City on the City's proposed annual operating, maintenance, management, and personnel budget for the CAD System.
- 9.04 At the end of each calendar year quarter, the City shall submit a detailed invoice to the County for 1/3 of the actual operating, maintenance, management and personnel costs for the quarter.
- 9.05 The County shall make payment within 30 calendar days of receipt of the invoice, provided that all disputes and calculation of interest shall be determined in accordance with the provisions of Minnesota Statutes §471.425.

ARTICLE X. DISPUTE RESOLUTION

- 10.01 **Technical Issues**
Technical CAD System issues shall first be submitted to the CAD System Manager and the Radio System Manager for resolution. If they cannot reach agreement, the matter shall be referred by the Managers to the Dispatch Users Group ("DUG"). If the DUG cannot reach agreement on a resolution, the issue shall be forwarded to the Committee.
- 10.02 **Financial Issues**
Financial CAD System issues shall first be submitted to the CAD System Manager and the Radio System Manager for resolution. If they cannot reach agreement, the matter shall be referred by the Managers to the Committee.

ARTICLE XI. GENERAL TERMS AND CONDITIONS

- 11.01 **Termination**
- a. This Agreement shall terminate upon the consent of the City and the County as evidenced by written resolutions of their governing bodies, or when necessitated by operation of law, or as a result of a decision by a court of competent jurisdiction.
 - b. Either party may terminate this Agreement for material breach of this Agreement by the other party if the breach has not been cured within thirty (30) calendar days from the date on which the breaching party received written notice specifying the breach.
 - c. This Agreement may be terminated by the County, upon a determination by resolution of the County Board of Commissioners that the CAD System is at the end of its useful life.

11.02 Indemnification and Insurance

- a. 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 the other party or its 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.
- b. Each party agrees to defend, indemnify and hold harmless the other party, its employees, elected officials, and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys fees, resulting directly or indirectly from any act or omission of the indemnifying party, its employees, elected officials, or agents, in the performance or failure to perform its obligations under this Agreement.
- c. Each party warrants that it is able to comply with the aforementioned indemnity requirements through commercial insurance or a self-funding program.
- d. The County agrees to maintain property insurance coverage throughout the term of this Agreement on the Dispatch Center facility and all of the County equipment within the Dispatch Center. The City agrees to maintain property insurance coverage throughout the term of this Agreement on all of the City equipment within the Dispatch Center.

11.03 Non-Assignability

Neither party shall assign any interest in this Agreement nor transfer any interest in the same, whether by subcontract, assignment or novation.

11.04 Compliance With Applicable Law

- a. Both 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, sex, marital status, status with regard to public assistance, sexual preference, disability, or age.
- b. Both 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.

11.05 Data Practices

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

11.06 Management and Access to Data

Each agency that is a user of the CAD system under this Agreement shall manage all data the agency collects, creates, stores, receives, maintains, or disseminates. No other user agency of the CAD System shall access any other user agency data, through or with the assistance of the CAD System, for any purpose, without the prior consent of the user agency that collected, created, stored, received, maintained, or disseminated the data.

11.07 Audit

Until the expiration of six (6) years after the termination of this Agreement, each party shall, upon written request of the other party, shall 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.

11.08 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.

11.09 Notice

Any notice required to be given by this Agreement shall be made by delivery by first class mail, postage applied, to:

Ramsey County
Office of the County Manager
250 City Hall/Courthouse
15 West Kellogg Boulevard
Saint Paul, Minnesota 55102

City of Saint Paul
Office of the Mayor
390 City Hall/Courthouse
15 West Kellogg Boulevard
Saint Paul, Minnesota 55102

11.10 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.

11.11 Entire Agreement

This Agreement shall constitute the entire agreement between the City and the County on the subject matter hereof and shall supersede all prior oral or written negotiations.

11.12 Conditions Outside Control of a Party.

No party to this Agreement can be held responsible for conditions outside the control of the party claiming its occurrence, which are the direct result of force majeure which shall

mean and include acts of god; acts of public enemies; strikes or lockouts; enforceable governmental or judicial orders; outbreak of war or insurrection, or acts of terrorism; insurrections; riots; civil disturbances; earthquakes, floods, fires; explosions or other similar catastrophes or events not reasonably within the party's control.

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

RAMSEY COUNTY

CITY OF SAINT PAUL

Victoria Reinhardt
Victoria Reinhardt, Chair
Board of County Commissioners

Randy Kelly
Randy Kelly, Mayor

Bonnie Jackelen
Bonnie Jackelen, Chief Clerk 2005-384
Board of County Commissioners

Shari Moore
City Clerk

Date: 11/2/05

Date: 11-16-05

Approved as to form:

Approved as to form:
[Signature]
Assistant City Attorney

Karen Kushner 11/1/05
Assistant County Attorney

Approval recommended:

[Signature]
David Twa, County Manager

Funds are available:

Kathryn L. Moore
Budgeting and Accounting

Funds are available:

[Signature]
Director of Finance and Management Services