



STAFF REPORT

DATE: April 18, 2017

CONSENT

ITEM #: 14

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: Approval of "AGREEMENT FOR MONITORING OF OUTDOOR WARNING SIREN EQUIPMENT"

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: Since our warning sirens were first installed, it was necessary for staff to be at each site on the first Wednesday of each month at 1:00 to ensure the sirens were operating properly. In April of 2013, due to the inconsistency of staff availability, we reached out to the business community and several stepped up to monitor and report in on the operation of the sirens on the first Wednesday of each month. Those businesses were, Animal Inn, Lake Elmo Bank, Rockpoint Church, Lindners Greenhouse, Jesuit Retreat House and Cimarron Park Mngmt. With staff monitoring the remaining sirens. With the installation of the final three sirens, we would like to move forward with the final step in the process, getting on the Woodbury monitoring system as proposed and approved throughout the process.

ISSUE BEFORE COUNCIL: Approval of "AGREEMENT FOR MONITORING OF OUTDOOR WARNING SIREN EQUIPMENT"

PROPOSAL DETAILS/ANALYSIS:

The Woodbury's monitoring system provides the following benefits:

- Daily reports on siren status, batteries, communication, etc., not just once a month
- Eliminate need to physically monitor each siren site during the monthly testing.
- Elimination of annual service contract of \$3745.00. When notified of a problem, could be handled either internally with PW;s staff or individual service call.

FISCAL IMPACT: \$3,745.00 Annual Service contract replaced by \$900.00 Annual Monitoring Fee, (\$100.00 per siren).

OPTIONS:

- 1) Approve Agreement
- 2) Do not approve agreement

RECOMMENDATION:

If removed from the consent agenda:

Motion to approve the Agreement for Monitoring of outdoor Warning Siren Equipment.

ATTACHMENTS: Copy of agreement

AGREEMENT FOR REMOTE MONITORING OF OUTDOOR WARNING SIREN EQUIPMENT

THIS AGREEMENT dated the 1st day of January 2017 is made by and between the CITY OF WOODBURY, a Minnesota municipal corporation (hereinafter referred to as “Woodbury”) and the City of Lake Elmo, (hereinafter referred to as “the Vendee”).

WHEREAS, the Vendee is interested in utilizing the Federal Signal Command Controller which is owned and operated by Woodbury to monitor the operational status of their outdoor warning siren equipment; and,

WHEREAS, Woodbury and its employees have the technology and have been properly trained to utilize this equipment for the purpose of remote monitoring of the outdoor warning sirens and are willing and able to monitor the Vendee’s sirens in accordance with the National Weather Service monthly testing standards and Washington County’s testing procedures and the capabilities of Federal Signal System Technology.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services. The overall goal is to insure proper operational readiness of each siren through daily remote monitoring sirens on the system. Woodbury will own, maintain and service the Federal Command Controller Remote Monitoring equipment and its hardware as needed to insure its operational readiness. The Vendee will own, maintain and service its Federal Signal, Outdoor Warning Siren and is responsible for the operational readiness of each of its sirens on the system that are to be monitored. And, the Vendee is responsible for the cost of optimization to migrate each siren that is to be monitored by the Woodbury system onto the Woodbury remote monitoring system.

2. Time of Service. Woodbury will provide remote monitoring services and at minimum, once a month notification the Vendee of siren operational status in conjunction with the National Weather Service’s monthly testing and the Washington County procedures of the outdoor warning system for each of the Vendee sirens, which are capable of being monitored remotely by the system. Woodbury will provide the Vendee with fault status updates, on a timely basis, during normal business hours Monday through Friday for siren system abnormalities as they are identified through the regular monitoring of the remote monitoring equipment.

3. Compensation. The Vendee agrees to pay Woodbury on the basis of each individual siren which is one the remote monitoring system upon presentation of Woodbury’s invoice. Woodbury’s individual

rate to be charged to the Vendee for monitoring its outdoor warning siren/s is attached hereto as Schedule "A", and said rate shall be subject to re-negotiation each year.

4. Liability of Woodbury. Woodbury shall, under no circumstances, be liable under or by reason of this Agreement, directly or indirectly, for any accident, injury, or damage suffered by any of the subjects of the testing procedures carried out under this Agreement, or any of their heirs or assigns.

5. Term. The term of this Agreement shall be for the period commencing on the date of the execution of this Agreement, and shall continue thereafter until terminated by either party giving the other party sixty- (60) day's prior written notice of such termination.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date and year above written.

CITY OF WOODBURY

THE VENDEE

By _____
Its Mayor

By _____
Its _____

By _____
Its Administrator

By _____
Its _____

SCHEDULE A

COMPENSATION BETWEEN CITY OF WOODBURY AND THE CITY OF LAKE ELMO

In accordance with Paragraph 3 of the Agreement for fit testing between the City of Woodbury and the **CITY OF LAKE ELMO**, the parties agreed that Woodbury shall receive \$ 100.00 per individual outdoor warning siren for **Nine outdoor warning siren** .

CITY OF WOODBURY

VENDEE

By _____
Its Mayor

By _____
Its _____

By _____
Its Administrator

By _____
Its _____