



STAFF REPORT

DATE: January 16, 2024

Consent

TO: City Council

FROM: Dustin Kalis, Fire Chief

AGENDA ITEM: Authorize Joint Powers Agreement between the City of Lake Elmo and City of Woodbury Providing For The Remote Monitoring of Outdoor Warning Siren Equipment

REVIEWED BY: Sarah Sonsalla, City Attorney
Clark Schroder, City Administrator

BACKGROUND:

The City of Lake Elmo owns and operates 9 outdoor warning sirens located throughout the city. Remote monitoring of these sites is conducted by the City of Woodbury through a joint powers agreement that the cities entered in 2017. Due to the cost of the monitoring equipment and small number of siren sites in Lake Elmo, having Woodbury monitor our sites continues to make the most sense both financially and operationally.

ISSUE BEFORE COUNCIL:

Should the City Council approve the joint powers agreement between the City of Lake Elmo and City of Woodbury providing for the remote monitoring of outdoor warning siren equipment?

PROPOSAL:

The current agreement was approved in 2017. Due to a number of staffing changes within both cities since, the City of Woodbury provided an updated joint powers agreement that includes updated responsible parties, an updated rate schedule and a 5 year term.

The joint powers agreement between the two cities has worked very well for the City of Lake Elmo. Communication from City of Woodbury staff is provided in a timely manner and any identified issues are reported immediately and expect that to continue with this new agreement.

FISCAL IMPACT:

No fiscal impact for 2024 as monitoring funds are already budgeted and rates for 2024 have not increased. Monitoring rates per siren site will increase by \$5 per site, per year and will be budgeted accordingly in future years.

OPTIONS:

- 1) Approve Joint Powers Agreement
- 2) Deny approval

RECOMMENDATION:

If removed from the consent agenda:

“Motion to approve Joint Powers Agreement between the City of Lake Elmo and City of Woodbury Providing For The Remote Monitoring of Outdoor Warning Siren Equipment”

ATTACHMENTS:

- Joint Powers Agreement between the City of Lake Elmo and City of Woodbury Providing For The Remote Monitoring of Outdoor Warning Siren Equipment

**JOINT POWERS AGREEMENT
PROVIDING FOR THE REMOTE MONITORING
OF OUTDOOR WARNING SIREN EQUIPMENT**

THIS JOINT POWERS AGREEMENT (the “Agreement”) dated this ___ day of ___ is made pursuant to Minn. Stat. §471.59 Subd. 10 by and between the CITY OF WOODBURY, a Minnesota municipal corporation (hereinafter referred to as “Woodbury”) and the CITY OF LAKE ELMO, a Minnesota municipal corporation (hereinafter referred to as “Lake Elmo”).

WHEREAS, Minn. Stat. §12.02, subd. 1 (2) confers upon governing bodies of political subdivisions of the state to carry out emergency management functions; and

WHEREAS, Minn. Stat. §12.03, subd. 4 defines “emergency management” to include emergency functions such as warning services; and

WHEREAS, warning siren systems are a warning service designed to alert the public of hazardous weather conditions and other public emergencies; and

WHEREAS, Lake Elmo is interested in utilizing the Federal Signal Command Controller which is owned and operated by Woodbury to monitor the operational status of Lake Elmo’s 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 Lake Elmo’s warning sirens in accordance with the National Weather Service monthly testing standards, 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 ensure proper operational readiness of each siren through daily remote monitoring of sirens on the system. Woodbury will own, maintain, and

service the Federal Command Controller Remote Monitoring equipment and its hardware as needed to ensure its operational readiness. Lake Elmo will own, maintain, and service its Federal Signal, Outdoor Warning Sirens and is responsible for the operational readiness of each of its sirens that are to be monitored. Lake Elmo 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 for each warning siren designated to be remotely monitored by Lake Elmo and at minimum, once a month notify Lake Elmo of each siren's 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 Lake Elmo sirens, which are capable of being monitoring remotely by the system. Woodbury will provide Lake Elmo with fault status updates for all warning sirens being remotely monitored, 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. Woodbury will invoice Lake Elmo the first week of April each year for the cost of providing the remote monitoring services for the warning sirens. Lake Elmo agrees to pay the invoice from Woodbury via mailing of paper check within 30 days of receipt. Woodbury's rates to be charged to Lake Elmo for monitoring Lake Elmo's outdoor warning sirens is attached hereto as Schedule A.
4. Authorized Representatives. All notices and correspondence, which may be necessary or proper for either party to accomplish the purposes of this Agreement, shall be addressed to the parties' authorized representatives listed below, or their successors in office.

City of Woodbury – Kyra Crepin
8301 Valley Creek Road
Woodbury, MN 55125

City of Lake Elmo – Dustin Kalis
3880 Laverne Ave N.
Lake Elmo, MN 55042

5. Limitation of Liability and Indemnification. Lake Elmo expressly agrees to relieve, indemnify, defend, and hold harmless Woodbury, its officers, and employees from and against any liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney’s fees and costs arising out of the services provided under this Agreement, including, but not limited to any alleged negligent or willful actions or omissions on Lake Elmo’s part.

Lake Elmo also expressly releases and holds harmless Woodbury, its officers, and employees from any and all liability, claims, actions, damages, losses, expenses, including claims caused by Woodbury’s negligence, related to any physical injury, including death, illness and/or damage of any kind incurred by as a result of the services provided under this Agreement.

It is understood and agreed that Woodbury and Lake Elmo’s liability shall be limited by the provisions of Minnesota Statutes Chapter 466 or other applicable law.

6. Term and Termination. The term of this Agreement shall be for the period commencing on the date of the execution of this Agreement, and shall continue thereafter for five years from January 1, 2024. This Agreement may be terminated earlier by mutual agreement of the parties.

7. Miscellaneous Provisions

- a. Governing Law and Venue. All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule

(whether of the State of Minnesota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Minnesota. All legal proceedings shall be venued in the County of Washington or federal district court in Minneapolis/St. Paul.

- b. Headings. The headings of the several sections contained herein are for convenience only and do not define, limit or construe the content of such sections.
- c. Modifications. Each party agrees that any modification of this Agreement will be effective only if it is in writing signed by both parties.
- d. Entire Agreement and Prior Agreements. This Agreement is intended by the parties as a final expression of their agreement, which cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation any prior agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made, orally or otherwise, by any party, or by anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.
- e. Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner to be effective and valid under applicable law. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule, in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or the

effectiveness or validity of any provision in any other jurisdiction, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

- f. Waiver. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
- g. Third Party Rights. The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

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

CITY OF WOODBURY:

CITY OF LAKE ELMO:

By: _____ Anne Burt Its: Mayor	By: _____ Charles Cadenhead Its: Mayor
Date: _____	Date: _____

By: _____ Clint Gridley Its: City Administrator	By: _____ Julie Johnson Its: City Clerk
Date: _____	Date: _____

Approved As To Form:

By: _____
 Its: City Attorney

Date: _____

SCHEDULE A

COMPENSATION BETWEEN CITY OF WOODBURY AND THE CITY OF LAKE ELMO

In accordance with Paragraph 3 of the Agreement for remote monitoring of outdoor warning sirens between the City of Woodbury and the City of Lake Elmo, the parties agreed that the City of Lake Elmo shall pay the City of Woodbury at the rate below per individual outdoor warning siren identified to the City of Woodbury by the City of Lake Elmo each year.

Year	Rate Per Siren
2024	\$100
2025	\$105
2026	\$110
2027	\$115
2028	\$120

CITY OF WOODBURY:

CITY OF LAKE ELMO:

By: _____
Anne Burt
Its: Mayor

By: _____
Charles Cadenhead
Its: Mayor

Date: _____

Date: _____

By: _____
Clint Gridley
Its: City Administrator

By: _____
Julie Johnson
Its: City Clerk

Date: _____

Date: _____

Approved As To Form:

By: _____
Its: City Attorney

Date: _____