



STAFF REPORT

DATE: December 17, 2024

CONSENT

TO: City Council

FROM: Dustin Kalis, Fire Chief

AGENDA ITEM: Approve Joint Powers Agreement Between Washington County and the City of Lake Elmo for Mass Community Notification System

REVIEWED BY: Nicole Miller, City Administrator

BACKGROUND:

Washington County and the City of Lake Elmo uses a mass community notification system to deliver geo-targeted, time-sensitive information via email, SMS, voice, mobile app push notifications, IPAWS and more depending on the severity of the situation. The notification system is used to send critical communications, from evacuation notices and weather-related emergencies to missing person alerts. This notification system has been used within Washington County since 2010.

ISSUE BEFORE COUNCIL:

Should the City Council approve joint powers agreement between Washington County and the City of Lake Elmo for mass community notification system?

PROPOSAL DETAILS/ANALYSIS:

The current joint powers agreement is set to expire on December 31, 2024. The renewed agreement will go into effect on January 1st, 2025. The county will no longer be billing an annual fee. The agreement will remain in effect until such time as one or both parties terminate the agreement as provided herein. The City may cancel this agreement with or without cause at any time upon giving a thirty (30) days' written notice to the County Sheriff or designee.

FISCAL IMPACT:

There is no budget impact with this agreement. Washington County has entered into an agreement and purchases minutes annually to assist all agencies with Washington County. The minutes purchased by the County are used for all emergency notifications at no cost to the city.

OPTIONS:

- 1) Approve joint powers agreement
- 2) Amend and then approve the joint powers agreement
- 3) Do not approve the joint powers agreement

RECOMMENDATION:

If removed from the consent agenda:

Motion to approve joint powers agreement between Washington County and the City of Lake Elmo for mass community notification system?

ATTACHMENTS:

- Joint Powers Agreement Between Washington County and the City of Lake Elmo for Mass Community Notification System

**JOINT POWERS AGREEMENT
BETWEEN WASHINGTON COUNTY AND THE CITY OF LAKE ELMO
FOR A MASS COMMUNITY NOTIFICATION SYSTEM**

THIS AGREEMENT is made by and between political subdivisions organized and existing under the Constitution and laws of the State of Minnesota. Washington County, hereinafter “County”, and the City of Lake Elmo, hereinafter “City”, are the parties to this agreement.

WHEREAS, both political subdivisions, through their law enforcement agencies, manage threats to public health, safety, and welfare.

WHEREAS, Minnesota Statute Section 471.59, commonly known as the Joint Powers Act, provides that two or more governmental units may, by agreement, jointly exercise any power common to the contracting parties.

WHEREAS, the County has entered into a contract for a Mass Community Notification System, hereinafter “System”, for the purpose of sending mass notifications to homes, businesses, and mobile phone devices.

WHEREAS, the County has agreed to purchase sufficient minutes annually to assist the agencies within Washington County to provide necessary mass emergency notifications.

WHEREAS, the City is in need of having the ability to communicate with the public in a timely manner during both emergency and non-emergency situations.

WHEREAS, at the request of the City, the County is willing to provide a System to meet this need.

NOW THEREFORE, pursuant to the authority contained in Minnesota Statute Section 471.59, and in consideration of the mutual covenant contained herein and the benefits that each party hereto shall derive, the County and City hereby agree to the following terms and conditions.

PURPOSE

The purpose of this joint powers agreement is set forth in the recitals contained above, which are incorporated by reference and fully set forth herein.

COUNTY’S RESPONSIBILITIES

1. The County agrees to enter into a contract for the purchase of sufficient minutes annually for the System.
2. The County will develop a policy related to the use and maintenance of the System.

3. The County will assign an employee as the System administrator.
4. The County agrees to train the Emergency Communications Response Center, hereinafter "ECRC", personnel in the operation of the System.
5. The County will periodically test the System to ensure it is operating properly.
6. The County will monitor the number of minutes used by all agencies to ensure there is sufficient minutes available in the event of an emergency.

CITY'S RESPONSIBILITIES

1. The City will conform to the policy developed by the County related to the use and maintenance of the System.
2. The City's representative will be responsible for notifying the County's ECRC for emergency notifications. Emergency notifications are defined in the policy as those that are related to public safety or public health.
3. The City's representative will be responsible for determining the content of any emergency notification message, in addition to the geographic area the message is to be sent.
4. The County's ECRC personnel will assist in preparing emergency notifications and will be responsible for initiating the call procedures through the System at the direction of the City's representative.
5. The City's representative has the option to send general notifications through a web-based server, or the City's representative may contact the ECRC to send general notifications on their behalf. General notifications are defined in the policy as those that are for the purpose of public notification and do not meet the criteria of an emergency notification.

TERM OF AGREEMENT

The term of this agreement shall begin on January 1, 2025, the date of the signature of the parties notwithstanding. This agreement will remain in effect until such time as one or both parties terminate the agreement as provided herein.

TERMINATION

The County may cancel this agreement with or without cause at any time upon giving a thirty (30) days' written notice to the City Administrator or designee.

The City may cancel this agreement with or without cause at any time upon giving a thirty (30) days' written notice to the County Sheriff or designee.

COST AND PAYMENT

The minutes purchased by the County annually will be used for all emergency notifications at no cost to the City.

The County will monitor the number of minutes available. If the number of minutes available becomes insufficient, the County, at its discretion, will bill the City for general notification minutes used at a rate of \$0.25 per minute. These funds will be retained by the County for the sole purpose of purchasing additional minutes. The City shall pay the County within thirty (30) days of being invoiced.

INDEPENDENT CONTRACTOR

Nothing within this agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the City as the agent, representative, or employee of the County for any purpose or in any manner whatsoever.

ASSIGNMENT

The City shall not assign any services contemplated under this agreement.

AUDITS, REPORTS, RECORDS, AND MONITORING PROCEDURES/RECORDS AVAILABILITY & RETENTION

Pursuant to Minnesota Statute Section 16C.05 Subdivision 5, the City will:

1. Maintain all books, records, documents, and accounting procedures and practices that are related to and/or relevant to this agreement.
2. Agree that the County, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, records, documents, and accounting procedures and practices that are related to and/or relevant to this agreement. The City agrees to maintain these records for a period of six (6) years from the date of the termination of this agreement.

INDEMNIFICATION

The City agrees it will defend, indemnify, and hold harmless the County, its officers, and employees against any and all liability, loss, costs, damages, and expenses which the County, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the City in the performance of this agreement.

The liability of the parties under this agreement shall be governed by Minnesota Statutes Section 471.59 Subdivision 1a. Each party to this agreement shall be liable for its own acts or omissions and shall not be liable for the acts or omissions of any other party to this agreement.

INSURANCE REQUIREMENTS

The City agrees that in order to protect itself, as well as the County, under the indemnity provisions set forth above, it will at all times during the term of this agreement, keep in force the following insurance protection in the limits specified:

1. Maintain membership and participation in the League of Minnesota Cities Insurance Trust or commercial general liability insurance with contractual liability coverage in the amount of the City's and County's tort liability limits set forth in Minnesota Statute Section 466.04 and as amended from time to time.
2. Automobile coverage in the amount of the City's and County's tort liability limits set forth in Minnesota Statute Section 466.04 and as amended from time to time.
3. Worker's compensation in statutory amount.

Prior to the effective date of this agreement, the City will furnish the County with certificates of insurance as proof of insurance. This provision shall be set as a condition subsequent; failure to abide by this provision shall be deemed a substantial breach of contract.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty (30) days' notice thereof to the County.

DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purpose by the activities of the City, because of this agreement, shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, and the Rules implementing the Act now in force or as amended, as well as federal regulations on data privacy.

IN TESTIMONY WHEREOF, the parties have duly executed this agreement by their duly authorized officers:

WASHINGTON COUNTY

CITY OF LAKE ELMO

County Board Chair Date

Date

County Administrator Date

Date

Approved as to form:

Assistant County Attorney Date