



STAFF REPORT

DATE: March 20, 2018

CONSENT

ITEM #: 10

TO: City Council

FROM: Greg Malmquist, Fire Chief

AGENDA ITEM: Approval of Cooperative Agreement with Washington County for BoldPlanning Software

REVIEWED BY: Kristina Handt, City Administrator

BACKGROUND: Through the utilization of FEMA Urban Area Security Initiative (UASI) funding, the Washington County Sheriffs Office, Emergency Management is offering access to Bold Planning software. The software will be available to those cities and townships that are interested in utilizing the cloud-based system for their Emergency Operations Plan (EOP) and/or Continuity of Operations Plan (COOP).

Benefits to us:

- The county has grant funding to pay for the annual maintenance fee AND an initial training session with BoldPlanning.
- Technical assistance from BoldPlanning is included in the fee paid for through the grant.
- Washington County will be entering data for the county Emergency Operations Plan (EOP) into BoldPlanning in 2018 as well. The county, cities, and townships can try to collaborate on areas of service that overlap.
- The cloud-based system makes it significantly easier to keep a plan updated and available to those who need access.

ISSUE BEFORE COUNCIL: Should the Council approve the cooperative agreement between Washington County and various municipalities within the county for the purpose of allowing said municipalities access to and utilization of bold planning software?

PROPOSAL DETAILS/ANALYSIS: This program affords us the opportunity to take a more regional approach to updating and maintaining our required plans. We will now have the ability to share and gather this information internally between City Departments and externally amongst various agencies. Including the ability to review other plans at any time and to avoid "reinventing the wheel".

FISCAL IMPACT: \$0, unless the grant funding stops or the County opts to stop funding. If this occurs, the City would have the option to continue on their own, or discontinue utilization of the software.

OPTIONS:

- 1) Approval Agreement
- 2) Deny approval

RECOMMENDATION: Approve Washington County Cooperative Agreement #11607 for allowing access to and utilization of BoldPlanning Software.

ATTACHMENTS: Copy of cooperative agreement #11607

WASHINGTON COUNTY	
Contract #	11607
Dept	Sheriff
Term	2/27/18 - 12/31/40

**COOPERATIVE AGREEMENT BETWEEN
WASHINGTON COUNTY AND VARIOUS MUNICIPALITIES WITHIN THE COUNTY
FOR THE PURPOSE OF ALLOWING SAID MUNICIPALITIES ACCESS TO AND
UTILIZATION OF BOLDPLANNING SOFTWARE**

This Cooperative Agreement is entered into by and between the County of Washington, State of Minnesota (hereinafter "County") and the undersigned cities and towns in the County (hereinafter "municipality or municipalities") in order for the County to provide access to BoldPlanning software to the municipalities.

WHEREAS, the County has a contract with BoldPlanning to utilize their software for hosting the Washington County Continuity of Operations Plan (COOP) and the Emergency Operations Plan (EOP); and

WHEREAS, the County contract with BoldPlanning lists thirty-one cities and townships in Washington County in order to provide an opportunity for the cities and townships listed to host their Continuity of Operations Plans (COOP) and Emergency Operations Plans (EOP) within the software; and

WHEREAS, the use of the software by the municipalities will enhance the health, safety and welfare of its residents and, therefore, serves a public purpose; and

WHEREAS, the undersigned cities and towns in Washington County wish to avail themselves of said software; and

NOW, THEREFORE, the County and Municipalities (hereinafter "Parties") agree as follows:

I. PURPOSE

- A. The purpose of the Cooperative Agreement is to allow municipalities within Washington County the ability to utilize the BoldPlanning software while Washington County pays for the annual fees associated with that access.

II. TERM OF AGREEMENT

- A. Notwithstanding any provision to the contrary, the County may terminate this Agreement by giving the municipalities 30 day written notice if one or more of the following events occur:
- 1) If the county is terminating the Agreement, notice will be sent to the City Administrator in the case of the Cities and Town Board Supervisor in case of the towns.
 - 2) If a municipality withdraws, the dated withdrawal letter or email shall be sent to the Washington County Emergency Services Manager, or designee.
- B. This Agreement shall commence on March __, 2018 notwithstanding the date of any of the municipalities signature and shall terminate pursuant to section VII.A. and shall terminate pursuant to paragraph VI.A. of this Agreement.

III. COUNTY RESPONSIBILITIES

The County will assume the following responsibilities:

- A. The County shall through its contract with BoldPlanning provide each individual Municipality a subscription to BOLDplanning's EOP and COOP software and services in order that each Municipality may upload and/or enter data relevant to its jurisdiction's COOP and/or EOP.
- B. The County shall provide a designated Emergency Manager for each Municipality with at least "Viewer" access to the Washington County EOP.

- C. The County shall ensure at least one representative from each Municipality has "Admin" level access to the Municipality's specific COOP and/or EOP site.
- D. The County shall ensure that technical assistance is provided through BoldPlanning by identifying this as part of BoldPlanning's contract with the County.

IV. MUNICIPALITIES RESPONSIBILITIES

Each municipality shall be responsible for the following under this agreement:

- A. Each municipality shall provide a current primary contact person's name and contact information for the County. This individual shall be available to answer questions regarding each municipality's plans and use of the BoldPlanning site.
- B. Each municipality shall provide the following County staff positions with, at minimum, "User" level access to their jurisdiction's information within BoldPlanning: Emergency Management Director, Emergency Management Deputy Director, Emergency Management Specialist, a designated acting County EOC Manager, and the County's BoldPlanning Site Administrator and backup Site Administrator.
- C. Each municipality shall certify by January 31st of each year that the plan(s) located within the BoldPlanning software are being kept up-to-date.
- D. Each municipality shall be responsible for entering the applicable information for their Continuity of Operations Plan (COOP) and/or Emergency Operations Plan (EOP) and making any applicable changes to their plans annually, as needed.

- E. Each municipality shall send at least one representative to an introductory training session regarding BoldPlanning's COOP and EOP software.

V. LEGAL REPRESENTATION

The County shall not be responsible to provide the City with legal advice concerning questions of documents within BoldPlanning, and the City will seek such legal advice from its City Attorney.

- A. The County Attorney shall advise and represent the County in its performance of this Agreement.

VI. COST

The County through the Washington County Sheriff's Office - Emergency Management will utilize FEMA Urban Area Security Initiative (UASI) funds to pay BoldPlanning under its contract with BoldPlanning that portion of the County's total annual cost which relates to the municipalities utilization of the BoldPlanning system.

- A. As a condition subsequent to this Agreement, this Agreement may terminate should any one or more of the following events occur:
 - 1. If the UASI funding allocated to Washington County is reduced to \$100,000 or less;
 - 2. If the Washington County Emergency Management Director finds that the number of communities actively utilizing the BoldPlanning software is such that it does not warrant the continuing use of FEMA grant funding to pay the annual BoldPlanning fees. This may be determined by the population served or the number of communities utilizing the BoldPlanning software, or

3. If for any reason, the County contract with BoldPlanning is terminated.
- B. The County will utilize FEMA Urban Area Security Initiative (UASI) funds to pay BoldPlanning to provide related training once in 2018 or 2019. If after this aforementioned training is provided, additional cities or townships choose to participate in this joint powers endeavor, Washington County will not be obligated to pay for additional training through BoldPlanning.

VII. TERMINATION

Upon termination of this Agreement, all property held pursuant to the Agreement shall be distributed to the Party providing the property.

VIII. DATA PRACTICES

All data created, collected, received, maintained or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Data Practices Act, MINN. STAT. CHAPT. 13, or any rules adopted to implement the Act, and any other applicable state or federal law relating to data privacy.

IX. INDEMNIFICATION

The parties; total liability under this cooperative agreement shall be governed by Minnesota Statute 471.59, subd. 1a.

- A. Each party agrees that it will be responsible for the acts or omissions of its officials, agents, and employees, and the results thereof, in carrying out the terms of this agreement, to the extent authorized by law and shall not be responsible for the acts/omissions of the other parties and the results thereof. For the purposes of determining total liability for damages, the participating governmental units are considered to be a single governmental unit, the total

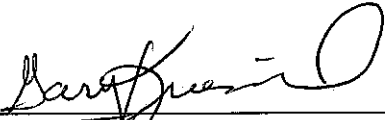
liability of which shall not exceed the limits for a single governmental unit as provided in Minnesota Statute 466.04, subd. 1.

X. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.

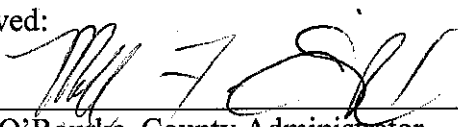
IN WITNESS WHEREOF, the parties have subscribed their names as of the date first written above.

WASHINGTON COUNTY

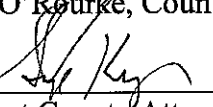
By: 

Gary Kriesel, Chair
Washington County Board of Commissioners

Approved:

By: 

Molly O'Rourke, County Administrator

By: 

Assistant County Attorney

Recommended:

By: _____
Sheriff, Washington County Sheriff's Office