

CONTRACT FOR PUBLIC SAFETY ANSWERING POINT (PSAP) SERVICES
BIG STONE COUNTY

WHEREAS, Big Stone County, MN (Big Stone County) recognizes the need for efficient and consolidated E-9-1-1 service and for specific public safety and answering point (PSAP); and

WHEREAS, Big Stone County desires to obtain said service through E-9-1-1 and PSAP system operated by Kandiyohi County, by and through its Sheriff's Office (the "Kandiyohi County Sheriff's Office") and

WHEREAS, Kandiyohi County and Big Stone County Board of Commissioners agree to enter a contract for the provisions of such service; and

WHEREAS, the County of Kandiyohi agrees with Big Stone County to provide E-9-1-1 and PSAP service to the citizens and persons within Big Stone County, for and on the behalf of Big Stone County, on the following considerations stated HEREIN, IT IS AGREED by and between the County of Kandiyohi and Big Stone County, as follows:

1. TERM OF CONTRACT. This contract shall run for a term commencing on January 1st, 2018 and ending on December 31st, 2019, provided, however, that the commencement and continuation of service to be provided by Kandiyohi County during such terms shall be in conformance with the hereafter provided terms and provisions.
2. FEE FOR SERVICE. In consideration for the services to be provided by the Kandiyohi County Sheriff's Office, Big Stone County Sheriff's Office agrees to pay to the Kandiyohi County Sheriff's Office an increased rate of 3% from the year prior in the amount of one hundred twenty-eight thousand eight hundred and seven dollars (\$128,807) for the year of 2018, in quarterly installments. The 2nd year of the contract (2019), Big Stone County agrees to a 3% cost increase, increasing the 9-1-1 service to one hundred thirty-two thousand six hundred seventy-one dollars (\$132,671) yearly, which will be paid in quarterly installments. This amount is for answering Big Stone County Sheriff's Office E-9-1-1 calls and emergency service radio and computer traffic. When Kandiyohi County receives Big Stone County

Sheriff's Office PSAP administrative phone calls and handles any related dispatch functions, Big Stone County Sheriff's Office shall pay the Kandiyohi County Sheriff's Office the sum of \$7.62 per hour for such service in 2018 (3% increase). The second year of the contract (2019), Big Stone County Sheriff's Office will pay Kandiyohi County Sheriff's Office \$7.85 per hour, a 3% increase. The initial payment for such services shall be made within thirty (30) days of invoice. Thereafter payments shall be made on a quarterly basis and shall be due on the 15th day of the first month of each quarter. Payments shall be delivered to the Kandiyohi County Sheriff's Office, 2201 NE 23rd St, Suite 101, Willmar, MN 56201.

3. Big Stone County Sheriff's Office shall pay the Kandiyohi County Sheriff's Office \$1,000 per mobile unit in Big Stone County. This cost will go towards the maintenance cost of the records management system. This cost will be invoiced once per year.
4. **BIG STONE COUNTY RESPONSIBILITIES.** As a condition of the agreement of the County of Kandiyohi to provide the E-9-1-1 and PSAP services as contemplated by this agreement, Big Stone County shall
 - A. Provide at its sole expense, all requested telephone and radio links and connections to the Kandiyohi County Sheriff's Office. This shall also include all hardware, software, license, and other items needed to connect into Kandiyohi County Records' management system from Big Stone County offices, law enforcement centers, and mobile units that are placed in Big Stone County emergency vehicles. Any work performed by Kandiyohi County IT personnel for Big Stone County in 2018 will be reimbursed at a rate of \$58.53 per hour and for the year 2019 it will be reimbursed at \$60.29 per hour.
 - B. Provide to the County of Kandiyohi a continuously current list of contact pager numbers, telephone numbers (cell phone and hard line) to Kandiyohi County Sheriff's Dispatch Center. The list of contact numbers shall be in writing, with the list certified to as true and correct by Big Stone County Sheriff or his/her designee. Big

Stone County shall notify the County of Kandiyohi of any pending change or modification to the list of emergency service contact numbers in advance of the effective date and time of such change or modification, at least five (5) working days prior to the effective date and time of such change or modification. A notice of change or modification of emergency service contact number shall be in writing, and shall specify the exact effective date and time of the pending change, and shall be certified to the Kandiyohi County Sheriff's Office in the same manner as above noted. The Kandiyohi County Sheriff's Office shall be entitled to rely on the list of emergency service contact numbers as shall be provided to the Kandiyohi County Sheriff's Office by Big Stone County. The County of Kandiyohi shall have no responsibility for the correctness and accuracy of the list of contact numbers provided to Kandiyohi County by Big Stone County. Big Stone County shall recertify the current accuracy and correctness of the list of contact numbers annually. The certified list of contact numbers and any and all changes, updates, shall be provided to the Sheriff of Kandiyohi County at the address and/or fax number provided in paragraph six (6), HERETO, and to such other person within the Kandiyohi County Sheriff's Office as the Sheriff may designate for that purpose. The Kandiyohi County Sheriff's Office shall acknowledge receipt, in writing, by mail or fax, of all such notices of Big Stone County in respect to the Public Safety and Emergency Service agency contact telephone number list. No notice by Big Stone County to the Kandiyohi County Sheriff's Office in respect to the emergency service contact telephone number list shall be deemed received by Kandiyohi County until and unless Big Stone County Sheriff's Office shall have received from the Kandiyohi County Sheriff's Office the acknowledgement of receipt of the same as provided herein.

- C. Pay the charges as herein before provided.

5. SERVICES TO BE PROVIDED BY KANDIYOHI COUNTY. The County of Kandiyohi, through its Sheriff's Office, shall;
- A. Provide telephone, radio, recording, and computer equipment necessary for E-9-1-1 telephone connection completion at the location of the Kandiyohi County Sheriff's Office in the city of Willmar, MN.
 - B. Provide monthly activity reports to Big Stone County Sheriff's Office as shall be deemed appropriate by the Kandiyohi County Sheriff.
 - C. Kandiyohi County, through the Kandiyohi County Sheriff's Office will answer all incoming E-9-1-1 calls coming into the Kandiyohi County Sheriff's Office from Big Stone County, and will;
 - 1. Relay notification of request for emergency services and/or other applicable information received by E-9-1-1 call from within Big Stone County to the appropriate Big Stone County public safety and/or emergency service agency, by means of radio, pager system, or a current seven (7) digit emergency telephone number of the public safety contact agency, as shall be appropriate to the individual circumstance, according to the certified list of contact numbers provided by Big Stone County. The parties agree that in any case, notification to the Big Stone County Sheriff or any Big Stone County Deputy Sheriff shall constitute completed relay of notice and information under this agreement.
 - 2. Acknowledge receipt of such relayed requests for emergency services and/or applicable information from their responding units of the appropriate public safety agency. The Kandiyohi County Sheriff's Office shall not be obligated to provide support services beyond notification and receipt or acknowledgement of notification as provided herein.

6. THE GENERAL PROVISIONS.

- A. The Kandiyohi County Sheriff's Office will not dispatch, and has no dispatch or operational control or authority over, any Big Stone County public safety agency or emergency service units or support services, NCIC, NLETS, status of units, nor for any other purpose, pursuant to the terms of this contract.
- B. Security or fire alarm terminations at Kandiyohi County Sheriff's Office will not be permitted or accepted via 9-1-1 telephone service connection.
- C. Big Stone County agrees that it shall indemnify and hold harmless Kandiyohi County and the Kandiyohi County Sheriff's Office, including its agents, representatives, and employees, from and against all claims, damages, losses, and expenses resulting from any negligent act or omission of Big Stone County. Kandiyohi County agrees that it shall indemnify and hold harmless Big Stone County and the Big Stone County Sheriff's Office, including its agents, representatives, and employees, from and against all claims, damages, losses, and expenses resulting from any negligent act or omission of Kandiyohi County.
- D. It is understood that each parties' employees remains that parties' employee and is not entitled to any benefits from the other.
- E. Nothing contained herein shall prevent or inhibit the Kandiyohi County Sheriff's Office and Big Stone County, and/or any public safety or emergency service agency within Big Stone County, from establishing any standard operating procedure consistent with this agreement, for carrying out the operations to be conducted pursuant to this agreement. The Kandiyohi County Sheriff's Office shall not be responsible under this agreement for providing any emergency service within Big Stone County, no provisions or this agreement shall be interpreted so as to impose any responsibility upon the Kandiyohi County Sheriff's Office or providing any emergency

service within Big Stone County. This provision shall not prevent the Kandiyohi County Sheriff's Office or any of its public safety or emergency service agencies from providing emergency assistance to Big Stone County or any agency or governmental subdivision within Big Stone County, to the same effect as such emergency assistance may be provided outside of this agreement.

- F. Nothing in this agreement shall be construed as a waiver of the individual tort liability limits of either party under the Minnesota Tort Liability Act as set forth in Chapter 466 of the Minnesota Statutes. The total liability for either party for all claims arising from a single occurrence, including a claim for indemnification, shall be limited to the limits prescribed in Minnesota Statutes Section 466.04.

7. OFFICIAL NOTICES.

- A. All official written notices required to be provided by the Kandiyohi County Sheriff's Office to Big Stone County Sheriff's Office shall be given to the following persons at the following addresses, fax site, or email:

Sheriff John Haukos, Big Stone County Sheriff's Office, 20 S.E. Second Street, Ortonville, MN 56278. Telephone (320) 839-3558; Fax (320) 839-2341 and email: johnh@bsco.us.

- B. All official written notices required to be provided by Big Stone County to Kandiyohi County Sheriff's Office shall be given to the following persons at the following addresses, fax site, or email:

Daniel Hartog, Sheriff, Kandiyohi County Sheriff's Office, 2201 NE 23rd St, Suite 101, Willmar, MN 56201, 320-214-6700, ext. 3301, fax number 320-214-6733, and email 3301@co.kandiyohi.mn.us , and Greg Stehn, Chief deputy, Kandiyohi County Sheriff's Office, 2201 NE 23rd St, Suite 101, Willmar, MN 56201, 320-214-6700, ext. 3302, and email address of 3302@co.kandiyohi.mn.us

- C. The person addressed to any such notice is required to be given may be changed by either party, by giving written notice to the other

party of such change, as provided herein.

7. AMMENDMENT TO CONTRACT. This contract may only be amended upon authorization of the representative governing bodies of each of the parties hereto as provided by law.
8. TERMINATION. Either party may terminate this agreement upon six (6) months prior written notice of the intent to terminate. In the event of such termination Big Stone County shall be obligated to pay Kandiyohi County Sheriff's Office all charges, which shall accrue under this contract to the termination date. Should Big Stone County default in the payment of the charges payable to the Kandiyohi County Sheriff's Office as herein provided then the Kandiyohi County Sheriff's Office may discontinue service and terminate this agreement; provided however that service shall not be terminated unless the Kandiyohi County Sheriff's Office shall first give notice of such default to Big Stone County, and Big Stone County shall not have cured such default within 30 days of such notice. Termination of service by the Kandiyohi County Sheriff's Office in the event any such default is not timely cured shall not operate as a waiver or release of Big Stone County from any claims the Kandiyohi County Sheriff's Office may have against Big Stone County for breach of contract, or for any other resultant cause of action.
9. CONTRACT BETWEEN GOVERNMENT ENTITIES. Nothing herein shall be deemed to extend any governmental or proprietary responsibilities of the Kandiyohi County Sheriff's Office through any person who may be affected by the performance or nonperformance by the Kandiyohi County Sheriff's Office under this agreement. This agreement is solely between the respective governing entities of the Kandiyohi County Sheriff's Office and Big Stone County, as is authorized and provided by law. The obligations and duties of the Kandiyohi County Sheriff's Office here under are solely contractual with Big Stone County.
10. IMMUNITIES. The Kandiyohi County Sheriff's Office expressly reserves all immunities and offenses available to it and/or its agents, representatives,

and employees. The Kandiyohi County Sheriff's Office does not waive any defense or immunities otherwise available by entering into this agreement.

This agreement is approved and authorized under the respective governing bodies.

SIGNATURES

In witness whereof, the parties have executed this Agreement.

COUNTY OF KANDIYOHI

COUNTY OF BIG STONE

Roger Imdieke
Chair, Kandiyohi County Board
Date: _____

Jay Backer
Chair, Big Stone County Board
Date: _____

Daniel Hartog
Kandiyohi County Sheriff
Date: _____

John Haukos
Big Stone County Sheriff
Date: _____

ATTEST:

Mark Thompson
Kandiyohi County Auditor
Date: _____

Michelle Knutson
Big Stone County Auditor
Date: _____

APPROVED AS TO FORM AND EXECUTION:

Shane Baker
Kandiyohi County Attorney
Date: _____

Joseph Glasrud
Big Stone County Attorney
Date: _____