

Contract No.: \_\_\_\_\_

**AGREEMENT BETWEEN HENNEPIN COUNTY  
EMERGENCY SERVICES AND THE  
MINNEAPOLIS EMERGENCY COMMUNICATIONS CENTER**

THIS AGREEMENT made between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, hereinafter referred to as the "County" and the CITY OF MINNEAPOLIS, a municipality organized and existing under the laws of the State of Minnesota, hereinafter referred to as the "City".

WHEREAS, the City operates a Computer-Aided Dispatch (CAD) emergency dispatching center for police and fire and has capabilities for Emergency Medical Services (EMS) dispatch;

WHEREAS, the County operates an Emergency Medical Services Communications Center (EMS Dispatch) for dispatch of unscheduled requests for an ambulance for Hennepin County Medical Center (HCMC) ambulances and has capabilities to dispatch all unscheduled requests for ambulance service in Hennepin County;

WHEREAS, the County has determined that joining into the Center by remote extension would be advantageous to the EMS Dispatch; and

WHEREAS, the City and the County have determined that such an extension would facilitate the interaction of police, fire and EMS Dispatch.

NOW, THEREFORE, in consideration of the above premises, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the County and the City covenant and agree as follows:

1. SERVICES TO BE PROVIDED

A. Personnel Services

1. Call Taker Services. The City agrees to provide call taker services for all unscheduled requests for an ambulance within the City of Minneapolis and shall transfer calls within the County's ambulance primary service area to HCMC's EMS Dispatch. The City shall not transfer calls to HCMC's EMS Dispatch that are not within the County's ambulance primary service area except in exigent circumstances. These services shall be executed with similar procedures, priority and expedience as calls for service for the Minneapolis Fire and Police Departments. In the event that an occasional misdirected call for ambulance service outside the City of

Minneapolis is answered at CAD, the call will be routed to EMS Dispatch, which will reroute the call to the appropriate EMS agency.

2. Telecommunication Services. The City shall not have a role in EMS dispatch decisions unless the specific action is critical to the integrity of the communications system or requested by EMS dispatch. In those events, a CAD employee may be authorized to make limited EMS dispatch decisions. Therefore, the City must have a person trained in EMS dispatch on duty at all times and available to continue to dispatch EMS until the situation is rectified. The County will provide the necessary EMS dispatch training of appropriate City personnel.
3. Services of CAD Computer Personnel. The City will coordinate and provide software and hardware modifications, repair and maintenance of CAD to include remote CRT's, keyboards, modems, and interface cables. The costs for any repairs or modifications made exclusively for the benefit of EMS dispatch will be charged back to the County and are not included in the annual base costs. System-wide modification and maintenance charges will be included in annual base costs.

#### B. Computer Services

1. Service of CAD Computer. The hardware and software capabilities of the CAD system will be extended to the EMS Dispatch console located at HCMC via data lines ordered and paid for by the County. These capabilities will include, but will not be limited to, activities as described in the Computer Aided Dispatch System Operations Reference Manual, 1985, related to:
  - a) EMS event entry;
  - b) EMS event dispatch;
  - c) Other EMS dispatch methods;
  - d) Ambulance status maintenance;
  - e) EMS dispatch plans;
  - Other transactions used by EMS operators; and
  - g) Future developments of hardware and software except those additions or changes that are agency-specific for other user agencies.

2. Data to be provided. The City will provide all currently generated emergency medical services data.
  - a) The City will coordinate the appropriate modifications to the CAD computer system to allow for the capture of data necessary to support the County's EMS statistical reporting system.
  - b) The County will, at its discretion, have the right to all EMS data generated by future system enhancements and modifications whether paid for by the County or not.
  - c) Data Delivery. The format, medium, and frequency of the data will be at the discretion of the County as long as the request is compatible with current hardware programs and processing schedules of the City.
3. Data-Entry and Retrieval Specifications. The connections from EMS Dispatch to the CAD Center will provide the same level of speed and accuracy of data transfer as any similar terminal used for dispatch purposes. Specifications for data transfer rate may be downgraded by the County at the County's request.

#### C. Use of CAD Hardware

1. The County will supply the following (but not limited to the following) hardware for installation into the console at EMS Dispatch: CRT monitors with controls, keyboards, necessary modems, printer(s) and all necessary interconnecting cables. All costs incurred for hardware or software changes to allow for the connection of the EMS Dispatch CAD equipment, which will utilize up to twelve (12) port spaces, will be included in the annual base costs.
2. The City will provide emergency access to replacement keyboards, CRTs and other associated parts to replace EMS dispatch-related components in the system that fail unexpectedly, to assist with the continuous operation of the CMED site.
3. The City will provide to the County the use of the backup and training consoles located at the CAD Center with appropriate notice as available and in emergency situations.

#### D. Training

1. The City and County will coordinate to provide training to EMS dispatch and all CAD personnel as required to understand system-wide functions and capabilities and to perform related tasks.

## II. ACCESS TO DOCUMENTATION

The City and the County agree to provide access to the CAD software and hardware documentation, as well as related policies and procedures.

## III. COSTS

The County shall pay the City Fifty Thousand Dollars (\$50,000) per year, the annual cost, in consideration of the services provided in this Agreement, which shall include personnel services, computer services, pro-rata system replacement value, use of CAD, and hardware and training as described herein. The County shall pay the City for repairs required on County-owned CAD terminal equipment at actual cost.

## IV. PAYMENT

Payment of the annual fee for these services shall be made annually on or about June 30 upon submission of a claim. Payment for repairs shall be made upon submission of claims. Payment for these services rendered under this Agreement shall be made in a manner provided by law for payment of claims against the County. In the event of a termination of the contract, fees shall be adjusted on a pro-rata basis for services actually rendered.

## V. POLICY FORMATION

### A. User Board

1. The User Board, pursuant to City Council action on October 12, 1979, will serve as the policy making and managing authority of the Emergency Communications Center. The scope of authority of the User Board will not include policies or operation of the Fire, Police, EMS agencies, or other user agencies. The User Board will have authority to recommend a CAD budget and major procurements to the City Council and hire and supervise the Director of Emergency Communications.
2. Membership of the User Board shall include the Hennepin County Administrator or his/her designee, Minneapolis City Coordinator, Minneapolis Chief of Police, and Minneapolis Fire Chief. All of the above members have equal voting rights. If the City Council passes an action which alters the User Board membership, and excludes the Hennepin County Administrator or his/her designee, the County shall have the right to cancel this Agreement immediately by providing written notice to the User Board chairperson,

V. TERM OF AGREEMENT

This Agreement shall be for a term commencing January 1, 2006 and terminating December 31, 2006, unless the County or City shall cancel or terminate this Agreement pursuant to Article VII contained herein,

VII. CANCELLATION

This Agreement may be terminated, with or without cause, upon ninety (90) day's advance written notice of either party.

VIII. INDEPENDENT CONTRACTOR

The City shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the City as the agent, representative, or employee of the COUNTY for any purpose or in any manner whatsoever. The City is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The City represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the City or other persons while engaged in the performance of any work or services required by the City under this Agreement shall have no contractual relationship with the COUNTY, and shall not be considered employees of the COUNTY. Any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against the City, its officers, agents, contractors, or employees shall in no way be the responsibility of the County. The City shall defend, indemnify, and hold the COUNTY, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the COUNTY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Insurance, disability, severance pay, and PERA.

IX. INDEMNITY

The City agrees to defend, indemnify and hold the County, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the City, its agents, employees or contractors in the performance of the services provided by this Agreement.

The City warrants that it is self-insured and has sufficient coverage to meet the requirements of Minnesota Statutes Sections 466.02 and 466-04, and

to comply with the foregoing indemnification provisions.

The County agrees to defend, indemnify and hold the City, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the County, its agents, employees or contractors in the performance of the services provided by this Agreement.

The County warrants that it is self-insured and has sufficient coverage to meet the requirements of Minnesota Statutes Sections 466.02 and 466.04, and to comply with the foregoing indemnification provisions.

X. ASSIGNMENT OF SERVICES

The services to be performed by the City shall not be assigned, sublet, or transferred without the prior written approval of the County, except as provided for in the MECC 911 back-up plan and/or MECC disaster plan.

XI. RECORDS - AVAILABILITY

The City agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the City and involve transactions relating to this Agreement.

XII. DATA PRIVACY

City and County agree to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and/or data including but not limited to information made non-public by such laws or regulations. Each party agrees to hold the other harmless from any claims resulting from the unlawful disclosure or use of private, confidential or non-public information.

XIII. NON-DISCRIMINATION - AFFIRMATIVE ACTION

In accordance with Hennepin County's policies against discrimination, no person shall be excluded from full employment rights or participation in or the benefits of any program, service, or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable Federal or State laws, rules, or regulations against discrimination shall be otherwise subjected to discrimination.

**There are no further substantive provisions to this Agreement. The signatures of the parties' authorized representatives appear below.**

The City of Minneapolis, having signed this Agreement, and Hennepin County, having duly approved this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, and pursuant to such approval and the proper County officials having signed this Agreement, the parties hereto agree to be bound by the provisions set forth herein.

Approved as to form  
And execution

By: \_\_\_\_\_  
Medical Center Systems Director

\_\_\_\_\_  
Assistant County Attorney

Date: \_\_\_\_\_

CITY OF MINNEAPOLIS

By: \_\_\_\_\_

Its: \_\_\_\_\_

And: \_\_\_\_\_

Its: Assistant City Clerk

And: \_\_\_\_\_

Its: Assistant Finance Officer

Approved as to form:

Type of City (Check One)

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_ Statutory Standard Form

\_\_\_\_\_ Statutory Option Plan A

\_\_\_\_\_ Statutory Option Plan B

\_\_\_\_\_ Charter

Date: \_\_\_\_\_

COUNTY OF HENNEPIN  
STATE OF MINNESOTA