

PUBLIC SAFETY COMMITTEE

11-0487R

RESOLUTION AUTHORIZING AGREEMENT WITH ST. LOUIS COUNTY
ACCEPTING GRANT FOR PURCHASE OF EQUIPMENT AS PART OF
ARMER RADIO SYSTEM IN THE AMOUNT OF \$334,800.

CITY PROPOSAL:

RESOLVED, that the proper city officials are authorized to enter into a grant agreement with St. Louis County as fiscal agent for the northeast regional radio board, a copy of which agreement is on file in the office of the city clerk as Public Document No. _____, for 50% of the cost of purchasing radio tower, other equipment and software compatible with the ARMER system in the amount of \$334,800, said funds to be deposited in Fund 210-030-3179-4220-02 (Special Projects, Finance, ARMER Infrastructure Grant).

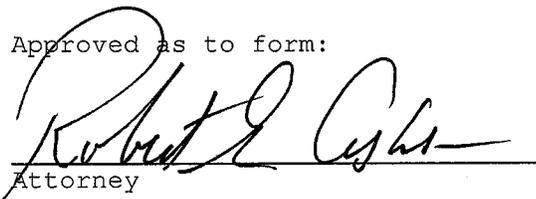
Approved:


Department Director

Approved for presentation to council:


Chief Administrative Officer

Approved as to form:


Attorney

Approved:


Auditor

STATEMENT OF PURPOSE: This resolution authorizes an agreement to accept up to \$334,800 in funds from St. Louis County through its Sheriff's Department, acting as fiscal agent for the Northeast Regional Radio Board to fund up to 50% of the cost of acquiring and installing ARMER system equipment as for the City's emergency communications system.

The ARMER system is part of the State of Minnesota's state-wide public safety radio and communications system which is designed to enhance and improve interoperative public safety communications among public safety agencies statewide. The State is providing funding through regional radio boards to encourage the acquisition and installation of compatible communications systems throughout the state. Under this program the state has granted up to \$334,800 to the Northeast Minnesota Regional Radio Board for use by the City.

The Northeast Minnesota Regional Radio Board consists of Carlton County, Pine County, Kanabec County, Itasca County, Lake County, Koochiching County, Crow Wing County, Cook County, Cass County and Aitkin County and the cities of Duluth, Virginia and International Falls as well as local tribal authorities, all operating under a joint powers agreement.

The City will use its share of the funds to establish a new radio tower facility on the Woodland water tower and fund the related equipment. The required 50% match has been budgeted for this year.

**AGREEMENT BETWEEN
CITY OF DULUTH AND ST. LOUIS COUNTY**

11-0487 R
REPLACEMENT
AGREEMENT

PARTIES

The parties to this Agreement, hereinafter referred to as, the "Agreement", are City of Duluth, and St. Louis County.

RECITALS

1. The St. Louis County Sheriff's Office, acting as Fiscal Agent for the Northeast Regional Radio Board (NE RRB) has been awarded an ARMER Integration Grant (contract 96000000346) to provide for up to 50% of the cost for local enhancements to the ARMER system.
2. This grant allows up to \$334,800 for ARMER Infrastructure to be reimbursed back to City of Duluth, as identified in the City of Duluth Participation Plan dated October 25, 2010 and incorporated by reference herein and approved by the State Radio Board;
3. Where purchases are made by the City of Duluth in accordance with the Participation Plan, the City will be reimbursed for half the cost up to \$334,800.
4. The Parties agree that the following grant conditions must be met for reimbursement to occur:
 - 4.1. All invoices for equipment and services must be dated no earlier than June 1st, 2011 and no later than June 30th 2012.
 - 4.2. A request for reimbursement on City letterhead, along with copies of vendor invoices, documentation of proof of payment and required match (a receipt, cancelled check, or documentation generated from your accounting system showing payment to the specific vendor), and equipment list of items purchased along with identifying information (item description, make, model, serial number, etc.) must be submitted no later than June 30th, 2012 to:

Scott Camps
St. Louis County Sheriff's Office
5735 Old Miller Trunk Hwy
Duluth, MN 55811
campss@stlouiscountymn.gov

3. GENERAL PROVISIONS

- 3.1. City of Duluth agrees that St. Louis County and the St. Louis County Sheriff's Office are not responsible for the purchase, installation, maintenance or replacement of any equipment purchased under this grant, or for the training on its proper use.
- 3.2. As part of the requirements of this grant, information regarding equipment purchased may be made available to the State of Minnesota Department of Public Safety Division of Emergency Communications Networks and Division of Homeland Security and Emergency Management. City of Duluth agrees to make this equipment available for inspection by St. Louis County and/or State of Minnesota to ensure compliance with grant requirements.
- 3.3. No employee of a Party acting under this Agreement may be considered, for liability purposes, as an employee or agent of the other Party.
- 3.4. This Agreement shall take full force and effect when all Parties sign it.
- 3.5. This Agreement shall terminate upon termination of the Grant Agreement or completion of all duties under that Agreement, whichever occurs first.
- 3.6. This Agreement shall be governed by the Laws of the State of Minnesota, without regard to its choice-of-law provisions.
- 3.7. This Agreement contains all negotiations and agreements between the Parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either Party.
- 3.8. Nothing in this Agreement or the grant contract authorizing it shall be construed to create any type of joint powers agreement, agency relationship, or joint venture between St. Louis County and City of Duluth. St. Louis County and City of Duluth remain solely responsible for the acts of their employees and guests.

City of Duluth's authorized representative is John Strongitharm, Fire Chief, Duluth Fire Department, 602 West 2nd Street, Duluth, Minnesota 55802 (218) 723-4390. St. Louis County's authorized representative is Sheriff Ross Litman, 100 N. 5th Ave. West, Room 103, Duluth, MN 55802, (218) 726-2341.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on this ____ day of _____, 2011.

CITY OF DULUTH

ST. LOUIS COUNTY

By: _____
Mayor

By: _____
Ross Litman
Sheriff

Attest:

By: _____
City Clerk

By: _____
Steve O'Neil
Chairman of the Board

Approved:

Assistant City Attorney

By: _____
Auditor
Donald Dicklich

Countersigned:

City Auditor

APPROVED AS TO FORM AND EXECUTION:

By: _____
Assistant County Attorney
Contract No. 2011-