

**AGREEMENT FOR PUBLIC SAFETY DATA SYSTEM ASSISTANT SYSTEM  
MANAGER SERVICES BETWEEN THE ANOKA COUNTY JOINT LAW  
ENFORCEMENT COUNCIL AND THE CITY OF COON RAPIDS**

This Agreement (“Agreement”) is made and effective as of the 27<sup>th</sup> day of January, 2016, by and between the Anoka County Joint Law Enforcement Council, a Minnesota joint powers entity (hereafter referred to as “JLEC”), and the City of Coon Rapids, a Minnesota municipal corporation (hereafter referred to as “City”). Subject to the terms and conditions hereafter stated and based on the representations, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

**SECTION 1**  
**RECITALS**

**RECITAL NO. 1.** The JLEC and City wish to address the need for a Public Safety Data System (PSDS) Assistant System Manager (“Assistant Manager”) to work under the indirect supervision of the PSDS System Manager to complete assigned project tasks and activities, as more fully described on the attached Exhibit A.

**RECITAL NO. 2.** The City is a member of the JLEC and is in a position to provide an individual to serve in this capacity.

**RECITAL NO. 3.** The JLEC desires to have the City provide a City employee to serve as a Assistant Manager for the JLEC, and is willing to contract with the City to receive the services of the Assistant Manager for 32 hours per week, and the City wishes to provide a City employee to serve as the (PSDS) Assistant System Manager, otherwise known as the Assistant Manager.

**RECITAL NO. 4.** Pursuant to Minn. Stat. Section 471.59, the City and the JLEC hereby enter into this Agreement for the provision of a City employee to provide Assistant Manager services to the JLEC.

**SECTION 2**  
**AGREEMENT**

**2.1 ASSISTANT MANAGER EMPLOYED BY CITY.** City shall employ and assign one individual to serve as Assistant Manager for the JLEC. The System Manager shall be assigned to work with the JLEC and shall have the duties described in Section 2.5 of this Agreement.

The parties agree and acknowledge that the Assistant Manager shall be an employee of the City and shall remain under the direct supervision and control of the City. The City’s Police Chief shall be designated as the Assistant Manager’s supervisor and shall be responsible for all supervisory duties with respect to the Assistant Manager. The Assistant Manager shall not be considered an employee of the JLEC for any purpose, including but not limited to salary, wages,

other compensation or benefits, worker's compensation, unemployment, PERA, Social Security, withholding, liability insurance, personnel records, termination of employment, individual contracts, or other contractual rights. Consistent with and subject to the Minnesota Government Data Practices Act, including but not limited to Minn. Stat. Section 13.43, the City shall provide the JLEC Governance Committee with notice of any suspension or other discipline of the Assistant Manager as soon as is practicable. After consultation with the JLEC Governance Committee, the City shall have the exclusive right to dismiss or reassign the employee assigned to serve as the Assistant Manager, and to provide a replacement City employee to serve as the Assistant Manager.

**2.2 INDEMNIFICATION.** Each party shall be solely responsible and liable for the act(s) and omission(s) of its own corporation, officers, employees, officials, agents and representatives. Subject to the maximum liability limit provided by Minnesota Statute, Chapter 466, and to the extent allowed by law, each party shall indemnify, defend, and hold harmless the other from any and all damages, liability, judgments, claims, expenses, fees, costs, actions, demands and payments of whatsoever kind and nature arising from and/or pertaining to the act(s) and/or omission(s) of its own corporation, officers, employees, officials, agents and representatives related to the or arising out of the activities contemplated by this Agreement. This indemnity and waiver shall apply solely with respect to services provided pursuant to this Agreement. This indemnity and waiver shall not apply to the willful, wanton or intentional misconduct of the parties, their officers, employees, officials, agents and representatives. For liability purposes, the System Manager shall not be considered to be an officer, employee, official, agent or representative of the JLEC.

To the full extent permitted by law, this Agreement is intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a). Nothing herein shall be construed to waive or limit any immunity from or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise. Under no circumstances shall either party be required to pay on behalf of itself and the other party, any amounts in excess of the limits of liability established in Minnesota Statutes Chapter 466 applicable to any third party claim. The statutory limits of liability for one or both of the parties may not be added together or stacked to increase the maximum amount of liability for any third party claim.

Nothing contained herein shall be deemed a waiver by the City or the JLEC of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by a third party shall be subject to any governmental immunity defenses of the City and the JLEC and the maximum liability limits provided by Minnesota Statute, Chapter 466.

**2.3 SELECTION AND ASSIGNMENT OF ASSISTANT MANAGER.** The selection of the Assistant Manger shall be the decision of the City in consultation with the JLEC's Public Safety Data System Governance Committee. Should the Assistant Manager retire, resign, be reassigned, be discharged or otherwise be unable to perform his or her assignment, the City will select a replacement after discussion with the JLEC's Public Safety Data System Governance

Committee. The continued assignment of such Assistant Manager shall be at the discretion of the City, in consultation with the JLEC's Public Safety Data System Governance Committee.

**2.4 ADMINISTRATIVE RESPONSIBILITIES.** The scope and manner of how Assistant Management services are provided to the JLEC shall be at the sole direction of City. Standards of performance, personnel policies, discipline of the Assistant Manager, and other internal matters shall be under the authority of City. The JLEC may provide City with an evaluation of the services received or rendered by the Assistant Manager. The JLEC shall immediately notify the City in writing of any purported deficient performance or inappropriate conduct by the Assistant Manager.

**2.5 DUTIES OF ASSISTANT MANAGER.** The City shall provide a City employee who will serve as the Assistant Manager and provide the services outlined in the attached Exhibit A to the JLEC. The City employee shall work 32 hours per week (80% of a full-time employee) on behalf of the JLEC, with vacation, holidays, and other leave pursuant to the City's Personnel Policy and any applicable union contract. The services to be provided by the Assistant Manager may be amended by written agreement of the parties at any time.

**2.6 ABSENCES.** From time to time, the Assistant Manager may be absent due to vacation, illness, personal leave days, holidays, and other authorized leaves under the City's Personnel Policy or any applicable union contract. The City is not obligated to provide a replacement during such absences unless the Assistant Manager is on a leave of absence under the Minnesota Family Medical Leave Act, in which case the City will consult with the JLEC or its designee regarding the provision of a substitute employee to serve as the Assistant Manager. The amount owed by the JLEC under paragraph 2.10 is not reduced because of the absences.

**2.7 SERVICE LOCATION.** The Assistant Manager shall be assigned to a physical work location as determined by the City after consultation with the JLEC's Public Safety Data System Governance Committee. This physical work location shall be the Assistant Manager's work situs and any mileage expenses shall be calculated from that work situs.

**2.8 EQUIPMENT AND SUPPLIES.** The City shall provide any required training and necessary equipment and supplies for the Assistant Manager to perform their duties. Training specific to the PSDS shall be provided for by the JLEC.

**2.9 COST.** It is the intent of both parties that the JLEC shall incur 80% of the cost of the Assistant Manager with respect to the employment of the City employee who will serve as the Assistant Manager. To that end, for and in consideration of the City providing the Assistant Manager services in accordance with the terms of this Agreement, the JLEC shall pay City the following amounts set forth in Sections 2.9.1 and 2.9.2.

**2.9.1 Basic Costs:** The JLEC shall pay the City the Basic Costs set forth in Sections 2.9.1(a) through (c) and this obligation shall survive the termination of this Agreement:

- a. Upon the City's hiring of the Assistant Manager the JLEC shall pay the City a sum in equal monthly installments with each installment due on the first of each month, beginning the month subsequent to the City's hiring of the Assistant Manager and continuing until December 31, 2016 (the "First Year"), which shall serve as reimbursement of the City for 80% of costs related to the Assistant Manager's employment by the City, including the cost of salary, insurance, vacation/sick/PTO leave allowance, and other benefits commonly paid to other employees of the City. Each year thereafter (each a "Successive Year"), the JLEC shall pay the City, in twelve (12) equal monthly installments with each installment due on the first of each month the annual costs of the Assistant Manager's salary, insurance, vacation/sick/PTO leave allowance, and other benefits commonly paid to other employees of the City, which may change annually due to fluctuations in salary and benefit expense. Prior to its effective date, the City and the JLEC shall approve the Basic Costs in any Successive Year.
- b. The amount of all sums paid by the City to or on behalf of the Assistant Manager for vehicle or mileage expenses, cellular phone, data fees, and computer equipment costs, professional association dues, attending training and conferences approved by the PSDS Governance Committee, and any other ancillary costs incurred by the City as a result of the Assistant Manager's employment with the City. Such sums shall be paid within thirty (30) days of receipt by the JLEC of an invoice from the City.
- c. The amount paid to the City by the JLEC for costs and expenses set forth in this Section 2.9.1(a) through (d) for the First Year shall not exceed \$60,000.

**Section 2.9.2. Ancillary Costs.** In addition to the Basic Costs set forth in Section 2.9.1(a) through (c), the JLEC shall reimburse the City for the Ancillary Costs set forth in Section 2.9.2(a) and the obligation for reimbursement of Ancillary Costs shall survive the termination of this Agreement:

The amount of any other expenses incurred by the City with respect to the employment by the City of the Assistant Manager, including but not limited to, any additional salary or benefits related expenses above and beyond the sum of \$60,000 paid by the JLEC according to the terms of paragraph (a), as well as any costs above and beyond the \$60,000 incurred by the City related to workers compensation claims, medical leave, unemployment benefits, termination-related costs and expenses, including but not limited to litigation, mediation, veterans' preference hearings, and attorneys' fees. Wherever practicable, the City shall consult with the JLEC before such additional costs are incurred. Such sums shall be paid within thirty (30) days of receipt by the JLEC of an invoice from the City. The obligation of the JLEC to pay the City for any such costs shall survive the termination of this Agreement. Ancillary Costs excludes those employment-related expenses described in this Section 2.9.2 that, after a final determination, judgment or order issued by a court, administrative law judge or other tribunal of competent

jurisdiction, result from an employment action made in violation of state or federal law by the City acting on its own and without consultation with the JLEC.

**2.10 PRIVACY OF JLEC DATA.** Consistent with the requirements of the Minnesota Government Data Practices Act (Data Practices Act), the City certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated by the Assistant Manager must comply with the Data Practices Act.

**SECTION 3**  
**TERM OF AGREEMENT**

**3.1 TERM OF AGREEMENT.** Unless terminated by either party in accordance with paragraph 3.2, the term of this Agreement shall be from January 27, 2016, to December 31, 2019.

**3.2 TERMINATION.** Either party may terminate this Agreement upon sixty (60) days advanced written notice of such termination. Notwithstanding the termination of this Agreement, the JLEC shall remain responsible for reimbursing the City for any of the post-termination related expenses associated with the Assistant Manager position set forth in Section 2 as long as the City shall continue to incur such expenses.

**3.3 RENEWAL.** This agreement may be renewed by written agreement of both parties.

**SECTION 4**  
**MISCELLANEOUS**

**4.1 NOTICE.** Any notice, demand, or communication to the JLEC shall be addressed to the JLEC Chairperson at:

Anoka County JLEC  
Attn: JLEC Chairperson  
County Attorney's Office  
2100 3<sup>rd</sup> Avenue  
Anoka, MN 55303

Any notice, demand, or communication to the City shall be addressed to the City Manager at:

City of Coon Rapids  
Attn: City Manager  
11155 Robinson Dr. NW  
Coon Rapids, MN 55433

**4.2 SCOPE.** It is agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

**4.3 BINDING AGREEMENT.** The parties mutually recognize and agree that all terms and conditions of this Agreement shall be binding upon the parties and the successors and assigns of the parties.

**4.4 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

**4.5 COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

**4.6 NO THIRD PARTY BENEFIT.** This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of the terms and conditions thereof, which as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

**4.7 AMENDMENT.** Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

**4.8 WAIVER.** The waver of any party or parties of any breath of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

**IN WITNESS WHEREOF,** the JLEC and City have executed this Agreement effective as of the day and year first stated above. This Agreement shall not become effective unless and until it is approved by the City Council and the Board of Directors of the JLEC and is signed by the representatives listed below.

**[The remainder of this page is intentionally left blank.]**

**CITY OF COON RAPIDS**

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Jerry Koch, Mayor

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Matt Stemwedel, City Manager

**ANOKA COUNTY JOINT LAW ENFORCEMENT COUNCIL**

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Tony Palumbo, JLEC Chairperson

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Chris Olson, PSDS Governance Committee Chairperson

Attest:

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**EXHIBIT A**

**Position Summary**

 <p align="center"><b>CITY OF COON RAPIDS</b></p> <p align="center"><b>POSITION DESCRIPTION</b></p>		
<p><b>ASSISTANT SYSTEM MANAGER</b></p>		
Department/Division:  <b>Police</b>	Supervisor:  <b>Deputy Police Chief</b>	Classification:  <b>Non-Exempt</b>
Prepared by: <b>Human Resources</b>		Date: <b>December 2015</b>
Approved by: <b>City Manager</b>		Date: <b>December 2015</b>

**SUMMARY OF POSITION:**

The Assistant System Manager will assist in the management and overall operation of an integrated Public Safety Data System (PSDS) providing critical and necessary 911, police and fire services to residents of and persons in Anoka County on a 24-hour basis, 365 days per year. The Assistant System Manager will be under the general supervision of the Deputy Police Chief in consultation with the PSDS Manager and the Anoka County Joint Law Enforcement Council (“JLEC”) Public Safety Data System Governance Committee.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Essential duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them if the work is similar, related or a logical assignment to the position.

- Work with the record management staff from multiple Law Enforcement Agencies providing support in:
  - Establishing best practices in the use of the Records Management and Field Base Reporting portions of the system.
  - Setting standards, policies, and procedures in the use of the Records Management and Field Base Reporting portions of the system.
- Assist the PSDS Manager in the following items:

- Maintain the PSDS System in operational status at all times to provide critical public safety services 24/7/365.
- Be part of an on-call rotation to address infrequent but critical issues with the PSDS which may occur on nights, weekends or holidays.
- Oversee system upgrades and maintain system performance whenever necessary.
- Proactively seek ways to improve or enhance PSDS operations.
- Maintain PSDS compliance with all applicable laws and regulations.
- Report on PSDS status, identify future issues, and propose system changes or upgrades to maintain, improve, or expand service or reliability to the PSDS Governance Committee and/or the JLEC.
- Issue Tracking – Develop mechanisms to track PSDS issues, assign action items, track resolution of items, and escalate issues to appropriate level of attention. Document and communicate key decisions.
- Customer Service – Partner effectively with assigned liaisons at each member agency to understand how customers use the systems and determine their priorities.
- Form and maintain effective partnerships with IT staff with each of the member entities to coordinate PSDS integration with their systems.
- Communications – Maintain efficient communications to provide status updates to PSDS stakeholders, facilitate efficient meetings, and share information as needed.
- Change Management – Develop structured processes for decision making with the appropriate level of detail.
- Vendor Management – Manage vendor relationships, coordinate various vendor teams to ensure efficient achievement of goals, and understand service levels and support structure to effectively get needed support. Serve as the PSDS point of contact for vendors, including TriTech and its business partners, FDM (fire records), PCI (jail records), and any additional or future vendors
- Training – Coordinate PSDS training activities for PSDS users, including scheduling training, arranging for trainers, obtaining facilities and equipment, and may include functioning as a trainer.
- Manage these job functions to allow the PSDS Manager to take on a more active role with FDM.
- Attendance during regularly scheduled work hours and outside regular hours as necessary.
- Maintains positive professional working relationships with all staff levels, other jurisdictions and outside agencies and the general public.
- Performs essential position duties and responsibilities under the working conditions and physical demands described herein.
- Effective and respectful communication and interactions with other employees, supervisors, individuals from other organizations and citizen customers.
- Performs other related functions as apparent or delegated.

**REQUIRED KNOWLEDGE AND ABILITIES:**

To perform this position successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities

required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Knowledge of functions and relationships within the Anoka County criminal justice system and Anoka County public safety agencies.
- Knowledge of the ways in which computer technology has been applied in the maintenance of police information systems and records.
- Knowledge of the Minnesota Government Data Practices Act and applicable laws, codes and regulations governing the retention and dissemination of police reports and records.
- Knowledge of basic mathematical principles and correct English usage, including grammar, spelling, and punctuation.
- Knowledge of business computer user applications such as word processing, spreadsheet and presentation software in a Windows environment.
- Proficient knowledge with various common software applications, including: Microsoft Office, SharePoint, and PowerPoint.
- Familiarity with CJDN/HIPPA/CJIS/MGDPA confidentiality and security requirements as applicable to a public safety records system.
- Skills in using computer technology and applications in the performance of daily activities.
- Skills in project management, organizing and setting priorities for a variety of projects, and tasks in an effective and efficient manner to ensure meeting of deadlines.
- Skills in preparing clear and concise program documentation, user procedures, reports of work performed, and other written materials.
- Skills in communicating effectively and clearly, both orally and in writing.
- Ability to successfully pass comprehensive Minnesota Bureau of Criminal Apprehension background (includes being fingerprinted).
- Strong customer service, organization, communication, problem solving, conflict management, consulting and interpersonal skills.
- Ability to provide positive leadership and work direction of assigned employees, if required.
- Ability to prepare succinct, coherent and technically accurate reports and analysis.
- Ability to deal effectively and tactfully with other professionals, other agencies and the general public.
- Ability to exercise sound independent judgment within established guidelines.
- Able to communicate effectively and maintain effective working relationships.
- Ability to follow a structured methodology for system administration.
- Ability to handle complex issues and experience with appropriate escalation of issues.
- Ability to meet deadlines.
- Ability to maintain effective working relationships with all levels of the organization.
- Ability to perform specialized tasks involving initiative and independent judgment.
- Ability to perform duties with tact, diplomacy, and discretion.
- Ability to be detail oriented and follow through with tasks.
- Ability to maintain a team and service oriented approach to work.
- Must have the ability to accept criticism or discipline.
- Must strive to promote a cooperative atmosphere and exhibit a positive attitude.

**MINIMUM QUALIFICATIONS:**

A combination of training and experience substantially equivalent to the following:

Associate's degree in criminal justice, IT or related field. Proven experience in applying technology solutions to business processes. Working knowledge of the Anoka County Public Safety Data System.

**PREFERRED QUALIFICATIONS:**

Experience working with police, fire and 911 agencies and/or systems. Experience in large or regional public safety systems or projects.

**PHYSICAL DEMANDS:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential duties of the job. Reasonable accommodations may be made to enable individuals to perform the essential functions.

This work requires the occasional exertion of up to 50 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel and repetitive motions and frequently requires standing, walking, occasionally requires climbing or balancing, stooping kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines and observing general surroundings and activities; work occasionally requires exposure to fumes or airborne particles and exposure to toxic or caustic chemicals; work is generally in a moderately noisy location (e.g. business office, light traffic).

**EQUIPMENT/JOB LOCATION:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Duties performed will include the use of office supplies and equipment. Exposure to computer monitors in the office is typical. This position works closely with others. The noise level in the work environment is usually moderately quiet.

**CONDITIONS OF EMPLOYMENT:**

- Must comply with organizational and departmental policies.
- Must possess valid Class D Driver's License
- Must provide reliable motorized vehicle transportation for PSDS-related travel (mileage reimbursement provided)
- Must provide motor vehicle insurance as required by Minnesota Law.

The position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The City of Coon Rapids is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.