INFORMATION TECHNOLOGY SERVICES AGREEMENT

This Information Technology Services Agreement ("Agreement") is made this 1st day of February, 2024 between the **CITY OF DICKINSON** ("Dickinson") and **STARK COUNTY** ("Stark"), collectively the "Parties" and individually a "Party".

WHEREAS, Dickinson operates emergency dispatch services through the Stark-Dickinson Communications Center (herein "SDCC") for various emergency service entities, including the operation as a Public Safety Answering Point (PSAP) for emergency and non-emergency calls;

WHEREAS, SDCC relies heavily on the use of modern technology and components to provide 24/7/365 service to Stark County;

WHEREAS, Dickinson operates an Information Technology (IT) Department that possess expertise and resources in providing IT services; and

WHEREAS, the County is interested from transferring IT responsibilities within SDCC from the current-private contract holder to the City IT Department.

NOW, THEREFORE, the parties STIPULATE AND AGREE as follows:

1. SCOPE OF SERVICES. The City agrees to provide the following IT services to the County;
   a. **Network Infrastructure Support**: Maintenance and support of the network infrastructure between the SDCC and the State of North Dakota Information Technology Department (ITD) required for the operation of the SDCC.
   b. **Hardware Maintenance**: Regular inspection, maintenance, and updating of PC hardware and server items utilized by SDCC. This generally consists of five (5) dispatch console stations, an outdoor warning siren computer, phone and network servers, monitors, and peripherals. Any replacement or upgrade costs of physical components and peripherals shall be the responsibility of the County.
   c. **Software Management:** Troubleshoot software-related issues of the equipment listed in subsections a and b, except phone, radio, and voice logging software, which is generally contracted through a 3rd-party vendor. Any hardware-related costs of the telephone system (VESTA), radio communications (Motorola/SIRN), voice logging (NICE) is the responsibility of the County. Any Computer Aided Dispatch software contract fees are the responsibility of the individual agencies utilizing the system.
   d. **Security Measures**: Implementation and monitoring of security measures to ensure the confidentiality and integrity of sensitive information in concert with Criminal Justice Information Services (CJIS) standards.

e. **Training and Technical Support**: Provision of training sessions regarding proper system use as well as 24/7/365 availability for technical support issues.

f. **Hardware Backups:** The City will require at least one (1) backup Central Processing Unit (CPU) installed with an imaged-backup of a dispatch console to be purchased and housed at the Public Safety Center within six months of the signing of this agreement.

2. <u>TERM.</u> The term of this agreement shall be from February 1st, 2024 through December 31st, 2027. The agreement shall automatically renew for successive 3-year terms unless either party provides written notice, at least 60 days prior to December 31st of each year of its intention to review this agreement prior to the final automatic renewal period.

3. <u>COMPENSATION.</u> In consideration for the IT services provided, the County agrees to compensate the City the sum of $5,000 annually, with adjustment considerations being discussed prior to subsequent renewals of this Agreement.

4. <u>AMENDMENTS.</u> Any amendments to this Agreement must be made in writing and signed by both parties.

5. <u>ASSIGNMENT</u>. This Agreement may not be assigned by either party.

Dated this 1st day of February, 2024.

CITY OF DICKINSON

By: _____
Scott Decker, President
Board of City Commission

ATTEST

By: _____
Dustin Dassinger
City Administrator

COUNTY OF STARK

By: *Dean D. Franchuk*
Dean Franchuk, Chairman
Board of County Commission