

JOINT POWERS AGREEMENT

THIS JOINT POWERS Agreement ("Agreement") is entered into effective July 2nd, 2024, by and between the **City of Dickinson**, a North Dakota municipal corporation ("City"), and **Stark County**, a political subdivision of the State of North Dakota ("County"), collectively the "Parties" and individually a "Party."

RECITALS

WHEREAS, the City of Dickinson operates, through the Dickinson Police Department ("DPD"), a communications and dispatch center for law enforcement and emergency service providers (herein referred to as "Stark-Dickinson Communications Center" or "SDCC") that is located at the Public Safety Center, 2475 State Avenue North, and;

WHEREAS, the County manages, through the Stark County Emergency Management Office ("SCEM"), capital budgetary items and infrastructure associated with the day-to-day operations of the SDCC including the operation and maintenance of the E9-1-1 phone system for Stark County, and;

WHEREAS, the SDCC is the designated Public Safety Answering Point (PSAP) for addresses and callers located within Stark County. This includes the handling of both emergency and non-emergency phone calls and radio dispatching services for countywide police, fire, EMS, and public works agencies, and;

WHEREAS, North Dakota Century Code Chapter 54-40.3-01 encourages and authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each, and;

WHEREAS, an agreement was entered into by County and City on or around September 1995, for the operation of a 911 emergency telephone system for Stark County and to provide funding for the 911 dispatch operations, and;

WHEREAS, since the 1995 agreement, the SDCC funding and operating structure has changed and the Parties desire to enter into a new agreement regarding the operation and governance of the SDCC.

THEREFORE, IN CONSIDERATION of the following covenants, the Parties agree as follows:

I. OPERATIONS

- A. The Chief of Police of the Dickinson Police Department, or his/her designee, shall manage the operations and duties of the SDCC. This shall include, but not be limited to the following:
 - a. Coordinate with the SCEM regarding the needs for capital purchases, funding for training, and other budgetary considerations;
 - b. Develop a strategic plan that outlines challenges and opportunities to advance the effectiveness of the SDCC;
 - c. Establish and update policies and procedures for the operation of the SDCC in accordance with applicable laws and national best practices.
 - d. Be responsible for administration, budget, and personnel functions, including evaluating, supervising, and recommending hiring, disciplining, and terminating employees who work as public safety telecommunicators for the SDCC;
 - e. Be responsible for call answering, dispatching, records, communications,

security, and other SDCC functions in conformance with the rules, policies, plans, and procedures of the City;

- B. Supervision within the SDCC is as follows:
 - a. Public Safety Telecommunicator I- Reports to Public Safety Telecommunicator II
 - b. Public Safety Telecommunicator II- Reports to the Public Safety Support Supervisor.
 - c. Public Safety Support Supervisor- Reports to the overseeing Dickinson Police Department Administrative Support Services Lieutenant

- C. A Public Safety Advisory Committee (PSAC) shall be established within 90 days of implementation of this Agreement and meet therein on a quarterly basis. The PSAC shall be comprised of the following representatives receiving dispatching services from the SDCC:
 - a. Stark County Emergency Manger (Chairperson/Committee Manager – Non-voting)
 - b. (1) Stark County Commissioner
 - c. Stark County Sheriff
 - d. Rural Fire/Rural Community Fire Representative
 - e. Rural Ambulance Representative
 - f. Dickinson City Fire Chief
 - g. Dickinson City Fire Emergency Services Chief
 - h. (1) Dickinson City Commissioner
 - i. Dickinson Police Chief
 - j. Dickinson Police Lieutenant

- D. The PSAC shall have the following responsibilities:
 - a. Provide collective operational, procedural, and policy recommendations.
 - b. Review and evaluate complaints related to overall dispatch services.
 - c. Assess and recommend the expansion of established parameters and overall scope of service.
 - d. Provide budgetary input related to E-911 funding distribution derived from E-911 taxation.
 - e. Contribute to operational cost-sharing decisions associated with the equipment and salaries of SDCC personnel.

- E. The PSAC shall meet on a quarterly basis. Resolutions or priority recommendations derived from a majority agreement of the PSAC shall be forwarded in writing to the Dickinson Public Safety Support Specialist (PSSS) for review and consideration. The PSSS, as the subject matter expert, shall consider the recommendations and execute the appropriate plan, whether it be the proposed plan or an alternative solution. The PSSS is under no obligation to adopt any recommendations brought forward by the PSAC.

- F. The Stark County Emergency Manager, serving as the Chairperson of the PSAC, shall facilitate the meeting and ensure all voices are heard, but shall not have a voting position to avoid tie situations.

II. FUNDING

- A. Funding for the SDCC shall be derived from the following:
 - a. Stark County 911 tax revenue;
 - b. Grants; and
 - c. General fund expenditures from both the City and County

- B. Maintenance and repair of 911/dispatch equipment including telecommunication devices, phone lines, computers and peripherals are the responsibility of the County/SCEM. Some examples include:
- a. Battery backup services with Vertiv or other company
 - b. Consolettes for legacy VHF systems
 - c. Outdoor warning sirens maintenance and systems
 - d. SIRM Annual Maintenance fee
 - e. PC and monitors for each console in the Center
 - f. Keyboard, mouse, headsets and other peripherals
 - g. Any replacement cost associated with the items above as a result of damage, non-functionality, or obsolescence.
 - h. Any future capital need, either in terms of equipment or technology, resulting in the increase of capability or effectiveness of the SDCC and agreed upon by the City and County.
- C. The cost of software-related products is as follows:
- a. Yearly contract fees paid to Central Square Technologies for Computer Aided Dispatch (CAD) software is the responsibility of the City and any other user accessing the CAD system (Stark County Sheriff's Office)
 - b. State Radio NCIC/Fox access fees for each dispatcher are the responsibility of the City
 - c. Microsoft Operating System software will be drawn from the City's enterprise account
 - d. Telephone handling software (Vesta) with Motorola or other company is the responsibility of the County
 - e. Radio interface software and equipment (MCC7500) with Motorola or other company is the responsibility of the County
 - f. Radio and telephone logging equipment and software with NICE or other company, including any annual maintenance contracts, is the responsibility of the County
 - g. APCO Intellicomm Emergency Medical Dispatch licensing and software is the responsibility of the County
- D. Internet Technology (IT) support is provided through the City's IT department and funded by the City, with supplemental funding from the County as agreed upon in a separate Memorandum of Understanding (see attached Exhibit C). The City's IT department is expected to be available 24/7/365 to troubleshoot issues as they arise.
- E. Salary and benefits of SDCC employees will be cost-shared between the City and County. The percentage-of-share will be factored using a delta of primary unit Calls for Service (CFS) for City agencies versus County agencies. The delta will be calculated using the prior year's data and be adjusted at the time of renewal of this JPA. For budgetary purposes, this number along with estimated salary/benefits/cost of living increases will be provided to City and County budgetary planners prior to annual budget meetings to ensure continuity and correct funding percentages. See attached Exhibits A, B, C, and D for CFS data, delta calculations, and fee schedule for the initial term of this JPA.
- F. Training costs shall be borne by both the City and County. A sample matrix is attached to this JPA as an Exhibit, more specifically:
- a. All initial certification costs including, but not limited to, APCO Basic, EMD Basic, First Aid/CPR, and other certifications are the responsibility of County/SCEM.
 - b. All minimum re-certification courses and testing are the responsibility of SCEM. These include Continuing Dispatch Education (CDE) hours that include APCO Illumination EMD series and Police Legal Science PST series.

- c. Annual Group Membership fees for national certifying organizations (APCO and NENA) are the responsibility of the City.
 - d. Any other courses involving career enhancement are the responsibility of the City. These would include any courses required for the promotion to Senior Public Safety Telecommunicator I (Center Training Officer, Fire Dispatch Certification, Tactical Communicator Certification, etc.).
 - e. If excess funding remains with SCEM, additional specialty courses or conferences may be considered for approval.
 - f. Funding for 9-1-1 education courses for school-aged children is also allotted from SCEM funds. Courses are instructed by SDCC dispatchers.
- G. Capital Improvement items or unforeseen expenditures exceeding \$10,000 shall be presented to the PSAC for review and approval. A cost-sharing agreement will be drafted to enact an 80% / 20% (County/City) split to cover such costs.

III. DATA

- A. It is mutually acknowledged that the SDCC maintains a CAD license from Central Square Technologies via a server stored at the Public Safety Center. Radio and phone logging by NICE is also maintained by the SDCC at the Public Safety Center. Any and all dispatch center records pertaining to participating agencies responses shall be owned by each respective agency. Each agency shall have access to all such data and audio recordings maintained by the SDCC for use in internal analysis and criminal investigations. It is the responsibility of each agency to provide any criminal justice record for discovery purposes to the respective court or attorney's office. All SDCC-generated records will be kept in compliance with Open Record and Retention laws.

IV. TERM

- A. This term of this Agreement shall become effective on July 2, 2024, and will commence for a five-year period ending on December 31, 2028.
- B. It is the express intent of the Parties that six (6) months' notice precede termination of this Agreement.

V. INSURANCE

- A. The City and County agree to procure and maintain the following policies of insurance:
- a. Property Insurance to cover all City property in which the SDCC resides and equipment in which the County owns; and
 - b. Commercial General Liability Insurance with a minimum combined/single limit of Two Million Dollars (\$2,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. This policy will also include errors and omission coverage.

VI. CHOICE OF LAW

- A. This Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the State of North Dakota without regard to North Dakota's choice of law rules.

VII. ENTIRE AGREEMENT

A. This JPA is effective upon signing and contains the entire agreement, together with the attached exhibits, of the Parties with respect to the subject matter of this JPA, and supersedes all prior negotiations, agreements and understandings with respect thereto. This JPA may only be amended by a written document duly executed by all parties.

Dated this 18th day of June, 2024.

CITY OF DICKINSON

COUNTY OF STARK

By: _____

By: _____

Scott Decker, President

Dean Franchuk, Chariman

Board of City Commission

Board of County Commission

ATTEST

By: _____

Dustin Dassinger

City Administrator