

**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF ANOKA AND CITY OF RAMSEY
REGARDING INSTALLATION AND USE OF FLOCK SAFETY CAMERAS
WITHIN ANOKA COUNTY RIGHT OF WAY**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as "County", and the City of Ramsey, a Minnesota municipal corporation, 7550 Sunwood Drive NW, Ramsey, MN 55303, hereinafter referred to as "City". These entities may also be referred to herein as the "the parties."

RECITALS

WHEREAS, the City is in need of a cooperative agreement with County to allow for installation of Flock Safety camera equipment within County right of way to assist law enforcement with response and investigation activities; and

WHEREAS, the parties wish to enter into a MOU to outline their respective obligations related to the cameras/equipment, installation, use, maintenance, data, storage, and other related matters; and,

WHEREAS, the City has contracted with Flock Group Inc. (aka Flock Safety) to lease Flock cameras which includes installation, access to footage/data, and related professional services to acquaint officers with the new technology; and,

WHEREAS, the City and County wish to advance this project by allocating their responsibilities as set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION 1. PURPOSE

The purpose of this agreement is to allocate duties for the contracting and implementation of Flock Safety cameras, equipment, access, use of infrastructure, and professional services required for the desired technology to assist City officers as needed.

SECTION 2. ROLES AND RESPONSIBILITIES

A. FLOCK SAFETY CONTRACT AND LEASE AGREEMENT. The parties agree that the City has entered into and shall pay for and manage all equipment and professional services related to a lease agreement with Flock Group, Inc. 1170 Howell Mill Rd., Ste 210, Atlanta, GA 30318. The County will permit access to right-of-way locations identified in Exhibit A for

installation purposes; however, County will not have any other obligations related to the Flock Safety lease or other contracts.

- B. USE OF POLES IN COUNTY RIGHT-OF-WAY.** The County agrees to provide access to select county right-of-way locations that may be used by the City for installation of the Flock cameras and poles, as listed in Exhibit A to this MOU. City and/or Flock Safety shall be responsible for the Flock pole installation with County pre-approval as to permitted locations within the County right-of-way. City is responsible for all locates and/or Gopher State One responses that may be required at the pole locations and must remove the pole and restore the right-of-way to its original condition upon termination of this MOU. The parties agree that the locations set forth in Exhibit A may be added to or modified by written agreement of the parties without a formal amendment of the MOU.
- C. NOTIFICATION OF WORK .** The parties agree that City and/or Flock Safety staff shall notify the County authorized representative at least five (5) days prior to any installation, maintenance, modification, or replacement/removal of cameras and related equipment. Such notification shall include the location and the date on which the work will be performed.

SECTION 3. TERM / TERMINATION

This Agreement shall commence upon signing and shall end upon expiration or termination of the City’s lease with Flock Safety, including any extensions thereof. Either party reserves the right to terminate this MOU for any reason, with or without cause, upon 30 days written notice to the other party. Upon termination of this MOU, all equipment related to Flock Safety cameras must be removed at City cost and the County’s right of way restored to its original condition.

SECTION 4. MISCELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

For City of Ramsey:
Nick Dahlberg, Police Captain
Ramsey Police Department
ndahlberg@cityoframsey.com
(763) 427-6812

For County of Anoka:
Joe MacPherson, County Engineer
Chief Officer, Transportation Division
joe.macpherson@anokacountymn.gov
(763) 324-3199

B. DATA / STORAGE. The City agrees to be responsible for storage and retention schedules for any data or footage obtained through Flock Safety equipment/services including obligations that may arise from the collection of data such as license plate numbers, photos/depictions of license plates, photos/depictions of vehicles and/or areas surrounding photographed vehicles, and data documenting the date, time, and location of images captured. The City further agrees to be the responsible entity to respond to any public data requests received by the City or the County with respect to such data, pursuant to the Minnesota Government Data Practices Act (MGDPA).

C. THIRD PARTY BENEFICIARIES. This Agreement shall not inure to the benefit of or create any right or cause of action in or on behalf of, any person or entity other than the parties to this MOU.

D. AMENDMENT. No amendment to any provision of this Agreement is valid unless in writing and signed by an authorized representative of each party, except as provided in Section 2 B. of this MOU.

E. LIABILITY

1. Responsibility for Own Acts and Omissions.

Each party agrees that it will be responsible for its own acts and omissions and any liability resulting there from to the extent authorized by law. No party shall be responsible for the acts of the other party or the results thereof.

2. No Waiver.

Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a party's statutory or common law immunities or limitations on liability, including, but not limited to, Minn. Stat. Chap. 466 or any other applicable law or regulation providing limitations, defenses or immunities to the County or City.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

CITY OF RAMSEY

By: _____
Michael R. Gamache, Board Chair
County Board of Commissioners

By: _____
Ryan Heineman
Mayor

Dated: _____

Dated: _____

By: _____
Jim Dickinson
County Administrator

By: _____
Brian Hagen
City Administrator

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
Christine V. Carney
Assistant County Attorney

By: _____
Frederic W. Knaak
City Attorney

EXHIBIT A

PERMITTED CAMERA LOCATIONS

Cameras Installed on Flock Poles Within County-Owned Right-of-Way*:

1. **CSAH 116 (Bunker Lk. Blvd.) @ TH 47 (St. Francis Blvd.) -WB** (440 Bunker Lk. Blvd. NW, Ramsey, MN 55303)
2. **CSAH 57 (Sunfish Lk. Blvd.) @ Hwy 10 Service Rd. roundabout - NB** (13745 Sunfish Lk. Blvd. NW, Ramsey, MN 55303)
3. **CSAH 56 (Ramsey Blvd.) @ Sunwood Dr. - NB** (7185 Sunwood Dr. NW, Ramsey, MN 55303)
4. **CSAH 83 (Armstrong Blvd.) @ Sunwood Dr. - NB** (14590 Armstrong Blvd. NW, Ramsey, MN 55303)
5. **CSAH 22 (Baugh St.) @ CR 64 (181st Ave.) - SB** (9155 Baugh St. NW, Ramsey, MN 55303)

*Locations of poles within county right-of-way require pre-approval