

RESOLUTION CITY OF SAINT PAUL, MINNESOTA

Presented by _____

- 1 WHEREAS, the City of Saint Paul, Police Department is authorized to enter into the attached Joint Powers Agreement with
2 Ramsey County, acting through its Community Corrections Department which includes an indemnification clause, and
3
4 WHEREAS, this agreement will allow the department to extend its wireless network capability and the expertise of its
5 technology unit staff to the county to help both parties achieve operating efficiencies, and
6
7 WHEREAS, a 2012 financing and spending plan needs to be amended for these activities; and
8
9 WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are
10 available for appropriation funds of \$19,600 in excess of those estimated in the 2012 budget; and
11
12 WHEREAS, the Mayor recommends that the following addition be made to the 2012 budget:
- | Account
(Object Code) | CURRENT
BUDGET | CHANGES | AMENDED
BUDGET |
|---|-------------------|---------------|-------------------|
| Spending Changes | | | |
| 53550 (0227) Monthly Telephone | 42,000 | - | 42,000 |
| 53820 (0260) Enterprise Technology | 5,000 | - | 5,000 |
| 53360 (0280) Computer Hardware/Software Maint | 31,520 | - | 31,520 |
| 53150 (0284) Rental-Data Processing Equipment | 6,000 | - | 6,000 |
| 52720 (0297) Data Processing | 177,145 | - | 177,145 |
| 54190 (0370) Computer Equipment | - | 4,525 | 4,525 |
| 54150 (0393) Software | - | 15,075 | 15,075 |
| TOTAL: | 261,665 | 19,600 | 281,265 |
| Financing Changes | | | |
| 44125 (4399) Wireless Services | 261,665 | 19,600 | 281,265 |
| TOTAL: | 261,665 | 19,600 | 281,265 |
- 29 THEREFORE BE IT RESOLVED, the Saint Paul City Council approves these changes to the 2012 budget and authorizes
30 the City of Saint Paul to enter into, and Chief Thomas E. Smith to implement the attached agreement with the Ramsey
31 County.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
Thune			
Tolbert			

Requested by Department of: **POLICE**

By: 

Form Approved by City Attorney

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

Form Approved by Mayor for Submission to Council

By: _____

JOINT POWERS AGREEMENT

Between the City of Saint Paul and Ramsey County
Through Its Community Corrections Department for Wireless Network and Support Services

This is an Agreement by and between the City of Saint Paul, (hereinafter referred to as the "City") a Minnesota municipality, through the St. Paul Police Department, (hereinafter referred to as the "SPPD") and Ramsey County a political subdivision of the State of Minnesota, through the Ramsey County Community Corrections (hereinafter referred to as the "County").

WHEREAS, The City and the County pursuant to the provisions of Minnesota Statutes §471.59, are authorized to enter into an agreement to exercise jointly the governmental powers and function each has individually; and

WHEREAS, The City and the County, pursuant to the provisions of Minnesota Statutes §471.64, are authorized to lease, sell, and buy materials between one another; and

WHEREAS, Pursuant to the SPPD's current software, vendor and system agreements, the SPPD has the authority to extend the use of the Wireless Network services to other law enforcement agencies and other government agencies for access to public data; and

WHEREAS, The City and the County have reached agreement on the terms and conditions under which the SPPD will extend its Wireless Network capability and the expertise of its Technology Unit staff to County to help both parties achieve operating efficiencies; NOW THEREFORE,

IT IS HEREBY AGREED, by and between the parties as follows:

I. Scope of Services

A. General Description of Services

The SPPD, pursuant to authority set forth in the Saint Paul City Charter, Saint Paul City Codes and applicable State Statutes, shall provide County a connection to the City CAD System, through a Message Switch via a Wireless Network System ("System") for use by County as described herein. SPPD will provide access to the network, however all data will be segregated in such a way that County will not have access to law enforcement data, as they are not a law enforcement agency under MN State Statute.

Additional services may be provided pursuant to the Additional Services Section, I-F of this Agreement.

B. System Description

- 1) **Components** - The System consists of a network of wireless connectivity between properly equipped and configured laptop computers and the Message Switch (InterAct 911's MobileCop Information Server software) operated by SPPD. The System does not include the City CAD System or the SPPD's Wireless Report Writing (WRW)/Records Management System (RMS).
- 2) **Support** - The System is supported by hardware such as servers, firewalls, and related network equipment as required to support the network of wireless connectivity.

- 3) **Functionality** - The functionalities of the System are to allow squads to wirelessly and without radio transmission receive dispatched calls for service from the City CAD System; allow squads to transmit their status to the City CAD System; allow squad to squad(s) wireless message communication; and exchange wireless messages between squads and dispatchers from the City CAD System without transmitting radio traffic.
- 4) **Encrypted** - All data transmitted on the Wireless Network System via laptops is encrypted when using the NetMotion Virtual Private Network software application.

C. Description of Connectivity Services.

The services to be provided by the SPPD to County under this Agreement area as follows:

- 1) **System Connectivity** - The SPPD shall provide County with wireless connectivity which will allow County to perform the following functions using the indicated software:
 - a) **InterAct 911** - (formerly Bio-Key, Cerulean, Aether) – Providers of:
 - i. **MobileCop** – used on laptops for CAD connection and messaging between squad cars. The NCIC function will be disabled due to County agents not being able to have access to that law enforcement only data.
 - o Mobile Devices - software
 - b) **Software used to remotely manage the computers** - Allows OTC the ability to install updates and fix problems without having to bring the computers to the office.
 - o Mobile Devices - software
 - c) **McAfee** - Software that protects a device from computer virus threats.
 - o Mobile Devices - software
 - d) **NetMotion** - A vendor which provides a mobile virtual private network (VPN). "The key to a successful mobile deployment is a Mobile Virtual Private Network (Mobile VPN)—providing mobile, wireless workers with secure, reliable, remote access to network resources and information from virtually anywhere. Only a Mobile VPN is designed to deal with the unique challenges associated with mobile computing such as wireless security, performance and roaming."

○ Mobile Devices - software

- 2) **Internet sites** - The SPPD will also enable functionality, as mutually agreed by the parties, to allow County access to various specific Internet sites.
- 3) **Expiration of service agreements** - If the current agreements with service providers are scheduled to expire during the term of this Agreement, the SPPD will develop similar agreements with other similar service provider(s) to ensure no lapses in services.
- 4) **Service for additional laptops**
 - a) Subsequent implementation of wireless connectivity for additional laptops will take place at the request of County. The cost for this service is covered under Section III of the Agreement.
- 5) **System support services (Maintenance, Helpdesk, Upgrades)** - The SPPD shall provide System maintenance, Helpdesk services and System upgrades (collectively "Support Services") to the following degree and manner.
 - a) Maintain functionality of all SPPD-installed Wireless Network installed software and the connectivity between the County' laptops and the Message Switch;
 - b) Regular Hours - Assistance from the OTC Unit Helpdesk during regular business hours (8:00 a.m. - 4:00 p.m.), Monday - Friday, for problems with the System at 651-266-6767;
 - c) After Hours - On-call assistance, for only system critical problems for software provided under this Agreement, from the Records Unit Helpdesk staff for after-hours (M-F 4:00 p.m. to 8:00 a.m. and weekends) or holiday problems with the System at 651-266-5713;
 - d) The SPPD will periodically receive upgraded software or software patches for the Wireless Network from vendors including updates or software patches to the supported operating systems. System software upgrades or software patches will be implemented as upgrades and patches become available from vendors and as the SPPD decides the upgrades or patches are suitable for the continued successful operation of the System. The process for installing upgrades or patches of software may require that all or portions of the System be taken out of service for a period of time. The SPPD will plan installation of software upgrades during a regular workweek and hours, in a manner so as to minimize the disruption to the operation of the Wireless Network;
 - e) Periodically, the SPPD shall perform maintenance on or will replace or repair hardware required for the Wireless Network. The process for

replacing or repairing hardware may require that all or portions of the Wireless Network be taken out of service for a period of time. The SPPD will plan work on hardware during a regular workweek and hours in a manner so as to minimize the disruption to the operation of the Wireless Network.

- f) The SPPD reserves the right to select and install software products required to operate the Wireless Network other than the products originally specified in this Agreement. This may mean the SPPD will change software products, at its discretion based on cost, acceptable software and service from vendors and compatibility with the Wireless Network. Costs to County will not change without an addendum to this Agreement or a new agreement;
- g) The SPPD may, at its own discretion, select another vendor for wireless aircard/data services. The SPPD will notify County of such a planned change in wireless vendors at least 30 days before such a change is made. By the end of the 30 day period, County will arrange for wireless services and wireless cards for laptops from the SPPD selected vendor. County will also make arrangements for billing to County for these services and equipment. The SPPD will make its selection of a wireless vendor based on their compatibility and reliability with the Wireless Network, compatibility and reliability of wireless vendor supplied hardware such as modems, and costs and support from the vendor. Should the vendor agree to allow the SPPD to manage an account for County, the SPPD may offer to act as account manager for vendor wireless services provided for the County laptops. In such event, the SPPD will add to its monthly bill to County the cost of the vendor wireless services, cost of the modems, antennae or other costs billed to the SPPD by the vendor for services to County.

D. Ownership

- 1) **Hardware** - County will own all hardware purchased by County for the wireless connectivity installed by the SPPD on County laptops.
- 2) **Software** - The SPPD will be the licensee of all software, except for the Sprint PCS Connection Manager software and anti-virus software required for the Wireless Network and installed by the SPPD in County laptops.

E. Access

The SPPD cannot limit County' access to the Internet without County' agreement, unless such limitation is necessary because of spam, viruses, cloning, and other events that the SPPD determines may or will affect the security or integrity of the Wireless Network. If the SPPD limits the Sheriff access pursuant to this provision, the SPPD will continue to allow County access to County' IP servers in order to access County records management system.

F. Additional Services

Additional services may be requested of the SPPD, which include the following:

- 1) Setup and configuration of any new/additional devices;
- 2) Consultation and testing of new applications that would be running on the devices;
- 3) Adding additional software to devices;
- 4) Custom programming services;
- 5) Data requests; and
- 6) On-call/After-hours support for functional problem resolution not system critical for software provided under this Agreement.

II. County Responsibilities

County shall:

A. Compatibility

Provide only new laptops that will be connected to SPPD services under this Agreement that will maintain compatibility and functionality with the software and hardware used by the SPPD in the operation of the Wireless Network. Failure to maintain the proper compatibility of all the laptops connected to SPPD services under this Agreement, including laptop operating system software, will not preclude the SPPD from upgrading the software or hardware as needed to maintain the Wireless Network. The SPPD and County shall meet in good faith to discuss the replacement plan. The SPPD reserves the rights to terminate this Agreement if County does not comply with the provisions of this paragraph;

B. County Additional Software

- 1) Should County decide to install additional software on their laptops or alter the configuration of the laptops, it does so at its own risk.
- 2) County must provide staff capable of providing support for the preparation, installation, maintenance and upgrades of the additional software.
- 3) The SPPD may test software for compatibility with the Wireless Network at County' request. The testing will be charged at a rate of \$75/hour per employee required to complete the work. Such testing may include actual installation of the software on County laptop(s) for testing purposes.
- 4) County agrees to maintain additional software installed on the laptops in a configuration compatible with the Wireless Network.
- 5) If at any time laptop configurations implemented by County, or at the request of County, interferes with operations of the Wireless Network or if software conflicts develop between software required for the successful use of the Wireless

Network and additional software installed by County or at the request of County, the SPPD will charge at the above rate to correct the problem. County technical staff must work with the SPPD as requested by the SPPD to resolve the problem. Should the problem not be corrected within 5 working days, the County agrees to remove the additional software so that the Wireless Network will be restored to proper working order as determined by the SPPD. Should the SPPD decide the software conflict is of severe enough detriment to the operation of the Wireless Network, the SPPD may require immediate steps to be taken to restore the Wireless Network. These immediate steps may include the immediate removal or disabling of the software or the temporary termination of County connection to the Wireless Network.

- 6) The County may request the SPPD to prepare a program installation file and wirelessly distribute to County laptops software installations and upgrades for additional software. The SPPD may accept or decline to provide this service. Should the SPPD accept such a request, The County will be charged at the above rate. Charges incurred by County for these services will be added to monthly charges billed to County. These charges and all payments to be made under this Agreement are due irrespective of the SPPD's actions, under this section, to take steps to restore the Wireless Network, remove or disable software, or cause temporary termination of County connection to the Wireless Network;

C. Anti-Virus Software

Purchase licenses for and install anti-virus software on the laptops compatible with the operating system software, System software and Wireless Network. Such software will be capable of automatically updating itself over the Internet;

D. County Experts

The County will continue to provide their own experts in the operation of laptops used in the Wireless Network. These County employee experts will be local experts serving as initial resources for County staff with questions on the basic operation of the laptops, CAD functions and query functions; and

E. County Non-Essential Additional Applications and Services

The County will provide staff to be the sole resource for training, supervising and responding to questions on the operation of County' SRA software application or any future applications or services installed by County or at Corrections' request, and that are not determined by the SPPD to be essential for Agreement services offered by the SPPD.

III. Cost/Payment

The Cost is based on the actual costs for software, licensing fees, maintenance and support for each device on the network. County' initial setup will be for eight (8) devices. Additional devices may be added at any time based on the then current per device rate. Equipment fees may fluctuate depending on the number of other agencies sharing the Wireless Network with the City of St. Paul and the current cost of the equipment. Future fees may change based on increased equipment and/or software costs to SPPD.

A. There is a one time activation fee of \$1,416.82 per device for a total of \$11,334.56 for the eight (8) devices. Future activation fees for additional equipment may change based on increased equipment and/or software costs to SPPD.

B. Software and Equipment

1) Software costs are based on the number of devices. The rate for the initial eight (8) devices is \$311.71 a month and \$3,740.54 a year. Additional devices may be added at the rate for each device at the time of addition. Future fees may change based on increased equipment and/or software costs to SPPD.

2) Equipment costs are based on the number of agencies using the Wireless Network. Currently, seven (7) agencies are on the Wireless Network and are sharing the SPPD equipment costs. The rate for equipment for each agency participating in the Wireless Network is \$371.24 per month and \$4,454.82 per year. Future fees may change based on increased equipment and/or software costs to SPPD.

C. Total Costs Based on Eight (8) Devices

Annual Costs	Monthly	Yearly
Total Software	\$311.71	\$3,740.54
For 8 devices		
Total Equipment Costs based on the number of agencies participating	\$371.24	\$4,454.82
Total Annual Cost	\$682.95	\$8,195.36
Plus one time activation fees	-	\$11,334.56
Total First Year Costs		\$19,529.92

B. Additional Costs

Additional service charges will be billed at an hourly rate of \$75.00/hour. Estimates for these additional services will be agreed to in writing before the project begins. These additional service charges cover the below services:

- 1) Setup and configuration of any new/additional devices;
- 2) Consultation and testing of new applications that would be running on the devices;
- 3) Adding additional software to devices;
- 4) Custom programming services;
- 5) Data requests; and
- 6) On-call/After-hours support for functional problem resolution not system critical for software provided under this Agreement.

C. Payments

Payments shall be made within thirty days of receipt of an invoice. Disputes and calculation of interest are subject to the provisions of Minnesota Statutes § 471.425.

D. Term for Month Rates

The Monthly Fees set forth above shall remain in effect through January 1, 2015, unless, no later than by October 31 of each year of the Agreement, starting January 2, 2012 and thereafter, the SPPD will notify County, in writing, of any increase in the Monthly Fees to be effective for the following calendar year, and shall include with such notification:

- 1) An explanation and documentation of the reasons for the increase, including but not limited to changes in the SPPD's personnel costs, including costs for providing Helpdesk services, changes in the charges by the wireless vendors, software vendors or hardware vendors for their products or support and maintenance costs for their products, or costs for maintaining the SPPD Computer Center; and
- 2) Any change in County' proportionate share.

IV. Warranty

A. Vendor Warranties

Software to be installed under this Agreement is subject to the warranty provisions of the agreements between the SPPD and software vendors.

B. Manufacturer Warranties

The SPPD warrants that the Wireless Network shall perform in accordance with the provisions of this Agreement and the specifications of the hardware and software manufacturer's user's manuals in effect at the time of the Services, and that the Services shall be performed in a commercially reasonable manner.

V. Designated Representatives

A. Contractual contacts

Each party has designated an individual to serve as a point of contact for contractual issues. The designated individuals are:

SPPD

Title: Sr. Commander Greg Pye - SPPD Information & Services Section
Address: 367 Grove Street, St. Paul, MN 55101-2416
Tel: 652-266-5514
E-mail: Greg.Pye@ci.stpaul.mn.us

County

Title: Lynn McClung, Planning and Evaluation Analyst, Ramsey County
Community Corrections
Address: 50 Kellogg Blvd. West, Suite 650, St. Paul, MN 55102
Tel: 651-266-2576
E-mail: lynn.mcclung@CO.RAMSEY.MN.US

B. Technical Staff Contact

Each party has designated an individual to serve as point of contact for the party's technical staff in regards to this Agreement. The designated individuals are:

SPPD

Title: Sgt. Lisa Kruse
Address: 367 Grove Street, St. Paul, MN 55101
Tel: 651-266-5897
E-mail: Lisa.Kruse@ci.stpaul.mn.us

Helpdesk – Regular Business Hours (OTC): Mon - Fri, 8:00 a.m. - 4:00 p.m., for problems with the System, 651-266-6767

E-Mail: ISHelp@ci.stpaul.mn.us Helpdesk e-mail

Helpdesk – After Hours (Records Unit Review Officer): Mon-Fri, after 4:00 p.m., weekends and holidays, 651-266-5713 (No e-mail support, must call by phone for after hours support.)

County

Title: Mark Elliot, Safety Coordinator, Ramsey County Community
Corrections
Address: 50 Kellogg Blvd West, Suite 650, St. Paul, MN 55102
Tel: 651-266-2685
E-mail: mark.elliott@CO.RAMSEY.MN.US

C. Authority and Responsibilities

The above-identified individuals shall have the authority to transmit instructions, provide required information, and assist in resolving any questions or issues that may arise. The Sheriff's contact shall also provide copies to the SPPD's contact of any relevant policies, procedures, or standards adopted by County that may have an impact on the manner in which SPPD technical staff delivers the requested service.

VI. Indemnification

Nothing in this Agreement shall constitute a waiver of the rights, privileges, and benefits that each party is entitled to under Minnesota Statutes. Each party agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives, and agents in carrying out the terms of this Agreement and the results thereof, to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability and the monetary limits of liability of the parties, their officials, employees, representatives and agents shall be governed by provision of Minnesota Statutes Chapter 466 and other applicable law.

VII. Data Practices

Nothing in this Agreement can be construed to be contrary to Minnesota Statutes, Chapter 13, Minnesota Government Data Practices Act, and in particular Minn. Stat. §§ 13.05, Subds. 6 & 11 and 13.37, Subd. 1(b). All of the data created, collected, received, stored, used, maintained, or disseminated by the parties in performing functions under the Agreement is subject to the requirements of Minnesota Government Data Practices Act and all parties must comply with those requirements. If any provision in this Agreement is in conflict with the Minnesota Government Data Practices Act, the Act will control.

VIII. Term/Termination

A. Term

This Agreement will be effective upon final execution by both parties until January 1, 2015. Thereafter, this Agreement shall automatically be renewed for an additional one-year period unless either party gives the other party written notice of its intent not to renew by November 1 of the then-current term. The term of this Agreement, including all renewals, shall not exceed 5 years.

B. Termination

Either party may terminate this Agreement with or without cause. If termination is for cause, the party receiving the notice shall have 120 days to cure the breach. Either party may also terminate this Agreement without cause upon a one year written notice to the other party. This Agreement may be terminated at any time by mutual agreement of both parties.

C. License And Maintenance Fees

Should termination by County take effect during a time period for which the SPPD has already paid license or maintenance fees, or for at time period for which such fees are due and payable by the SPPD, for any software purchased for use by County by the SPPD, County will be liable for its portion of the fees until the end of the term for which the SPPD has paid the fees or for which such fees are due and payable by the SPPD, but in no event beyond December 31 of the year in which the termination becomes effective.

IX. Conditions Outside Control of a Party

No party to this Agreement can be held responsible for conditions outside the control of the party claiming its occurrence, which are the direct result of force majeure which shall mean and include acts of God; acts of public enemies; strikes or lockouts; enforceable governmental or

judicial orders; outbreak of war or insurrection; or acts of terrorism; insurrections; riots; civil disturbances; earthquakes; floods; fires; explosion or other similar catastrophes or events not reasonably within the party's control.

X. Assignment

Neither party to this Agreement shall assign, delegate or transfer any rights or obligations under this Agreement without prior written consent from the other party.

XI. Amendments

Any amendment or modification to this Agreement shall be in writing and shall not be effective until executed by both parties to this Agreement.

XII. Entire Agreement

This Agreement contains the entire agreement between the parties with regard to the matters set forth herein.

IN WITNESS WHEREOF, the City of Saint Paul and Ramsey County have executed this Agreement on the date last written below.

CITY OF SAINT PAUL

Thomas Smith, Chief of Police
Dated: _____

Director, Office of Technology &
Communications (OTC)
Dated: _____

Director, Office of Financial Services
Dated: _____

Approved as to form:

Assistant City Attorney
Dated: _____

Christopher B. Coleman, Mayor
Dated: _____

RAMSEY COUNTY

Rafael Ortega, Chair
Board of Ramsey County Commissioners
Dated: _____

Approval Recommended:

Carol Roberts, Director of Community Corrections
Dated: _____

Approved as to form:

Assistant County Attorney
Dated: _____