


**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department (SPPD), is requesting authorization to enter into
 2 the attached amendment to the Joint Powers Agreement with the City of White Bear Lake (02-13364-I)
 3 for wireless network and support services; and
 4
 5 WHEREAS, this agreement shall amend the Joint Powers Agreement to provide the City of White Bear
 6 a connection to the SPPD's Computer Aided Dispatch (CAD) system, for their mobile CAD system, for
 7 an annual fee; and
 8
 9 THEREFORE BE IT RESOLVED, the Saint Paul City Council authorizes the City of Saint Paul to enter
 10 into, and Chief Thomas E. Smith to implement, the attached amended agreement with the City of White
 11 Bear Lake.
 12

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Lantry			
Stark			
Thao			
Thune			
Tolbert			

Requested by Department of: **POLICE**

 By: **Thomas E. Smith, Chief of Police**

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: _____

AMENDMENT TO JOINT POWERS AGREEMENT
Between the City of Saint Paul and City of White Bear Lake
For Wireless Network and Support Services

This is an Amendment to the December 17, 2004, Joint Powers Agreement between the City of Saint Paul (“City”), a Minnesota municipality, and the City of White Bear Lake (“White Bear Lake”), a Minnesota municipality, for wireless network and support services (“2004 JPA”).

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

WHEREAS, wireless network services to White Bear Lake include connectivity for 14 in-squad mobile devices to systems that contain Criminal Justice Information; and

WHEREAS, effective October 1, 2013, the FBI’s Criminal Justice Information Services (“CJIS”) Security Policy will require that all mobile devices with connectivity to systems containing Criminal Justice Information be secured by multi-factor advanced authentication;

WHEREAS, the City is prepared to install CJIS-compliant multi-factor advanced authentication on mobile devices with connectivity to systems that contain Criminal Justice Information; and

WHEREAS, the City and White Bear Lake have reached agreement on the terms and conditions under which the City will provide multi-factor advanced authentication for 14 mobile in-squad devices as outlined below;

NOW THEREFORE, IT IS HEREBY AGREED, by and between the parties, in consideration of the mutual terms and conditions, promises, covenants, and payments set forth in this agreement, to amend the 2004 JPA as follows:

1. Paragraph 1.C. is amended as follows:

St. Paul shall provide the technology and services included in Section 1B through five phases described below:

Phase 1: Wireless connectivity for ~~10~~ 14 squads to Computer Aided Dispatch (CAD). This includes the Aether Packet Cluster software maintenance and wireless subscription fees for CAD dispatching, MINCIS, NCIC and Alert, as well as multi-factor advanced authentication. Additional functionality includes intra squad messaging.

This includes:

- ~~10~~ 14 View Packet Cluster Licenses
- ~~10~~ 14 RMS CAD Wireless

10 14 Modems with connectors
14 Licenses and Associated Hardware for Multi-factor Advanced Authentication

2. Paragraph 1.C. is amended to add the following terms:

Multi-factor Advanced Authentication. The City will provide multi-factor advanced authentication licenses and associated hardware for up to 14 mobile devices. White Bear Lake agrees to ensure that all devices that connect to systems containing Criminal Justice Information will be secured by multi-factor advanced authentication. White Bear Lake agrees to pay for multi-factor advanced authentication licenses, support and maintenance, and associated hardware at the following prices and rates:

One time license fees:

Licensee fees for 2FA licenses (each) _____ \$46.55

Ongoing support fees:

Maintenance and support (per license /per year) _____ \$8.33

Equipment:

White Bear Lake may purchase Card Readers and Authentication Cards or Disks for multi-factor advanced authentication for all connected mobile devices from the City at the following rates:

Proximity Card Reader (each) _____ \$99.00

Authentication Card (each) _____ \$5.00

Adhesive Disks (each) _____ \$6.25

White Bear Lake agrees to pay the City amounts due under this Amendment within thirty-five (35) days of receipt of the City's invoice.

3. Paragraph 6. is amended as follows:

Term/Cancellation. This Agreement will be affective remain in effect until termination by either party, which may be effectuated without cause, upon 180 (one hundred eighty) day's prior written notice, to the other party. Unless terminated earlier under this section, this Agreement will terminate on December 31, 2014. If the monthly fee is to increase, St. Paul Police Department will notify White Bear Lake in writing prior to July 1 of current year for any increase in the upcoming year, except as otherwise agreed in this Amendment.

IN WITNESS WHEREOF, the City of Saint Paul and City of White Bear Lake have executed this Agreement on the date last written below. The City of Saint Paul and the City of White Bear Lake agree that all other terms and provisions of the 2004 JPA remain in full force and effect.

CITY OF SAINT PAUL

Thomas Smith, Chief of Police

Dated: _____

Director, Office of Financial Services

Dated: _____

Christopher B. Coleman, Mayor

Dated: _____

Approved as to form:

City Attorney

Dated: _____

CITY OF WHITE BEAR LAKE



White Bear Lake Police Department

Mary Jo Emerson, Mayor

Dated: 9/24/13



Mark Sather, City Manager

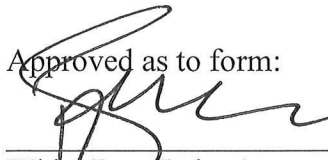
Dated: 9/11/13

Funds Available: _____

Budgeting and Accounting Office

Dated: _____

Approved as to form:



White Bear Lake Attorney

Dated: Oct 8, 2013

JOINT POWERS AGREEMENT

Between the City of Saint Paul and White Bear Lake

THIS AGREEMENT, is made and entered into this 17th day of December, 2004 by and between the City of Saint Paul (Ramsey County, Minnesota) hereinafter referred to as "the City" and the City of White Bear Lake, (Ramsey County, Minnesota), hereinafter referred to as "White Bear Lake."

WHEREAS, the City of Saint Paul and White Bear Lake, pursuant to the provisions of Minnesota Statutes, Chapter §471.59 are authorized to enter into an agreement to exercise jointly the governmental powers and functions each has individually; and

WHEREAS, the City's Police Department is authorized to provide, Wireless Report Writing and Report Management System Services ("WRW&RMS") and other related support services and has expertise in these services; and,

WHEREAS, the City wishes to extend the expertise of its WRW&RMS services staff to other local governments to help all parties achieve operating efficiencies and to secure for them WRW&RMS services, and other related support services;

WHEREAS, White Bear Lake wishes to take advantage of these benefits and services;

▶ NOW, THEREFORE, IT IS HEREBY AGREED, by and between the parties hereto as follows:

1. **Scope of WRW&RMS Services.** The City, through its Police Department, pursuant to authority set forth in the Saint Paul City Charter, Codes and applicable State Statutes, shall provide initial and on-going WRW&RMS Services, and other related support services as requested by White Bear Lake in accordance with applicable Statutes, policies, and the City's currently held software, licensing, network, systems, CAD system, support and maintenance agreements. The WRW&RMS Services to be provided White Bear Lake under this Agreement includes the below indicated services with their related costs and is conditioned upon certain actions and payments by White Bear Lake also defined below.

A. White Bear Lake will provide:

Laptop computers in their squads, including mounts and desktop computers in offices.

This includes the cost of mounts and installation. Note: St. Paul Radio Shop is available to install equipment at an additional cost.

B. Following White Bear Lake's purchase and installation of ten laptop computers in its assigned police department vehicles, in compliance with specifications provided by the computer vendor or the City of St. Paul Police Department, the City of St. Paul Police Department will provide the services, technology, labor, and software to allow ten vehicles and multiple departmental desktop computers of White Bear Lake to fully access and utilize, subject to mutually agreed upon limitations, the St. Paul Wireless Report Writing and Report Management System Services including the following functions:

a. Conduct Queries to include:

- Name
- Address
- Vehicle
- Case Number (agency specific)
- Incident Code
- CAD
- Employee Tracking
- Property

b. Management Case Flow and Records

- Review Functions
- Reconciliation of CAD and Police Records
- Distribution of Police Reports to Units
- Capability to note and close reports automatically
- User Administration Utilities
- Export Police Reports to Others (PDF & RTF formats)

c. Multi-Access

- Users can give access to other agencies
- Upgraded Server, Oracle, Packet Cluster & Packet Writer Software
- Improved Import Service (XML), Packet Writer to RMS
- User Administration Utilities
- Export Police and Administrative Data Reports to Others (PDF & RTF, Word Document formats)

d. Multi-Agency Administrative Supports

- Users can give access to other agencies
- Upgraded Server, Oracle, Packet Cluster & Packet Writer Software
- Improved Import Service (XML), Packet Writer to RMS
- Property Room Integration – July 2005
- Legacy Data
- System support 24/7
- User Group input on future system developments

C. St. Paul shall provide the technology and services included in Section 1B through five phases described below:

Phase 1: Wireless connectivity for 10 squads to Computer Aided Dispatch (CAD). This includes the Aether Packet Cluster software maintenance and wireless subscription fees for CAD dispatching, MINCIS, NCIC and Alert. Additional functionality includes intra squad messaging.

This includes:

- 10 View Packet Cluster Licenses
- 10 RMS CAD Wireless
- 10 Modems with connectors

Phase 2: The City Police Department will provide, as mutually agreed to by the parties, access to various Internet sites. Potential sites include: Department of Vehicle Services (DVS), DVS traffic accident reporting, CrimNet and others as needed.

Phase 3: The City Police Department will provide wireless police report writing, installation, and training for Records Management System (RMS).

- 15 Packet Writer installations
- 15 Packet Writer maintenance
- 20 View police reports only Records Management System (RMS)

Phase 4: The City Police Department will provide wireless access to White Bear Lake police reports. This includes access by CN number, address, and name.

Phase 5: White Bear Lake will provide the City Police Department access to archived police report data. The City Police Department will then assist White Bear Lake by uploading the archived data into White Bear Lake's new RMS. The City Police Department will work with White Bear Lake to develop an appropriate way to report crime stats.

Deliverables will be contingent upon the execution of the agreement but to be delivered no later than July 2005.

D. White Bear Lake Payment: In exchange for the above White Bear Lake agrees to pay:

One time (up front payment) due on contract signing	\$30,545
Plus on-going monthly payment	\$ 3,008

2. **Designated Representative.** As part of any request for WRW&RMS Services, White Bear Lake agrees to designate an individual who can serve as a point of contact for WRW&RMS services staff in the provision of any service mutually agreed upon. This individual shall have the authority to transmit instructions, provide required information, and assist in resolving any

questions or issues that may arise. This individual shall also provide copies of any relevant policies, procedures, or standards adopted by White Bear Lake that may have an impact on the manner in which City WRW&RMS services staff delivers the requested service. White Bear Lake further agrees to provide a representative to participate in an advisory user group.

3. **Local Funding.** In participating in such joint WRW&RMS services activities, the City and White Bear Lake agree that neither party shall assume any responsibility for the accountability of funds expended by the other or compliance with applicable Minnesota Statutes or other laws. Each party is responsible for any particular purchase order it issues or purchases from outside vendors.
4. **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 the Minnesota Torts Claims Act, Minnesota Statutes Chapter 466, *et seq.* and other applicable law.
5. **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, subd. 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.

6. **Term/Cancellation.** This Agreement will be affective until termination by either party, which may be effectuated without cause, upon 180 (one hundred eighty) days prior written notice, to the other party. If the monthly fee is to increase, St. Paul Police Department will notify White Bear Lake in writing prior to July 1 of current year for any increase in the upcoming year.

7. **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.

8. **Amendments.** Any amendment or modification to this Agreement shall be in writing and shall not be effective until executed by all parties to this Agreement.

9. **Entire Agreement.** This Agreement contains the entire Agreement between the parties with regard to the matters set forth herein.

IN WITNESS WHEREOF, the City and White Bear Lake have executed this agreement the day and year first above-written.

CITY OF SAINT PAUL

WHITE BEAR LAKE

Approved as to form:

Approved as to form:

Assistant City Attorney

City Attorney

John H. Kelly
Chief of Police

Lorne Peller Sands
Chief of Police

Randy Kelly, Mayor

Paul Auger, Mayor

Director, Office of Financial Services

Mark Sather, City Manager

to
CF 04-699