

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department (SPPD) is authorized to enter into the attached
 2 Joint Powers Agreement with the City of North Saint Paul for wireless network and support services, and
 3
 4 WHEREAS, this agreement shall provide the City of North Saint Paul a connection to the SPPD's CAD
 5 system for their mobile CAD system for an annual fee; and
 6
 7 THEREFORE BE IT RESOLVED, the Saint Paul City Council authorized the City of Saint Paul to enter
 8 into, and Chief Thomas E. Smith to implement the attached agreement with the City of North Saint Paul.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Carter			
Lantry			
Stark			
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: _____

Form Approved by Mayor for Submission to Council

By: _____

Approved by Mayor: Date _____

By: _____

JOINT POWERS AGREEMENT
Between the City of Saint Paul and City of North St. Paul
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 City of North St. Paul, Ramsey County, Minnesota (hereinafter referred to as "North St. Paul") a political subdivision of the State of Minnesota.

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

WHEREAS, The City and North St. Paul have entered into agreements for North St. Paul to have the use of a CAD system owned by the City ("City CAD System"); and

WHEREAS, North St. Paul wishes to also utilize a Wireless Network for connectivity to North St. Paul's Department's laptops, accessing the City CAD System; and

WHEREAS, The City and North St. Paul have reached agreement on the terms and conditions under which the SPPD will extend its City CAD access and the expertise of its Technology Unit staff to the North St. Paul's Department 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 North St. Paul a connection to the City CAD System for their mobile CAD system. Additional services may be provided pursuant to the Additional Services Section, I-F of this Agreement.

B. System Description

- 1) **Components** - The System consists the City CAD System and 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 Application Programming Interface (API) between City CAD and the North St. Paul system.

- 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 and exchange wireless messages between squads and dispatchers from the City CAD System without transmitting radio traffic.

C. Description of Connectivity Services.

The services to be provided by the SPPD to North St. Paul under this Agreement area as follows:

- 1) **System Connectivity** - The SPPD shall provide North St. Paul with connectivity which will allow North St. Paul access to:
 - a) **Records Management System (RMS)** - SPPD developed software that is used to manage police reports.
- 2) **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.
- 3) **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) **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;
 - b) **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. Ownership

- 1) **Hardware** - North St. Paul will own all hardware purchased by North St. Paul for the Connection to RMS.
- 2) **Software** - The SPPD will be the licensee of all software related to RMS.

E. Access

The SPPD cannot limit North St. Paul's access without North St. Paul's agreement, unless such limitation is necessary because of spam, viruses, cloning, denial of service

attacks, and other events that the SPPD determines may or will affect the security or integrity of the City CAD or RMS systems.

F. Additional Services

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

- 1) Data requests; and
- 2) On-call/After-hours support for functional problem resolution not system critical for software provided under this Agreement.

II. North St. Paul Responsibilities

North St. Paul shall:

A. Compatibility

Provide only new computer equipment 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 City CAD and RMS. Failure to maintain the proper compatibility of all computer equipment connected to SPPD services under this Agreement, including operating system software, will not preclude the SPPD from upgrading the software or hardware as needed to maintain the City CAD and RMS. The SPPD and North St. Paul shall meet in good faith to discuss the replacement plan. The SPPD reserves the rights to terminate this Agreement if North St. Paul does not comply with the provisions of this paragraph;

B. North St. Paul Additional Software

- 1) Should North St. Paul decide to install additional software on their computer equipment or alter the configuration of the computer equipment, it does so at its own risk.
- 2) North St. Paul 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 City CAD or RMS at North St. Paul's 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 North St. Paul computer equipment for testing purposes.
- 4) North St. Paul agrees to maintain additional software installed on the computer equipment in a configuration compatible with the City CAD and RMS.
- 5) If at any time the computer equipment configurations implemented by North St. Paul, or at the request of North St. Paul, interferes with operations of the City CAD or RMS, or if software conflicts develop between software required for the successful use of the City CAD or RMS and additional software installed by North St. Paul or at the request of North St. Paul, the SPPD will charge at the

above rate to correct the problem. North St. Paul 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, North St. Paul agrees to remove the additional software so that the City CAD or RMS 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 City CAD or RMS, the SPPD may require immediate steps to be taken to restore the City CAD or RMS. These immediate steps may include the immediate removal or disabling of the software or the temporary termination of North St. Paul's connection to the City CAD or RMS.

C. Anti-Virus Software

Purchase licenses for and install anti-virus software on the computer equipment compatible with the operating system software, and City CAD or RMS.

E. North St. Paul Experts

North St. Paul will continue to provide their own experts in the operation of computer equipment used in the City CAD or RMS. These North St. Paul employee experts will be local experts serving as initial resources for North St. Paul staff with questions on the basic operation of the computer equipment, City CAD or RMS

F. North St. Paul Non-Essential Additional Applications and Services

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

III. Cost/Payment

A. Annual Fee

The Agreement covers maintenance and annual licensing costs for a single RMS license, and the maintenance of the RMS Server. The costs are as follows:

Agency	Number of licenses	Cost per license	Total cost for RMS
North St. Paul	1	\$172.43	\$172.43

Agency	Number of devices	Cost per device/year	Total cost for Server Replacement for RSPC RMS
North St. Paul	1	\$208.33	\$208.33

Total Yearly Cost	\$380.76
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B. Additional Costs

Additional service charges will be billed at an hourly rate of \$75.00/hour. These additional service charges cover the below services:

- 1) Data requests; and
- 2) 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 Yearly Rates

The Yearly Fees set forth above shall remain in effect through January 1, 2015, unless by April 1st of each year of the Agreement, starting January 2, 2012 and thereafter, the SPPD will notify North St. Paul's Department, in writing, of any increase in the Yearly 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 North St. Paul's 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 City CAD or RMS 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: Assistant Chief Kathy Wuorinen, Support Services
Address: 367 Grove Street, St. Paul, MN 55101-2416
Tel: 652-266-5545
E-mail: Kathy.Wuorinen@ci.stpaul.mn.us

North St. Paul

Title: Chief Tom Lauth
Address: 2526 7th Avenue East, North St. Paul, MN 55109
Tel: 651 748-2534
E-mail:

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.)

North St. Paul

Title: Doug Barber
Address: 2660 Civic Center Drive, Roseville, MN 55113
Tel: 651-792-7096
E-mail: Doug.barber@ci.roseville.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. North St. Paul's contact shall also provide copies to the SPPD's contact of any relevant

policies, procedures, or standards adopted by North St. Paul's Department 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, subs. 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 terminate the portion of this agreement related to the Records Management System without cause upon a 90 day written notice to either party. The remainder of the processes and services listed under this agreement may be terminated without cause upon a one year written notice to either party. This agreement may be terminated at any time by mutual agreement of both parties.

C. License and Maintenance Fees

Should termination by North St. Paul 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 North St. Paul by the SPPD, North St. Paul 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, regardless of when the termination of this Agreement takes effect.

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 City of North St. Paul have executed this Agreement on the date last written below.

CITY OF SAINT PAUL

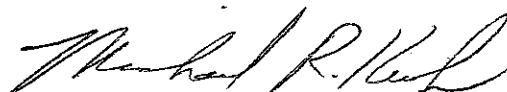
CITY OF NORTH ST. PAUL

Thomas Smith, Chief of Police
Dated: _____



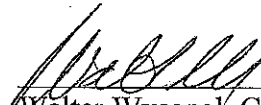
Tom Lauth, Chief of Police
Dated: 04-19-2013

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



Michael Kuehn, Mayor
Dated: 4/19/13

Director, Office of Financial Services
Dated: _____




Walter Wysopal, City Manager
Dated: 4/18/13

Approved as to form:

Approved as to form:

Assistant City Attorney
Dated: _____



City Attorney
Dated: 4/22/13

Christopher B. Coleman, Mayor
Dated: _____