

## 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 amendment to the Joint Powers Agreement with the City of Mounds View (Council Resolution 04-326) for  
 3 wireless network and support services, and  
 4  
 5 WHEREAS, this agreement shall amend the Joint Powers Agreement to provide the City of Mounds View  
 6 a connection to the SPPD's Computer Aided Dispatch (CAD) system for their mobile CAD system for an  
 7 annual fee; and  
 8  
 9 THEREFORE BE IT RESOLVED, the Saint Paul City Council authorized the City of Saint Paul to enter  
 10 into, and Chief Thomas E. Smith to implement the attached agreement with the City of Mounds View.

	Yeas	Nays	Absent
Bostrom			
Brendmoen			
Khaliq (Interim)			
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: \_\_\_\_\_

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 Mounds View  
For Wireless Network and Support Services

This is an Amendment to the February 23, 2004, Joint Powers Agreement between the City of Saint Paul ("City"), a Minnesota municipality, and the City of Mounds View ("Mounds View"), a Minnesota municipality, for wireless network and support services ("2004 JPA").

WHEREAS, the City and Mounds View, 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 Mounds View, 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 Mounds View include connectivity for 9 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 Mounds View have reached agreement on the terms and conditions under which the City will provide multi-factor advanced authentication for 9 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.B. is amended as follows:

St. Paul will provide the following in phases:

**Phase 1:** Wireless connectivity for 6 9 squads to Computer Aided Dispatch (CAD). This includes the Aether Packet Cluster 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:

6 9 View Packet Cluster Licenses

6 9 RMS CAD Wireless

9 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 9 mobile devices. Mounds View agrees to ensure that all devices that connect to systems containing Criminal Justice Information will be secured by multi-factor advanced authentication. Mounds View 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:

<u>Licensee fees for 2FA licenses (each)</u>	<u>\$46.55</u>
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Ongoing support fees:

<u>Maintenance and support (per license /per year)</u>	<u>\$8.33</u>
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Equipment:

Mounds View 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:

<u>Proximity Card Reader (each)</u>	<u>\$99.00</u>
<u>Authentication Card (each)</u>	<u>\$5.00</u>
<u>Adhesive Disks (each)</u>	<u>\$6.25</u>

Mounds View agrees to pay the City for 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 ~~effective~~ remain in effect until termination by either party, which may be effectuated without cause, upon 90 (ninety) day's prior written notice, to the other party. Unless terminated earlier under this section, this Agreement will terminate on December 31, 2014.

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

**CITY OF SAINT PAUL**

**CITY OF MOUNDS VIEW**

\_\_\_\_\_  
Thomas Smith, Chief of Police  
Dated: \_\_\_\_\_

Thomas A. Kinney  
Tom Kinney, Chief of Police  
Dated: 9/30/13

\_\_\_\_\_  
Director, Office of Financial Services  
Dated: \_\_\_\_\_

James Eelerson  
City Administrator  
Dated: 9/30/13

\_\_\_\_\_  
Christopher B. Coleman, Mayor  
Dated: \_\_\_\_\_

Joe Flaherty  
Joe Flaherty, Mayor  
Dated: 10/4/13

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney  
Dated: \_\_\_\_\_

N/A  
Assistant Mounds View Attorney  
Dated: \_\_\_\_\_

RESOLUTION NO. 8156

CITY OF MOUNDS VIEW  
COUNTY OF RAMSEY  
STATE OF MINNESOTA

APPROVAL OF AN AMENDMENT TO THE JOINT POWERS AGREEMENT  
BETWEEN THE CITY OF ST. PAUL AND THE CITY OF MOUNDS VIEW FOR  
WIRELESS NETWORK AND SUPPORT SERVICES

**WHEREAS**, The Mounds View Police Department has had an agreement with the city of St. Paul since 2004 providing use of a report writing system, wireless network and records management system (RMS); and

**WHEREAS**, an amendment to the original joint powers agreement offers the City of Mounds View continued connection for all of Mounds View's mobile laptops through a wireless network; and

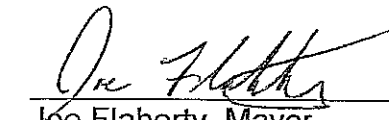
**WHEREAS**, the amendment is necessary due to the new FBI security policy for the Criminal Justice Information Services (CJIS) requiring a dual authentication process for all mobile computer devices; and

**WHEREAS**, this dual authentication process requires a password and a new card reader system to access the CJIS network; and

**WHEREAS**, St. Paul is offering nine card readers for each Mounds View computer device, along with required license fees and on-going support fees at a total additional cost of \$1,933.72.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mounds View, Ramsey County, Minnesota to approve the amendment to the Joint Powers Agreement between the city of St. Paul and the City of Mounds View for wireless network and support services at an additional cost of \$1,933.72.

Adopted this 23<sup>rd</sup> day of September 2013.

  
\_\_\_\_\_  
Joe Flaherty, Mayor

ATTEST:

  
\_\_\_\_\_  
Jim Ericson, City Administrator

(seal)

## JOINT POWERS AGREEMENT

Between the City of Saint Paul and Mounds View

THIS AGREEMENT, is made and entered into this 23<sup>rd</sup> day of February, 2004 by and between the City of Saint Paul (Ramsey County, Minnesota) hereinafter referred to as "the City" and the City of Mounds View, (Ramsey County, Minnesota), hereinafter referred to as "Mounds View."

WHEREAS, the City of Saint Paul and Mounds View, 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, Mounds View 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 WRW&RMS Services, and other related support services as requested by Mounds View 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 Mounds View under this Agreement includes the below indicated services with their related costs:

A. Mounds View will provide:

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

B. St. Paul will provide the following in phases:

**Phase 1:** Wireless connectivity for 6 squads to Computer Aided Dispatch (CAD). This includes the Aether Packet Cluster and wireless subscription fees for CAD dispatching, MINCIS, NCIC and Alert. Additional functionality includes intra squad messaging.

This includes:

6 View Packet Cluster Licenses  
6 RMS CAD Wireless.

**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), CrimNet and others.

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

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

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

C. Mounds View Payment: In exchange for the above Mounds View agrees to pay:

One time (up front payment) due on contract signing	\$14,310
Plus on-going monthly payment	\$ 2,572

2. **Designated Representative.** As part of any request for WRW&RMS Services, Mounds View 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 Mounds View that may have an impact on the manner in which City WRW&RMS Services staff delivers the requested service. Mounds View 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 Mounds View 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

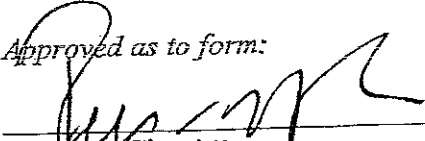


particular Minn. Stat. §§ 13.05, subd. 6 & 11 and 13.37, subd. 1(b). All of the data created, collected, received, stored, used, maintained, or disseminated by the parties in performing functions under the Agreement is subject to the requirements of Minnesota Government Data Practices Act and all parties 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.

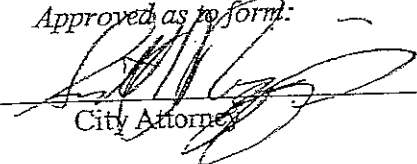
6. **Term/Cancellation.** This Agreement will be affective until termination by either party, which may be effectuated without cause, upon 90 (ninety) day's prior written notice, to the other party.
7. **Assignment.** Neither party to this Agreement shall assign, delegate or transfer any rights or obligations 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.

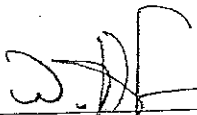
IN WITNESS WHEREOF, the City and Mounds View have executed this agreement the day and year first above-written.


**CITY OF SAINT PAUL**

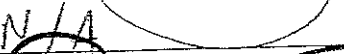
Approved as to form:  
  
Assistant City Attorney

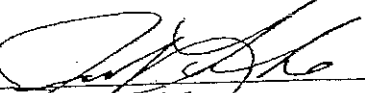
**MOUNDS VIEW**

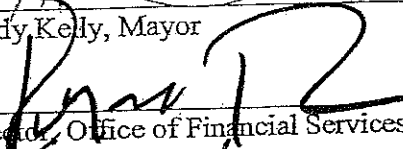
Approved as to form:  
  
City Attorney

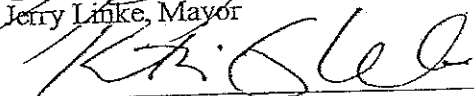
  
\_\_\_\_\_  
Chief of Police

  
\_\_\_\_\_  
Michael Sommer, Chief of Police

  
\_\_\_\_\_  
Randy Kelly, Mayor

  
\_\_\_\_\_  
Jeffry Linke, Mayor

  
\_\_\_\_\_  
Director, Office of Financial Services

  
\_\_\_\_\_  
Kurt Ulrich, City Administrator