

**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 Sheriff's Office, 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:

13 **2100 (436) Police Special Revenue - Accounting Unit 1034152 (34152)**

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	9,050
54150 (0393)	Software	15,075	15,075	30,150
	TOTAL:	281,265	19,600	300,865
Financing Changes				
44125 (4399)	Wireless Services	281,265	19,600	300,865
	TOTAL:	281,265	19,600	300,865

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

Form Approved by City Attorney

By: _____

Form Approved by Mayor for Submission to Council

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

JOINT POWERS AGREEMENT
Between the City of Saint Paul and Ramsey County
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 (hereinafter referred to as the "County"), a political subdivision of the State of Minnesota, through the Ramsey County Sheriff's Office (hereinafter referred to as the "Sheriff").

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 functions 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, The County operates an Emergency Communications Center ("ECC") that uses a CAD system owned by the City ("City CAD System"); and

WHEREAS, The Sheriff is currently utilizing a wireless network ("Wireless Network") for connectivity between the ECC and the Sheriff's laptops through "Message Switch"; and

WHEREAS, The Sheriff wishes to continue to utilize the Wireless Network for connectivity between the ECC and the Sheriff's laptops through the Message Switch accessing the City CAD System; 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

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 the Sheriff 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 the Sheriff a connection to the City CAD System, through a Message Switch via a Wireless Network System ("System") for use by the Sheriff as described herein. 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 the Sheriff under this Agreement are as follows:

- 1) **System Connectivity** - The SPPD shall provide the Sheriff with wireless connectivity which will allow the Sheriff to perform the following functions using the indicated software:
 - a) **Criminal Justice Data Network (CJDN)** –Used to send and receive data accessed through the Minnesota Bureau of Criminal Apprehension (BCA). These systems include Warrants, Gang and Order for Protection Files, Minnesota Computerized Criminal History (CCH), National Weather Service Reports, Driver and Vehicle Services Files and Photos, National Crime Information Center (NCIC), National Law Enforcement Telecommunications System (NLETS), Minnesota Repository of Arrest Photos (MRAP), Criminal History Record Maintenance System (CHRMS), and service delivery such as the Integrated Search Services (ISS).
 - Mobile Devices – software
 - b) **InterAct 911** – (formerly Bio-Key, Cerulean, Aether) – Providers of:
 - i. MobileCop - used on laptops for CAD connection and messaging between squad cars.
 - Mobile Devices – software

- c) **Software used to remotely manage the computers** – Allows the City’s Office of Technology & Communications (“OTC”) the ability to install updates and fix problems without having the officers bring the computers to the office.
 - Mobile Devices – software
 - d) **McAfee** – Software that protects a device from computer virus threats.
 - Mobile Devices – software
 - e) **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 the Sheriff access to various specific Internet sites. Potential sites include but are not limited to: Department of Motor Vehicle Services (DVS), DVS traffic accident reporting, NCIC queries, CrimNet and others as needed
 - 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 the Sheriff. The cost for this service is covered under Section III. of this 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 Sheriff's 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.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 the Sheriff 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 the Sheriff 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, the Sheriff will arrange for wireless services and wireless cards for laptops from the SPPD selected vendor. The Sheriff will also make arrangements for billing to the Sheriff 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 the Sheriff, the SPPD may offer to act as account manager for

vendor wireless services provided for the Sheriff laptops. In such event, the SPPD will add to its monthly bill to the Sheriff 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 the Sheriff.

D. Ownership

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

E. Access

The SPPD cannot limit the Sheriff's access to the Internet without the Sheriff's 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 the Sheriff access to the Sheriff's IP servers in order to access the Sheriff records management system and state of Minnesota law enforcement sites.

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. Sheriff Responsibilities

The Sheriff shall:

A. Compatibility

Provide only new laptops that will be connected to the 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 the SPPD services under this Agreement, including the laptop

operating system software, will not preclude the SPPD from upgrading the software or hardware as needed to maintain the Wireless Network. The SPPD reserves the rights to terminate this Agreement if the Sheriff does not comply with the provisions of this paragraph;

B. Sheriff Additional Software

- 1) Should the Sheriff decide to install additional software on its laptops or alter the configuration of the laptops, it does so at its own risk.
- 2) The Sheriff 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 the Sheriff'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 Sheriff laptop(s) for testing purposes.
- 4) The Sheriff 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 the Sheriff, or at the request of the Sheriff, interfere with operation 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 the Sheriff or at the request of the Sheriff, the SPPD will charge at the above rate to correct the problem. The Sheriff 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 Sheriff 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 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 the Sheriff connection to the Wireless Network.
- 6) The Sheriff may request the SPPD to prepare a program installation file and wirelessly distribute to Sheriff 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 Sheriff will be charged at the above rate. Charges incurred by the Sheriff for these services will be added to monthly charges billed to the Sheriff. 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 Sheriff 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. CJDN
Pay State CJDN (Criminal Justice Data Network) charges for MDC (Mobile Data Computer) connection of their laptops to the State network. The Sheriff agrees to promptly provide the SPPD with current State ID numbers for the Sheriff laptops connected to CJDN;
- E. Sheriff Experts
The Sheriff will continue to provide its own experts in the operation of laptops used in the Wireless Network. These Sheriff employee experts will be local experts serving as initial resources for Sheriff staff with questions on the basic operation of the laptops, CAD functions and query functions;
- F. Sheriff Non-Essential Additional Applications and Services
The Sheriff will provide staff to be the sole resource for training, supervising and responding to questions on the operation of the Sheriff's SRA software application or any future applications or services installed by the Sheriff or at the Sheriff's request, and that are not determined by the SPPD to be essential for Agreement services offered by the SPPD;

III. Cost/Payment

A. Monthly Fee

This Agreement covers maintenance and annual licensing costs for software provided under this Agreement for all current devices. This maintenance is charged by the percentage of the OTC employee's time.

Mobile Devices	Ramsey County Sheriff
Hardware	\$714.29
Software	\$39,282.25
Support	\$23,114.37
Licenses	58
RMS	
Hardware	\$0.00
Software	\$0.00
Support	\$0.00
Licenses	0
Field Reporting System	
Hardware	\$0.00
Software	\$0.00
Support	\$0.00
Licenses	0
Total Yearly Bill	\$63,110.91
Total Monthly Bill	\$5,259.24

B. Additional Costs

Additional service charges will be billed at an hourly rate of \$75.00. 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 December 31, 2015, unless, no later than October 31 of each year of the Agreement, starting in 2012, the SPPD notifies the Sheriff, 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 the Sheriff'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 Wireless Network shall perform in accordance with the provisions of this Agreement and the specifications of the hardware and software manufacturers' users' 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

Ramsey County

Title: Sheriff Matt Bostrom
Address: 425 Grove Street, St. Paul, MN
Tel: 651-266-9333
E-mail: Matt.Bostrom@co.ramsey.mn.us

B. Technical Staff Contact

Each party has designated an individual to serve as a 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.)

Sheriff

Title: Commander Barry Vaughan, Information Services
Address: 425 Grove St., St. Paul, MN 55101
Tel: 651-266-9344
E-mail: barry.vaughan@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 the Sheriff'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, 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 and shall terminate on December 31, 2015.

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 the Sheriff take effect during a time period for which the SPPD has already paid license or maintenance fees, or for a time period for which such fees are due and payable by the SPPD, for any software purchased for use by the Sheriff by the SPPD, the Sheriff 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; explosions 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:

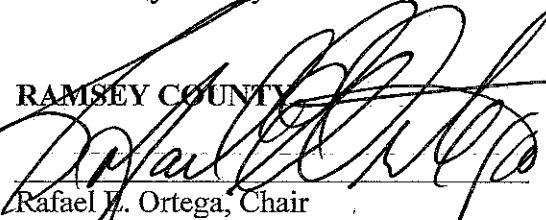
Assistant City Attorney

Dated: _____

Christopher B. Coleman, Mayor

Dated: _____

RAMSEY COUNTY



Rafael J. Ortega, Chair

Board of Ramsey County Commissioners

Dated: 3/10/12



Bonnie Jackelen, Chief Clerk

Board of Ramsey County Commissioners

Dated: 3/10/12

2012-209

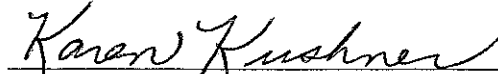
Approval Recommended:



Matt Bostrom, Ramsey County Sheriff

Dated: _____

Approved as to form:



Karen Kushner, Assistant County Attorney

Dated: 7/3/12