


**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department (SPPD) wishes to enter into the attached
 2 amendment to the Joint Powers Agreement with the City of New Brighton (02-12986-1), for wireless
 3 network and support services; and
 4
 5 WHEREAS, this agreement shall amend the Joint Powers Agreement to provide the City of New
 6 Brighton a connection to the SPPD's Computer Aided Dispatch (CAD) system for their mobile CAD
 7 system for an 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 amended agreement with the City of New
 11 Brighton.
 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: _____

SECOND AMENDMENT TO JOINT POWERS AGREEMENT
Between the City of Saint Paul and City of New Brighton
For Wireless Network and Support Services

This is a Second Amendment to the April 13, 2004, Joint Powers Agreement between the City of Saint Paul (“City”), a Minnesota municipality, and the City of New Brighton (“New Brighton”), a Minnesota municipality, for wireless network and support services (“2004 JPA”).

WHEREAS, the City and New Brighton, 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 New Brighton, 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 New Brighton include connectivity for 17 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 multiple factor 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 New Brighton have reached agreement on the terms and conditions under which the City will provide multi-factor advanced authentication for 17 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 ~~11~~ 17 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:

~~11~~ 17 View Packet Cluster Licenses

~~11~~ 17 RMS CAD Wireless

17 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 17 mobile devices. New Brighton agrees to ensure that all devices that connect to systems containing Criminal Justice Information will be secured by multi-factor advanced authentication. New Brighton 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:

New Brighton 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

New Brighton 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 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.

IN WITNESS WHEREOF, the City of Saint Paul and City of New Brighton have executed this Agreement on the date last written below. The City of Saint Paul and the City of New Brighton agree that all other terms and provisions of the 2004 JPA, as amended by agreement dated March 25, 2005, 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: _____

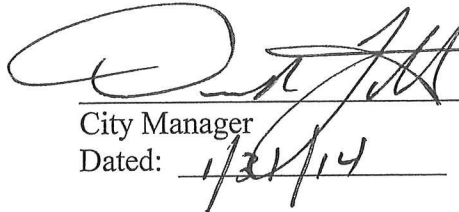
Approved as to form:

Assistant City Attorney
Dated: _____

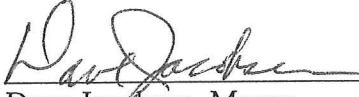
CITY OF NEW BRIGHTON



Bob Jacobson, Chief of Police
Dated: 2/3/14



City Manager
Dated: 1/21/14



Dave Jacobsen, Mayor
Dated: 1/28/14

Approved as to form:

N/A

Assistant New Brighton Attorney
Dated: _____

Amendment to Joint Powers Agreement

Between the City of Saint Paul and New Brighton

An amendment to Agreement #02-12986-I between The City of Saint Paul and New Brighton is being made and entered into this 25th day of March, 2005.

Inconsideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The City of Saint Paul and New Brighton agree to amend the above-mentioned contract as follows:

I. The City of Saint Paul and New Brighton shall agree to additional terms and conditions as outlined below and as set forth in its proposal of April 3rd, 2004. The additional terms and conditions shall include:

Section 1, paragraph B. St. Paul will provide the following in phases:

The City, through its Police Department, pursuant to authority set forth in the Saint Paul City Charter, Codes and applicable State Statutes, shall provide:

6 Additional Packet Cluster Licenses
1 Additional Packet Writer License

6 Additional Packet Cluster Installations
1 Additional Packet Writer Installations

Section 1, paragraph C: In exchange for additional Packet Writer and Packet Cluster licenses and installations, New Brighton additionally agrees to pay:

Additional one time (up front payment) due on contract signing	\$7,095
Plus additional on going monthly payment	\$ 585

II. The City of St. Paul and New Brighton agree to further amend this agreement to be able to add (up to 10 additional) at a future date Packet Cluster and Packet Writer licenses and installations.

In exchange for additional Packet Writer and Packet Cluster licenses and installations, New Brighton agrees to additionally pay:

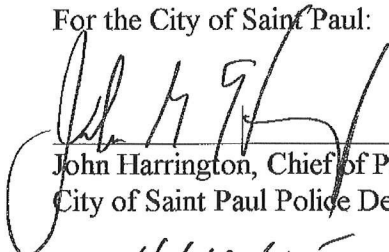
1 each Packet Writer (up-front costs)	\$ 795
1 each Packet Cluster (up-front costs)	\$1050
1 each monthly on going Packet Writer	\$ 15
1 each monthly on going Packet Cluster	\$ 95

That the New Brighton Designative Representative will give written notice directing the City

Police Department to add additional Packet Cluster and Packet Writer licenses and installations.

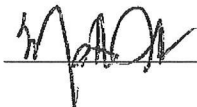
III. And, that The City of Saint Paul and New Brighton agree to abide by all of the terms and conditions of the original Agreement.

For the City of Saint Paul:

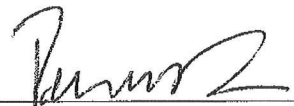


John Harrington, Chief of Police
City of Saint Paul Police Department
Date: 4/12/05

For New Brighton:



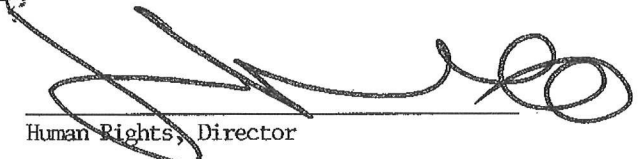
Approved as to form:



Assistant City Attorney
Date: 5-24-05



Financial Services



Human Rights, Director

JOINT POWERS AGREEMENT

Between the City of Saint Paul and New Brighton

THIS AGREEMENT, is made and entered into this 13th day of April, 2004 by and between the City of Saint Paul (Ramsey County, Minnesota) hereinafter referred to as "the City" and the City of New Brighton, (Ramsey County, Minnesota), hereinafter referred to as "New Brighton."

WHEREAS, the City of Saint Paul and New Brighton, 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, New Brighton 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 New Brighton 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 New Brighton under this Agreement includes the below indicated services with their related costs:

A. New Brighton 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. St. Paul will provide the following in phases:

Phase 1: Wireless connectivity for 11 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:

- 11 View Packet Cluster Licenses
- 11 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), 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).

- 1 Packet Cluster License
- 28 Packet Writer installations
- 28 Packet Writer maintenance
- 21 View police reports only Records Management System (RMS)

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

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

C. New Brighton Payment: In exchange for the above New Brighton agrees to pay:

One time (up front payment) due on contract signing	\$31,800
Plus on-going monthly payment	\$ 2,933

D. The City will provide written notice to New Brighton by July 1 of each year what the contract costs will for the subsequent calendar (fiscal) year.

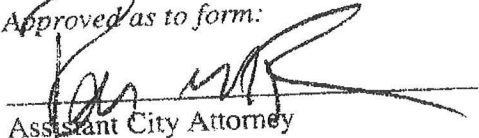
2. **Designated Representative.** As part of any request for WRW&RMS Services, New Brighton agrees to designate an individual who can serve as a point of contact for WRW&RMS Services staff in the provision of any service mutually agreed upon. This individual shall have the authority to transmit instructions, 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 New Brighton that may have an impact on the manner in which City WRW&RMS Services staff delivers the requested service. New Brighton 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 New Brighton 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.

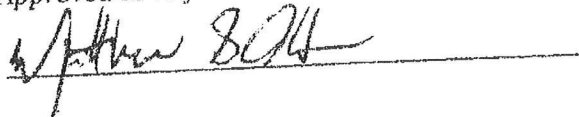
5. **Data Practices.** Nothing in this Agreement can be construed to be contrary to Minnesota Statutes, Chapter 13, Minnesota Government Data Practices Act, and in particular Minn. Stat. §§ 13.05, subd. 6 & 11 and 13.37, subd. 1(b). All of the data created, collected, received, stored, used, maintained, 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) 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 New Brighton have executed this agreement
the day and year first above-written.

CITY OF SAINT PAUL
Approved as to form:


Assistant City Attorney

New Brighton
Approved as to form:



St. Paul

New Brighton

[Handwritten signature]

[Handwritten signature]

Chief of Police

City Manager

[Handwritten signature]

[Handwritten signature]

Randy Kelly, Mayor

Mayor

[Handwritten signature]

Director, Office of Financial Services