

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the City of Saint Paul, Police Department is requesting authorization to enter into a Joint
 2 Powers Agreement with Ramsey County for operation of the Ramsey Tactical Information Center; and
 3
 4 WHEREAS, this agreement restates and amends the existing agreement for the sharing of space,
 5 equipment and Closed Circuit Television (CCTV) feeds within the Ramsey County Sheriff's Office East
 6 Metro Real Time Information Center; now known as the Ramsey Tactical Information Center (RTIC);
 7 and
 8
 9 WHEREAS, the agreement will document the operations and information exchange between the CCTV
 10 and RTIC; and
 11
 12 THEREFORE BE IT RESOLVED, the Saint Paul City Council authorized the City of Saint Paul to enter
 13 into, and Chief Thomas E. Smith to implement the attached agreement with the Ramsey County.
 14

	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: _____

JOINT POWERS AGREEMENT
Between the City of Saint Paul and Ramsey County
For Operation of the Ramsey Tactical Information Center

This is an agreement between the City of Saint Paul (“City”), a Minnesota municipality, on behalf of its Police Department (“SPPD”), and Ramsey County (“County”), a political subdivision of the State of Minnesota, on behalf of the Ramsey County Sheriff’s Office (“RCSO”).

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 function each has individually; and

WHEREAS, On July 26, 2011, the RCSO and the SPPD entered into a Memorandum of Understanding (“MOU”) for the sharing of space, equipment and Closed Circuit Television (“CCTV”) feeds within the RCSO’s East Metro Real-time Information Center (“EMRIC”), now known as the Ramsey Tactical Information Center (“RTIC”); and

WHEREAS, The parties now wish to restate and amend the MOU in the form of a Joint Powers Agreement to document the parties’ agreement as it pertains to CCTV and RTIC operations and information exchange; and

WHEREAS, The parties have reached agreement on the terms and conditions under which the SPPD and the RCSO will jointly operate the RTIC and under which the SPPD will provide access to law enforcement data and criminal history/criminal justice information to the RCSO for law enforcement and criminal justice purposes.

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

I. Property and Equipment

- A. The SPPD owns all of the personal property and equipment located in the RTIC except for the following property and equipment supplied by the RCSO and owned by the County:
- Custom built video server workstation (County property tag: H75784)
 - Printer (County property tag: CND1P10850)
 - Shredder (County property tag: 14867)
 - Computer (County property tag: 6XLLLM1)
 - Computer (County property tag: MJXAHE1)
- B. Each party agrees to be responsible for its own property and equipment. Each party also agrees upon the shared use of all property and equipment located within the RTIC, whether County-owned or City-owned.
- C. The SPPD has installed and agrees to maintain a Comcast connection within the RTIC, which will allow for the RCSO’s cameras to be operated from within the RTIC. The RCSO agrees to reimburse the City for the monthly Comcast charge

associated with maintaining the Comcast connection in order to support camera feeds for the County.

- D. The parties agree that County data lines will be allowed to run into the RTIC to create a County connection. Each party is responsible for its data and agrees to comply with the Information Exchange language below.

II. Information Exchange

- A. The RCSO and the SPPD are law enforcement agencies as defined in Minnesota Statutes §626.83 and criminal justice agencies as defined by 28 CFR § 20.3(g) and the FBI Criminal Justice Information Services (“CJIS”) Security Policy. Accordingly, the RCSO and SPPD are Authorized Recipients of criminal justice information and criminal history record information (“Criminal Justice/Criminal History Information”) for appropriate purposes.
- B. The SPPD will allow RCSO RTIC personnel access to law enforcement data collected and created by law enforcement agencies within Ramsey County, and stored and maintained on behalf of those agencies by the SPPD in its Records Management System (“RMS”), at a “read only” level. The SPPD will permit access to the law enforcement data to the RCSO only if such access is authorized by the originating agency.
- C. RCSO RTIC personnel will access law enforcement data and criminal justice/criminal history information only for law enforcement and criminal justice purposes. Both parties agree not to release data except as authorized by law.
- D. The RCSO acknowledges that the SPPD makes no warranties or representations whatsoever regarding the accuracy or completeness of data originating from and belonging to other agencies but accessed through the SPPD network.
- E. The RCSO and the SPPD agree to comply with the Minnesota Government Data Practices Act, 28 CFR Part 20, and the FBI’s CJIS Security Policy with respect to the collection, maintenance, storage, dissemination, use, and protection of law enforcement data and criminal history/criminal justice information.

III. Liability

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 Minnesota Statutes §§ 466.04 and 471.59, and other applicable law.

IV. 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.

V. Audit

Until the expiration of six (6) years after the termination of this Agreement, each party will, upon written request of the other party, make available to the requesting party, the State Auditor or the requesting party's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices relating to this Agreement. Both parties will comply with and address audit findings.

VI. Term/Termination

A. Term

This Agreement will be effective upon final execution by both parties through December 31, 2014, unless earlier terminated pursuant to the provisions of this Agreement. Thereafter, this Agreement will automatically renew for up to four additional one-year periods 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 at any time, with or without cause, upon 30 days' written notice to the other party.

VII. Assignment

Neither party to this Agreement may assign, delegate or transfer any rights or obligations under this Agreement without prior written consent from the other party.

VIII. Amendments

Any amendment or modification to this Agreement must be in writing and will not be effective until executed by both parties.

IX. Interpretation of Agreement; Venue

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

X. Severability

The provisions of this Agreement are severable, and if any provision hereof or the application of any such provision under any circumstances is held to be invalid, such

invalidity will not affect any other provision of this Agreement or the application of any other provision.

XI. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written negotiations.

IN WITNESS WHEREOF, the City of Saint Paul and Ramsey County have executed this Joint Powers Agreement on the date last written below.

CITY OF SAINT PAUL


RAMSEY COUNTY

Thomas Smith, Chief of Police
Dated: _____




Jim McDonough, Chair
Ramsey County Board of Commissioners

Christopher B. Coleman, Mayor
Dated: _____



Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioner
Dated: 11/14/14
2014-021

Director, Office of Financial Services
Dated: _____

Approval recommended:


Matt Bostron, Ramsey County Sheriff

Approved as to form:

Approved as to form:

Assistant City Attorney
Dated: _____



Karen Kushnaw 11/7/14
Assistant County Attorney