

## 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 Roseville for wireless network and support services, and  
3  
4 WHEREAS, this agreement shall provide the City of Roseville a connection to the SPPD's CAD system  
5 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 Roseville.

	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: \_\_\_\_\_

Approved by Mayor: Date \_\_\_\_\_

By: \_\_\_\_\_

Form Approved by Mayor for Submission to Council

By: \_\_\_\_\_

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

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

WHEREAS, Roseville wishes to also utilize a Wireless Network for connectivity between Roseville's Police Department's laptops, and the City CAD System; and

WHEREAS, The City and Roseville have reached agreement on the terms and conditions under which the SPPD will extend its City CAD System access and the expertise of its Technology Unit staff to Roseville's Police 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 Roseville a connection to the City CAD System for Roseville's 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 System and the Roseville mobile CAD system.

- 3) **Functionality** - The functional purposes of the System are to allow Roseville Police Department squad cars to: (i) wirelessly and without radio transmission receive dispatched calls for service from the City CAD System; (ii) to allow squads to transmit their status to the City CAD System; and (iii) 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 Roseville under this Agreement area as follows:

- 1) **System Connectivity** - The SPPD shall provide Roseville with connectivity and access to the SPPD-developed software used to manage police reports, commonly referred to as the **SPPD Records Management System (RMS)**.
- 2) **Expiration of service agreements** - If any relevant City or SPPD agreements with service providers are scheduled to expire during the term of this Agreement, the SPPD will enter into 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** - Roseville will own all hardware purchased by Roseville for the Connection to RMS.
- 2) **Software** - The SPPD will be the licensee of all software related to RMS.

E. Access

The SPPD will not limit Roseville's access without Roseville's written consent, 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. Roseville Responsibilities**

Roseville 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 Roseville shall meet in good faith to discuss the replacement plan. The SPPD reserves the rights to terminate this Agreement if Roseville does not comply with the provisions of this paragraph.

B. Roseville Additional Software

- 1) Should Roseville 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) Roseville 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 Roseville'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 Roseville computer equipment for testing purposes.
- 4) Roseville 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 Roseville, or at the request of Roseville, 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 Roseville or at the request of Roseville, the SPPD will charge at the above rate to correct the problem. Roseville 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, Roseville 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 Roseville'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. Roseville Experts

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

F. Roseville Non-Essential Additional Applications and Services

Roseville will provide staff to be the sole resource for training, supervising and responding to questions on the operation of Roseville's software application or any future applications or services installed by Roseville or at Roseville'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
Roseville	1	\$172.43	\$172.43

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

Total Annual Fee			\$380.76
------------------	--	--	----------

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

Except as provided herein, the Annual Fees and Additional Cost rates set forth above shall remain in effect through January 1, 2015. In the event of an increase in any Annual Fees or Additional Cost rate, the SPPD will notify Roseville's Police Department, in writing, no later than April 1 of the previous 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 Roseville'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](mailto:Kathy.Wuorinen@ci.stpaul.mn.us)

**Roseville**

Title: Chief Rick Mathwig  
Address: 2660 Civic Center Drive, Roseville, MN 55113  
Tel: 651-490-2255  
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](mailto: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](mailto: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.)

**Roseville**

Title: Doug Barber  
Address: 2660 Civic Center Drive, Roseville, MN 55113  
Tel: 651-792-7096  
E-mail: [Doug.barber@ci.roseville.mn.us](mailto: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. Roseville's contact shall also provide copies to the SPPD's contact of any relevant policies, procedures, or standards adopted by Roseville 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 shall 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 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 Roseville take effect during a time period for which the SPPD has already paid license or maintenance fees, or during a time period for which such fees are due and payable by the SPPD, for any software purchased for use by Roseville by the SPPD, Roseville 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.

**XIII. Governing Law; Venue**

This Agreement shall be interpreted and governed according to the laws of the State of Minnesota and any legal actions arising between the parties concerning the interpretation and/or enforcement of its provisions shall be venued within Ramsey County, Minnesota.

**IN WITNESS WHEREOF**, the City of Saint Paul and City of Roseville have executed this Agreement on the date last written below.

**CITY OF SAINT PAUL**

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

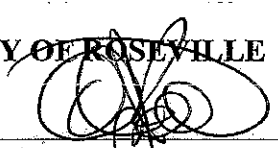
\_\_\_\_\_  
Director, Office of Technology &  
Communications (OTC)  
Dated: \_\_\_\_\_

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

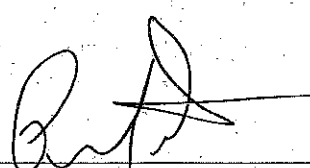
Approved as to form:

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

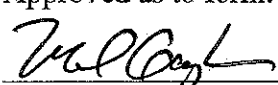
**CITY OF ROSEVILLE**

  
\_\_\_\_\_  
Daniel J. Roe, Mayor  
Dated: 5-13-13

  
\_\_\_\_\_  
William J. Malinen, City Manager  
Dated: 5/13/13

  
\_\_\_\_\_  
Rick Mathwig, Chief of Police  
Dated: 5/21/13

Approved as to form:

  
\_\_\_\_\_  
Roseville City Attorney  
Dated: 5/20/13

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

Dated: \_\_\_\_\_