



Le Sueur County, MN

Tuesday, June 16, 2015

Board Meeting

Item 7

11:15 am Dave Tietz, Sheriff (5 min)

RE: I-Mobile Contract

RE: Out-of-town Travel for Father George Grafsky and Sgt. Dave Struckman to the International Conference of Police Chaplains in Sacramento, California

Staff Contact:



Minnesota State Patrol

445 Minnesota Street • Suite 130 • Saint Paul, Minnesota 55101-5130
Phone: 651.201.7100 • Fax: 651.296.5937 • TTY: 651.282.6555
www.dps.state.mn.us

6/1/2015

Dear Sheriff Tietz,

We are writing your agency regarding the use of the State run I-Mobile program. In January of 2015, the Minnesota State Patrol mailed a new I-Mobile contract to your agency. As of 6/1/2015, we have not received a response, signed or declined contract.

Please have the appropriate authority(s) sign both contracts, and return the signed contracts and resolution to:

Kyle Christy
Minnesota State Patrol
445 Minnesota Street – Suite #130
Saint Paul, MN 55101-5130

Thank you,

Kyle Christy
Minnesota State Patrol
Headquarters Fleet Section
651-201-7141 (office)
Kyle.christy@state.mn.us

Alcohol
and Gambling
Enforcement

ARMER/911
Program

Bureau of
Criminal
Apprehension

Driver
and Vehicle
Services

Homeland
Security and
Emergency
Management

Minnesota
State Patrol

Office of
Communications

Office of
Justice Programs

Office of
Traffic Safety

State Fire
Marshal and
Pipeline Safety



EQUAL OPPORTUNITY EMPLOYER

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety, State Patrol Division ("State") and **Le Sueur County Sheriff's Department** ("Governmental Unit").

Recitals

Under Minn. Stat. §§ 471.59, subd. 3 and 10, the State is authorized to enter into joint powers agreements with Governmental Units within the state of Minnesota, and may charge the Governmental Unit for services provided;

Under Minn. Stat. § 299D.04, the State is authorized to enter into necessary agreements for participation in a nationwide police communication system;

Under Minn. Stat. § 626.76 the State has authority to assist other peace officers in the line of their duty and within the course of their employment;

Under Minn. Stat. § 299C.46, Subd 2., the Governmental Unit is defined as a Criminal Justice Agency; and throughout this Agreement will adhere to and maintain a valid Criminal Justice Data Communications Network Agreement with the Minnesota Bureau of Criminal Apprehension (BCA) for obtaining and accessing Criminal Justice Information System (CJIS) information;

Under Minn. Stat. §§ 171.12, 171.07 Subd. 1 (a) and 168.346, and United States Code, title 18, section 2721, # 1, the Governmental Unit's law enforcement officers are authorized access to driver and vehicle information and to driver license photos for use in carrying out their duties; and

Through this agreement, the Governmental Unit is requesting connection to and access to information provided by the State's I/Mobile System for the Governmental Unit's officers for obtaining information necessary to their duties while away from the office.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** 1/1/2015, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** 1/1/2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first. Upon expiration or termination of this agreement, the Governmental Unit must immediately discontinue accessing any information provided by the State's I/Mobile System as provided in this agreement.

2 Agreement between the Parties

The purpose of this agreement is for the State to provide the Governmental Unit with access to the State's I/Mobile system, through software purchased and installed by the Governmental Unit on the Governmental Unit's laptop computers mounted in the Government Unit's vehicle(s).

The properly installed software and system will give the Governmental Unit:

- a) The ability to run driver's license checks, vehicle checks, driver license photos and additional Criminal Justice Information System (CJIS) queries, authorized by the BCA. The Governmental Unit agrees, pursuant to Minn. Stat. § 171.07 Subd. 1a., driver license photos may be shared with law enforcement only for the purpose in the investigation and prosecution of crimes. The Governmental Unit further agrees that additional CJIS query data information is provided under Minn. Stat. § 13.82 Subd. 24., authorizing the exchange of information by law enforcement agencies provided the exchanged information is pertinent and necessary to the requesting agency in initiating, furthering, or completing an investigation, except no public personnel data.
- b) The Governmental Unit's officers will also be able to use the provided State's I/Mobile map to show all signed on/GPS (Global Positioning System) enabled State units. The Governmental Unit's vehicle(s) will also show up on this map provided that Governmental Unit has GPS enabled vehicles and the unit is

- currently signed into the State's I/Mobile system.
- c) The ability to send and receive Mobile messages to other units signed on to I/Mobile system.
 - d) The ability to query location of signed on State I/Mobile units and Governmental Unit Mobile units.

The Governmental Unit will provide/install their vehicles which they want capable to be equipped with the State's I/Mobile system with equipment that conforms to specifications provided by State and listed in Exhibit A, which is attached and incorporated into this agreement.

The Governmental Unit will maintain the system administration user ID (Identification)/password for all the Governmental Unit's computer laptops installed with the State's I/Mobile system software, and will provide the State's information technology (IT) staff access to the Governmental Unit's laptop computers as required for installing the State's I/Mobile system software onto the Governmental Unit's computer laptops. The Governmental Unit's system administration password must be a strong password composed of at least 8 characters including at least one upper case, one lower case, one special character and one number.

Prior to the State installing the State's I/Mobile system software onto the Governmental Unit's laptop computers, the Governmental Unit must acquire the necessary computer software (Intergraph's I/Mobile, an anti-virus package such as Norton or McAfee, MS Windows, and any other applications such as Easystreet Draw), and pay all software maintenance/upgrade fees for these software packages directly to the providing software vendor. This is the responsibility of the Governmental Unit, not the State.

During the terms of this agreement, the Governmental Unit will provide the State's IT staff with access to the Governmental Unit's laptop computers, loaded with the State's I/Mobile system software, for the purpose of the State providing State I/Mobile system maintenance/upgrades and for troubleshooting purposes. The State's Authorized Representative of this agreement will designate a set period of time for providing and completing these system maintenance/upgrades, and will schedule the necessary maintenance/upgrades with the Governmental Unit's Authorized Representative of this agreement to determine a mutually agreed upon location and time to complete the maintenance/upgrades required.

The Governmental Unit shall establish a policy for safe usage of I Mobile/Mobile Data Computers for officers/supervisors that includes how governmental unit emergencies will be addressed. Any Unit Alarms including unit emergency initiated from Mobile Data Computers will not be displayed or monitored by Minnesota State Patrol (MSP) Dispatchers. I/Mobile messages from other agencies shall be considered confidential for purposes of this agreement. MSP Dispatchers will not relay or broadcast to Governmental Units any informational messages of any type, including but not limited to "Attempt to Locate" (ATL), "Be on the Look Out" (BOLO) or other Officer Safety messages.

The State's Authorized Representative of this agreement will notify the Governmental Unit's Authorized Representative of this agreement at least 3 working days in advance of scheduled system maintenance/upgrades as well as scheduled outages. It is understood that computer systems are not available 100% of the time and sometimes there are unplanned outages.

To be a part of this program and to have the State's I/Mobile system software loaded on the Governmental Unit's computer laptops, the Governmental Unit must adhere to the requirements of the State and other agencies, which are listed in Exhibit B, which is attached and incorporated into this agreement.

Any modifications to the Exhibits of this agreement will be emailed to the Governmental Unit's Authorized Representative of this agreement by the State's Authorized Representative of this agreement, and will be printed out and kept on file with the executed copy of this agreement, and are hereby incorporated into the agreement by reference. The Governmental Unit's Authorized Representative of this agreement is required to acknowledge receipt of exhibit modifications by email back to the State's Authorized Representative within 20 working days.

3 Payment

While the State receives federal funding for this Allied Agency initiative, the Governmental Unit will not be charged for the use of the State's I/Mobile system. This Allied Agency initiative is currently federally funded through September 30, 2010, and this federal funding may be extended on an annual basis. If the federal funding is not

extended beyond September 30, 2010, the State will give the Governmental Unit 60 days written notice before the expiration date of the federal funding and the begin date for charging the Governmental Unit for the use of the State's I/Mobile system software. Once charging begins, consideration for services provided by the State will be paid by the Governmental Unit to the State at a rate of \$30.00 per month for each Governmental Unit's computer laptop loaded with the State's I/Mobile system software. Payment to the State is to be made payable to the Minnesota Department of Public Safety, and sent directly to the Minnesota State Patrol – Accounts Receivable, at 445 Minnesota Street, Suite 130, Town Square, St. Paul, Minnesota 55101.

The State is not responsible for software purchased, or software/maintenance or license fees required by Intergraph Corporation or any other vendor. These fees are the responsibility of the Governmental Unit and are to be paid directly to the vendor(s). The State is also not responsible for the care and upkeep of equipment, hardware and other software purchased by the Governmental Unit.

The State is also not responsible for any damages caused by the Governmental Unit and/or its employees or vendors due to, or thought to be caused by the Governmental Unit's usage or removal of the system, e.g., any vehicle or property damages.

The State is not responsible for installation or removal costs or related costs on the loaner program. On the loaner program, the state is responsible for repairs to the MDC and VRM modems for the first six (6) months. If the loaner program goes beyond six (6) months, the loaner agency is responsible for repair costs to the MDC or VRM. The agency has the option of returning the equipment without replacement in lieu of paying for repairs. Assets loaned will be documented and signed for at issuance and upon return of the equipment.

If NetMotion software is required to connect to the State's I-Mobile system, the State will allow the Governmental Unit to use the State's NetMotion license at no charge, as long as the State has licenses available.

If the federal funding expires, the State will invoice the Governmental Unit monthly and in arrears of services provided beginning no sooner than November 1, 2010, and itemized invoices are due and payable in full within thirty (30) days of the invoice date.

Invoices not paid within 90 days from the invoice date will be turned over to the Minnesota Department of Revenue for collection. If collection is unsuccessful, invoice shall be turned over to a collection agency. The State may charge interest. See Minnesota Statutes, Section 16D.13, subd. 2. For this purpose the Governmental Unit will provide their federal taxpayer identification number to the State: 41-600-5828

Also, if the Governmental Unit has not paid their invoice to the State within 90 days, the Governmental Unit's use of the State's I/Mobile system will be terminated by the State.

4 Authorized Representatives

The State's Authorized Representative is Kyle Christy, I-Mobile Specialist 445 Minnesota Street, Suite 130, Saint Paul, MN 55101, 651-201-7100, or his/her successor.

The Governmental Unit's Authorized Representative is Sheriff Dave Tietz, Le Sueur County Sheriff's Department 88 South Park Ave. Le Center, MN 56057

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to

bind either party.

6 Liability

The Governmental Unit will indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by the Governmental Unit or the Governmental Unit's agents or employees. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligations under this agreement. The Governmental Unit's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Section 466.01-466.15 and other applicable law.

7 State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will either give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released or submit the data directly to the appropriate party.

9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10 Termination

10.1 *Termination.* The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 *Termination for Insufficient Funding.* The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the execution of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to reimbursement, determined on a pro rata basis, for unfilled services to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

10.3 Upon expiration or termination of this agreement, the Governmental Unit must immediately discontinue accessing any information provided by the State's I/Mobile System as provided in this agreement.

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1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract No. _____

2. GOVERNMENTAL UNIT

(Governmental Unit certifies that the appropriate person(s) have executed the agreement on behalf of the Governmental Unit as required by applicable articles, bylaws, resolutions, or ordinances)

By: 

Title: Le Sueur County Sheriff

Date: 6/4/2015

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: Chief, Minnesota State Patrol

Date: _____

4. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

(with delegated authority)

Date: _____

Distribution:

Agency

Governmental Unit

State's Authorized Representative

Exhibit A

(Page 1 of 1)

Specifications for Governmental Unit:

Each Governmental Unit's squad (unit) that the Governmental Unit wants equipped to mount a computer laptop for this system will need to have the following:

Laptop computer

Communication via modem (using Patrol's RF) or via cellular aircard with NetMotion

Cables for modem (if using State's Radio Frequency (RF) / GPS installation (optional)

Optional:

GPS

Docking station (highly recommended to prevent laptop from sliding around vehicle)

Magnetic Stripe reader (used to read drivers' licenses into I/Mobile and then into the BCA's Criminal Justice Information System (CJIS) screen)

Laptop computer requirements:

At least 512 meg memory (State standard is at least 1 gig memory as additional applications are running)

10 GB hard drive

Windows XP

CD ROM drive (DVD/combo drive will work)

2 serial ports if using Motorola modem (RF communications)

1 serial port if using cellular and also GPS

Software:

NetMotion – if using cellular

I/Mobile – Intergraph Corporation

Anti-virus package (Norton or McAfee)

Window XP (can run 2000 but will function better with XP) ***No Vista at this time

Users will need full access to C Drive on laptop

Exhibit B

(Page 1 of 1)

Governmental Unit must adhere to the following requirements:

1. Must follow all specifications and requirements from Minnesota Department of Public Safety, Bureau of Criminal Apprehension (BCA) for access to the Criminal Justice Information Systems, including meeting BCA CJIS training and certification requirements for access to CJIS data.
2. All messages are to be kept pursuant to the Minnesota Data Practices Act.
3. Governmental Unit's Authorized Representative (or designate) must review I/Mobile messages monthly to ensure conformity to standards outlined in Exhibit C, of this agreement, which is attached and incorporated into this agreement.
4. Governmental Unit must comply with any additional requirements from the BCA in a timely manner.
5. In the event that a Governmental Unit's computer is damaged or decommissioned, it is the Governmental Unit's responsibility to clean the hard drive of all confidential material.
6. Governmental Unit will keep all passwords secure including the system administrator's password, users' passwords and I/Mobile system software's passwords. Passwords will not be shared or posted.

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Exhibit C
(Page 1 of 1)

I/Mobile messages must be reviewed by the Governmental Unit's Authorized Representative for the following:

1. Appropriate language (no foul language or statements)
2. No racial or sexual messages
3. No harassing messages
4. Keep the messages small
5. Sending messages to appropriate audience (not appropriate to send information to wide audience if only appropriate to selected individuals)
6. Business use only

Message logs are to be sent to the State's Authorized Representative of this agreement on a monthly basis. Any concerns or questions should be raised immediately as messages are only retained by the State for 90 days. GPS data is retained by the State for 30 days only.

If a request for message logs is received by the Governmental Unit, contact the State's Authorized Representative of this agreement or designee.

I/Mobile Messages are not guaranteed to be delivered. Always use an alternative method, e.g., radio or cell phone if message is critical for the recipient(s).

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