COUNCIL ACTION FORM

SUBJECT: **EXPANSION OF MULTIAGENCY PUBLIC SAFETY NETWORK TO INCLUDE STORY CITY**

BACKGROUND:

In July 2019, Council approved a Memorandum of Agreement with the City of Huxley, and an accompanying Agency Access Agreement with Superion (now CentralSqaure) and Huxley that will allow the Huxley Police Department to join the MultiAgency Public Safety Network. The City of Story City and the Story City Police Department have also taken the necessary steps to become part of the Network on the same terms and conditions as Huxley.

For many years the Ames Police Department, Story County Sheriff's Office, and Iowa State University Police have shared public safety information across a jointly operated computer network. In 2011 those agencies acquired a comprehensive suite of public safety data management software through a company that was then known as SunGard. The SunGard suite included computer aided dispatch, records management, jail management, and mobile data elements.

In addition to the software, the agencies now also operate a sophisticated public safety computer network that ties the agencies together. The software, and the network that it operates on, is managed by an interagency group known as the MultiAgency Public Safety Group (MAPSG). The MAPSG network allows the agencies to share law enforcement information quickly and securely. It also provides a redundancy that protects each of the individual agencies from loss of service or data in emergency situations.

The original purchase of the SunGard software in 2011 was structured such that the City of Ames signed the master contract with SunGard and became the owner of the software licenses. Story County and Iowa State University signed Agency Access Agreements with SunGard and the City that gave them full access to the software. **The arrangement allowed SunGard to invoice the City for all annual fees. The City then reallocates the SunGard costs, adds costs for the network, and bills the participating departments for their share of the total costs.** The Story County 911 Service Board also provides funding to support part of the dispatching function of the public safety network. The system has worked well since its inception.

Over the past few years several additional agencies, including Story County Conservation, Ames Fire, and Mary Medical Center, have been granted limited access to the public safety network, primarily for the purpose of facilitating quicker dispatching or for gathering information from the dispatch system. Those additional agencies pay for the costs directly related to the addition of their agency.

For some time, the three primary law enforcement agencies have recognized that there would be value in adding the three smaller law enforcement agencies in Story County to the network. Those agencies are the Huxley Police Department, the Story City Police Department, and the Nevada Police Department. All three are currently dispatched by the Story County Sheriff's Office so have already have a presence in the MAPSG dispatching software. All three have expressed a desire to join and have taken steps to achieve that goal.

Through a series of discussions, the three new agencies have agreed that to join the network each would need to pay for their own computer hardware, any license fees associated with the expansion of the system and network software, connectivity costs, and an amount equal to 15% of their license fees (with a minimum of $1,200) to support the costs of the network. One exception is that a federal grant was used to acquire two records management, mobile field reporting and, mobile field arrest licenses for each agency to help get them started on the process. MAPSG has approved the addition of the new agencies.

The original purchase of the software suite was from SunGard. Not long after the original purchase the vendor transitioned to Superion. That name that was associated with the vendor until recently when they again transitioned to CentralSquare. The agency access agreement still carries the name Superion at their request.

ALTERNATIVES:

1. Approve the Memorandum of Agreement and Agency Access Agreements with the Story City Police Department, allowing access to the public safety network.

2. Do not approve the Memorandum of Agreement and Agency Access Agreements with the Story City Police Department.

CITY MANAGER'S RECOMMENDED ACTION:

The addition of the Story City Police Department to the public safety network will benefit both Story City and the existing members of MAPSG by allowing for more efficient exchange of criminal justice and emergency response information. That addition would be achieved without additional cost to the City.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, thereby approving the Memorandum of Agreement and Agency Access Agreements with the Story City Police Department, allowing access to the public safety network.

SUPERION AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS TO SOFTWARE

among

City of Ames
515 Clark Avenue
Ames, IA 50010

and

Superion, LLC
1000 Business Center Drive
Lake Mary, FL 32746

Whereas, City of Ames PD ("**Customer**") and **Superion, LLC ("Superion")** have entered into that certain Software License and Services Agreement dated February 22, 2011 ("Customer Agreement");

and

Whereas, Customer desires that the following public safety agency (the "**Accessing Agency**") obtain access to the Software licensed by Customer under the Customer Agreement;

Story City Police Department
504 Broad St.
Story City, IA 50248

Now therefore, the parties agree as follows:

1.	Customer requests that Superion grant, and Superion does grant Customer permission to allow access to Accessed Software by the Accessing Agency under the terms of this Access Agreement ("Access Agreement"). The Accessed Software is as follows:

All Software licensed to Customer

2.	Superion shall have the right to terminate this Access Agreement upon breach of this Access Agreement if cure is not effected within thirty (30) days of written notice of said breach.

3.	This Access Agreement shall automatically terminate if the Customer Agreement is terminated. In the event that this Access Agreement should be terminated, Superion shall be under no obligation to the Accessing Agency to permit continued access to Accessed Software after such termination of this Access Agreement, but shall agree to license Accessed Software under separate license agreement with the Accessing Agency in such event, provided the Accessing Agency is not in default of any of the provisions of this Access Agreement nor any related Supplements, and provided the Accessing Agency provide a replacement technical environment satisfactory to Superion.

4.	Customer understands that Accessing Agency will not be granted access to the Accessed Software unless and until the Accessing Agency executes an Access Agreement and agrees that the Accessed Software constitutes proprietary information and trade secrets of Superion and will remain the sole property of Superion The Accessing Agency shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software, and the Accessing Agency shall

hold in confidence the Superion proprietary information for its benefit and internal use only by its employees. The Accessing Agency will further acknowledge that, in the event of a breach or threatened breach of the provisions of this paragraph, Superion has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

5.   Customer shall be the first point of contact for the Accessing Agency for Accessed Software in the event that support services are required by the Accessing Agency. Should Customer not be able to solve the Support Service issue, Customer shall contact or coordinate contact with Superion for support services.

By the signatures of their duly authorized representatives below, Superion and Customer, intending to be legally bound, agree to all of the provisions of this Access Agreement.
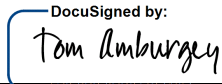
Story City Police Department, IA   **Superion, LLC**

DocuSigned by:

BY: _____   BY: ___ Tom Amburgey _____
                                                                                    B6E69E968DCF467...

PRINT NAME: _____   PRINT NAME: _Tom Amburgey_____

TITLE: _____   TITLE: General Manager_____

DATE SIGNED: _____   DATE SIGNED: May 24, 2019_____

City of Ames, IA

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

MEMORANDUM OF AGREEMENT

A MEMORADUM OF AGREEMENT BY THE CITY OF AMES, IOWA, AND THE CITY OF STORY CITY, IOWA, TO ESTABLISH AND MAINTAIN ACCESS TO PUBLIC SAFETY SOFTWARE AND NETWORK

THIS AGREEMENT, made and entered by the City of Ames, Iowa, (hereinafter Ames) and the City of Story City, Iowa, (hereinafter Story City) as follows:

PURPOSE

The purpose of this Agreement is to provide a framework for the Story City Police Department (any reference to Story City throughout this Agreement shall include the Story City Police Department) to gain access to and utilize the public safety network - a system of software products, computer hardware and network connections that allows Ames Police, the Story County Sheriff's Office, Iowa State University Police, and others to access a common database and share information, and to provide for an equitable arrangement to sharing the cost of that access.

BACKGROUND

In 2012 Ames, Story County, and Iowa State University jointly acquired a suite of software products from a company then known as OSSI, recently known as Superion and now known as CentralSquare (hereinafter CS). CS insisted that the contract for the licensing, maintenance, and support of the software be with one agency. By mutual agreement, Ames entered into the contract with CS. Story County and Iowa State University then entered into use agreements with both Ames and CS that allows Story County and Iowa State University full access to the CS software. In addition, Ames, Story County, and Iowa State University established a computer network system, including several fiber optic lines, between the three law enforcement agencies to effectively implement a shared data program. The system of software products, network hardware and fiber has come to be known as the public safety network.

To manage the public safety network, the participating agencies established a management group consisting of staff representatives from internal departments involved with the public safety network. That management group has adopted the working name the MultiAgency Public Safety Group (hereinafter MAPSG). Staff members from the agencies' Communication Centers, Records, IT, Jail, and Patrol have been involved in MAPSG.

This Agreement is between Ames and Story City because Ames is the contract holder with CS. The parties acknowledge that as it relates to this Agreement, Ames has and will act only with the agreement and approval of the MAPSG partners.

OBJECTIVES

Access to the public safety network will require acquisition of licenses to use the appropriate software (including connectivity and system security software), acquisition of appropriate end-user hardware, establishment of a secure network connection between Story City and the public safety network, installation of the software, establishment of appropriate security protocols, training for end-users and support staff, and execution of an additional agreement with CS.

MAPSG has adopted a number of access and security practices to successfully control the operation of the public safety network. Story City will need to adopt those practices, including completing the required forms, to complete access to the network.

The parties intend that Story City's initial access to the public safety network will be through two (2) workstations that will run the records management and mobile field reporting. The parties acknowledge

that Story City has plans to add mobile data terminals to their patrol vehicles and that this Agreement will extend to any expansion of use in the future.

The parties recognize that all of the elements of the public safety network continue to evolve as technology advances. The parties acknowledge that changes that will occur and that successor software and hardware products will become available that will improve the functionality and security of the public safety network. By example, the core software from CS has changed ownership three time since its purchase in 2012. To achieve the purpose of this Agreement the parties recognize that products and names of products will change and that they will adapt.

SCOPE OF WORK

1. In 2018, utilizing funding from a federal grant, Ames purchased additional licenses from CS to support Story City's entry into the public safety network. Those licenses include:

> Two (2) Records Management System modules
> Two (2) Mobile Field Recording Moblan modules
> Two (2) Mobile Field Reporting Arrest modules

The approximate value of these licenses is $4,400.00 and Ames shall make them available to Story City at no cost. These licenses also carry an annual maintenance fee currently estimated to be $692.00. Story City agrees to pay those annual maintenance fees for 2019 when this Agreement is signed and in the future.

Story City shall be responsible for the cost of any additional CS licenses acquired, including both initial purchase costs and on-going maintenance costs, should Story City expand beyond the two (2) workstations.

2. MAPSG has adopted NetMotion to manage access to and security for the public safety network. NetMotion software and licenses are required on any end-use hardware used by Story City to gain access to the network. The initial two (2) workstation setup will require two (2) NetMotion licenses currently estimated to cost $570.00 ($285.00 each). In additional, the annual maintenance fee for the NetMotion licenses is estimated to be $170.00 ($85.00 each). Story City will be responsible for the all costs associated with end-user NetMotion licenses.

The public safety network includes several servers that control NetMotion access. At the time of this Agreement MAPSG is engaged in a project to reconfigure those servers. Ames, and MAPSG, will provide Story City with access to a server or servers in a way that is consistent with reconfigured NetMotion project. Costs for servers and server software shall be considered system support as described in the FINANCE section of this Agreement.

3. MAPSG has also adopted a plan to utilize RSA Authentication tokens to promote secure access to the public safety network. The plan to adopt RSA is linked to the reconfiguration of the NetMotion servers and is process at the time of this Agreement. When RSA is implemented by MAPSG, Story City will be required to purchase an RSA token for each individual who will access the public safety network. Tokens carry a cost of $132.28 for a 2-year token and an annual estimated fee of $40.00 per year after that. Story City acknowledges that, at the time of the signing of this agreement, it has six (6) employees who would require tokens.

> $132.28 X 6 = $793.68 initial cost
> $40.00 X 6 = $240.00 annual on-going cost

Story City shall be responsible for costs of RSA tokens. As with NetMotion, access to the RSA server or servers managed by MAPSG shall be considered system support as described in the FINANCE section of this Agreement.

4. MAPSG has adopted security statements for both agencies and individuals that access the public safety network. The "Multi-Agency Security Authorization Agreement" and the "Multi-Agency Information Security and Employee Confidentiality Agreement" as adapted for Story City, are attached to (as Attachments 1 and 2) and by reference incorporated into this Agreement. Story City agrees to execute those agreements, or their successors, as a precursor to accessing the network. In addition, Story City agrees to require all new employees to sign the "Multi-Agency Information Security and Employee Confidentiality Agreement" and to maintain a record of those signed agreements.

5. Two (2) Computer workstations capable of running a currently supported version of Windows, CS, and other system software at Story City are required. Story City shall supply those workstations at Story City's cost. The parties acknowledge that all end-user hardware is the responsibility of the agency that uses that hardware. Members of MAPSG supply, manage, and maintain all their own end-user hardware, including computer workstations, mobile data terminals, and printers.

6. Story City shall arrange for an internet connection at Story City Police Department. An internet connection is required to establish a link between Story City and the public safety network. Story City shall be responsible for all costs of this internet connection.

The parties acknowledge that the data speeds available through the internet connection will impact the functionality of the CS software. Story City will determine what level of service it will receive from its internet service provider.

7. Staff who will access and use the public safety network will be required to complete a course of training. Ames and MAPSG can coordinate a training program for Story City based on training provided to new employees at Ames and MAPSG agencies. That training will be provided at no additional cost to Story City.

CS also provides a series of training opportunities that may benefit Story City. CS charges fees for those training services. Story City may choose to engage the services of CS for additional training at Story City's cost.

8. Except as described in the FINANCE section of this Agreement, Ames and MAPSG will be responsible for the support and maintenance of the public safety network and will provide knowledgeable staff to accomplish that purpose. Story City will be responsible for support and maintenance of its end-user equipment, the operating software, and the connectivity to the public safety network and will provide knowledgeable staff to accomplish that purpose.

9. In the past, CS has required additional agencies to sign "Agency Access Agreement" consistent with the master contract held by Ames. Should CS require it, Story City agrees to sign the Agency Access Agreement as a precursor to accessing the public safety network.

10. Ames makes no warranty of any kind, express or implied, regarding the public safety network, which includes the system software products licensed from CS. To the extent permitted by law, Story City shall indemnify and hold harmless Ames from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by a third party due to Story City's use of the public safety network.

FINANCE

The parties intend that the elements of the public safety network, both hardware and software, as it exists prior to this Agreement, and as it evolves in the future, are the responsibility of MAPSG and its participating agencies. Except as described as system support costs in this section, Story City shall have no responsibility for and will acquire no interest in the public safety network. Conversely, the end-user hardware and software, other than the CS software, and the elements of connectivity between Story City and the public safety network are the responsibility of Story City and neither Ames nor MAPSG will be

responsible for or acquire an interest in that hardware and software. Ownership and use of the CS software will be governed by the Agency Access Agreement.

In addition to the initial and annual on-going costs described in the Scope of Services section of this Agreement, Story City will pay an annual "system support" cost to support the public safety network. The system support cost will be equal to 15% of the annual software maintenance fees charged by CS and NetMotion and attributable to Story City, with a minimum of $1,200.00 per year. Stated otherwise, the system support cost will be $1,200.00 per year until the annual software maintenance cost from CS and NetMotion attributable to Story City reaches $8,000.00 annually. At and after the $8,000.00 mark, the system support cost will be 15% of the annual software maintenance fees. Story City will acquire no interest or ownership in any part of the public safety network by paying the system support cost.

The MAPSG agencies own and operate the elements of the network and the employees of the participating agencies dedicate time to operate and support the network. Story City will not be required to provide that level of support to maintain the network. The system support cost will be paid annually to Ames and will be held to support the activity of MAPSG.

As the holder of the master contract, Ames currently manages the finances for MAPSG and will continue to do so until replaced by mutual agreement of the MAPSG members. MAPSG operates on a calendar year basis and bills participating agencies in the first quarter of each calendar year. Story City will pay the initial costs and a first year system support cost at the time this Agreement is signed. Story City will be billed again for annual maintenance fees and system support costs after January 1, 2020.

Ames shall issue invoices to Story City at 504 Broad St., Story City, IA 50248. Story City agrees to pay invoices within thirty (30) day of receipt.

MAPSG

MAPSG meets monthly at locations that rotate around the county. Each of the principal agencies (Ames Police Department, the Story County Sheriff's Office and the Iowa State University Police) have one vote as members of MAPSG. Story City is invited and encouraged to attend the MAPSG meeting as a non-voting member. Story City staff may be added to the MAPSG mailing list.

NO SEPARATE ENTITY

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; nor do they intend to create a separate legal entity for the purposes of this Agreement; further, this Agreement shall not create any rights in any party not a signatory hereto.

NOTICE

All notices under this Agreement shall be in writing and shall be deemed to have been given: (i) upon hand delivery or (ii) if sent by Regular Mail, within seventy-two (72) hours after the notice has been deposited in the United States Post Office, postage paid. Notices shall be sent to the other party at the addresses set forth below. Either party may change its address by giving notice in writing thereof to the other party.

For Ames: Doug Houghton   For Story City: Matt Sporleder
              515 Clark Avenue   505 Broad St.
              PO Box 811   Story City, Iowa 50248
              Ames, Iowa 50010

TERM OF AGREEMENT

This Agreement will take effect upon signing by both parties and will continue to be in effect until terminated by one or more of the parties.

TERMINATION

This agreement shall terminate on WRITTEN NOTICE by one party to the other. Written notice shall be given no later than January 1 of the current fiscal year and terminate June 30 of the current fiscal year. At the time of termination, any invoices outstanding or anticipated will be taken into account in order to determine the final financial reconciliation between the parties.

The parties further agree that because of the unique and indispensable nature of the services jointly provided by this agreement that termination will not result in the disruption of services provided by any party. The parties further agree to cooperate in all respects and if necessary, to allow six month extension(s) to continue operation, in all respects, in order to permit the acquisition of funding and take into account the time needed to install a substitute/replacement system(s) either of the parties.

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their duly authorized representatives.

CITY OF AMES, IOWA

By: _____

Print Name: _____

Date: _____

CITY OF STORY CITY, IOWA

By: _____

Print Name: _____

Date: _____

Version 6/4/19