

TO: Mayor Montgomery and City Council

FROM: Jeffrey L. McCormick, Chief of Police

SUBJECT: Goodhue County MDT User Agreement

DATE: October 22, 2024

BACKGROUND

In 2006 the Police Department moved into the records management system used by the Sheriff's Office, CIS. In 2009 all of the law enforcement agencies in Goodhue County moved onto a mobile platform using CIS. In 2011 a Mobile Data Terminal (MDT) agreement was approved by the City Council and signed. This is an updated version of that agreement to reflect technology and process changes occurring over the past thirteen years. Without signing into this agreement we will lose access to the Mobile MDT system. I reviewed this agreement with Neil and find this update reflects the appropriate revisions.

STAFF RECOMMENDATION

Approve the Goodhue County Mobile Data Terminal (MDT) Agreement.

REQUESTED COUNCIL ACTION

Approve the Goodhue County Mobile Data Terminal (MDT) Agreement and authorize the signing of the agreement by the City Administrator, Mayor and Chief of Police.



**Goodhue County Sheriff's Office
Emergency Services Division
430 6th Street West
Red Wing, MN 55066**

Mobile Data Terminal (MDT) Agreement

**Between Goodhue County and Authorized Users Regarding:
Use of the Computer Information Systems Mobile Data Terminals,
Administrative and Operational Support of the Connected Devices**

THIS AGREEMENT made and entered into by and between the COUNTY OF GOODHUE, a body politic and corporate, under the laws of the STATE OF MINNESOTA, hereinafter referred to as the "COUNTY," 509 West 5th Street, Red Wing, Minnesota 55066, and The City of Cannon Falls, 918 River Road, Cannon Falls, Minnesota 55009 acting by and through its duly authorized officers, hereinafter referred to as the "USER".

WITNESSETH:

WHEREAS, the COUNTY operates a networked Computer Aided Dispatching (CAD) system, hereinafter referred to as the "System", which provides in-field access of real-time information via Mobile Data Terminals (MDT) to first responders; and

WHEREAS, the COUNTY maintains access to the System, also known as the Computer Information Systems, Inc., hereinafter referred to as "CIS"; and

WHEREAS, the COUNTY carries the software contract between vendor, Computer Information Systems, Inc., and the COUNTY; and

WHEREAS, the COUNTY has provided for the capability of first responder agencies and other authorized USERS within the County to have access to the System; and

WHEREAS, the COUNTY bears primary responsibility for the health, security and integrity of the System and other related networking components;

WHEREAS, the USER has elected to participate as a Law and/or Fire/EMS user via end user mobile data terminals on the System; and

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the COUNTY and the USER agree as follows:

1. PURPOSE AND INTRODUCTION

The purpose of this "MDT Agreement" is to address provisions related to the Mobile Data Terminals (MDTs), Computer Aided Dispatching (CAD) software, other related data system hardware and software for those USERS that are served by the Goodhue County Sheriff's Office Emergency Communication Center. Goodhue County Sheriff's Office recognizes the value of allowing access rights to their Computer Information Systems, Inc. (CIS) software to enhance public safety operations and response across jurisdictional boundaries throughout the county.

2. DEFINITIONS

- AVL: Automatic Vehicle Locating – Software
- CAD: Computer Aided Dispatch – Software
- CIS: Computer Information Systems, Inc. – Software Vendor
- MCS: Mobile Client System – Software
- MDT: Mobile Data Terminal – Hardware
- MFR: Mobile Field Reporting – Software
- RMS: Records Management System – Software
- Law USER: Licensed Peace Officer MDT System Users
- Fire/EMS USER: Civilian MDT System Users

2. DUTIES AND RESPONSIBILITIES OF USER

2.1 Conformance to Applicable State of Minnesota, and COUNTY Data Standards

USER agrees to make reasonable efforts to conform to all applicable written standards, policies, procedures and protocols established or amended by the Sheriff's Office and COUNTY related to use of

any enterprise networks including but not limited to network/MDT security, software standards, MDT user training requirements, MDT operating guidelines, etc. Each USER agency accessing Goodhue County networks via MDT and/or via a tablet or smart phone application(s) agrees to comply with all federal, state, and city ordinances, laws, or regulations to the protection of private data.

2.2 Security, Private & Personal Protective Information

Each USER agency accessing Goodhue County networks via MDT and/or via a tablet or smart phone application agrees to comply with all federal, state, and city ordinances, laws, or regulations pertinent to the protection of private data. USERS agencies will be required to safeguard all data as well as Criminal Justice Information Services (CJIS) and National Crime Information Center (NCIC) data by securing their mobile laptops/devices within a secure vehicle or where access by the general public or unauthorized personnel can be prevented.

2.3 MDT Access & Passwords

USER agency agrees to maintain user identification and password authentication using security practices outlined in the latest FBI CJIS Security Policy. Contact your TAC (terminal agency coordinator) for additional information. USER agrees to make every attempt to safeguard their individual password(s), and their individually issued authentication information. Each USER agency head, such as Chief Law Enforcement Officer (CLEO), Fire Chief or EMS Director/Chief, shall designate the authorized personnel who will have access to the Goodhue County MDT System. USER agency shall provide and keep current an accurate list of all authorized users to the Goodhue County Emergency Communications Center Supervisors and the respective Emergency Services Captain. This list shall be reviewed and verified at least annually.

2.4 Awareness & Training (AT)

USER agency agrees that all agency users will complete role-based awareness and training prior to accessing the Goodhue County MDT System and annually thereafter. USER agency agrees to maintain training records for 3 years and be made available to the COUNTY upon request.

2.5 USER Agency Data

Authorized personnel from USER agency will only be allowed to release data found within CIS modules concerning their respective agency alone. The release of data concerning other member agencies is strictly prohibited, and all inquiries regarding other member agencies' data should be referred directly to that agency for consideration. Fire/EMS USERS will be strictly controlled through permissions and shall only have viewable rights to Fire/EMS agencies' data. Any violations to this section could result in a USER agency losing its rights to access the Goodhue County MDT System and other CIS software modules.

2.6 Operating System Updates for iOS/Android Devices

For USERS directly supporting their own mobile iOS/Android devices, USER agrees to maintain all current and applicable operating systems keeping them current and fully patched with security updates and software releases. All devices shall be updated with seven (7) days of release.

2.7 Payment of Fees

USER agrees to pay all applicable fees assessed by COUNTY including but not limited to: Fixed annual MDT fleet support fee, any applicable one-time licensing costs, and any additional Goodhue County IT network fees. See Appendix A for the fee schedule.

2.8 Cellular Data Plans/Service

USER shall acquire their own cellular data plans and pay all access fees directly to the respective cellular service provider.

2.9 Provisional Use of USER Purchased and Owned MDTs and Software

USER agency may utilize MDTs purchased and owned by USER on the Goodhue County MDT system provided that such MDTs and software versions are specifically certified for use on the system by the COUNTY. Minimum operating requirements can be provided by Goodhue County, provided via Appendix

B. Non-certified MDTs, or MDTs operating with non-certified software will not be allowed to access or use the Goodhue County MDT System.

2.10 Provisional Use of USER Purchased and Owned iOS/Android Devices

USER Agency may utilize mobile iOS/Android devices with Goodhue County's MDT System if and when supported by CIS and Goodhue County IT. Devices connecting to Goodhue County's MDT System shall be managed by a USER owned, Mobile Device Management (MDM) System. USER agency shall certify the use of an MDM to the COUNTY.

2.11 Replacement or Repair of MDTs and iOS/Android Devices

USER agency is responsible for the care, replacement, repair of their equipment and any associated hardware. Goodhue County IT and/or the Emergency Services Division can provide advice on replacement and repairs.

2.12 De-certification and Disposition of Obsolete MDCs

The COUNTY may de-certify MDTs and/or software versions which become obsolete for any reason including but not limited to: become unsafe to use, impair system performance, are no longer supported by the manufacturer, are no longer supported by the COUNTY, exhibit substantial defects, exhibit performance deficiencies, impair implementation of System upgrades, become unreliable, become economically unfeasible to maintain, etc. Except in those cases affecting safety or performance impacts to the System, COUNTY will make reasonable efforts to avoid de-certification of MDTs owned by the USER and to provide USER with at least one (1) year of advance notice prior to the effective date of MDT or software version de-certification. De-certified MDTs operating with de-certified software versions will not be allowed to access or use the System. USER agrees to dispose of USER owned obsolete MDTs, batteries and other equipment in accordance with applicable laws and rules regarding disposal of hazardous materials at USER's expense.

2.13 Limitation of Installing Non-COUNTY Provided Software

USER agrees to maintain and support any non-COUNTY software they install, only after receiving approval from Goodhue County IT. Software must not adversely impact systems or functions provided by the COUNTY. If the software adversely impacts COUNTY systems or functions, it must be removed by USER. If this non-COUNTY software requires work by COUNTY to support USER's installation or removal, USER may be billed for time and material costs.

2.14 Inventory Requirements

USER agrees to maintain information and to furnish such information to COUNTY upon request, a current and accurate inventory documenting any equipment configured for access to county network: MDT make, model and serial number; County assigned MDT asset number, Cellular plan number and carrier information; and, Cellular modem/router make, model and serial number.

3. DUTIES AND RESPONSIBILITIES OF COUNTY

3.1 Operating System Updates and Patches

For MDTs provisioned by Goodhue County IT, COUNTY agrees to maintain all current and applicable operating systems keeping them current and fully patched with security updates. COUNTY agrees to maintain all CIS modules, servers and networking configurations that are applicable to the System.

3.2 Antivirus Updates

For MDTs provisioned by Goodhue County IT, COUNTY agrees to have antivirus software installed and up to date with current antivirus signature files.

3.3 Cellular Modems

The purchase and ownership of cellular modems (Cradlepoint, Sierra, Fortinet, Pepwave, etc.) are a USER agency responsibility. This includes annual subscription fees, if applicable. Cellular modems shall remain current and updated by USER. The Emergency Services Captain agrees to monitor cellular

modems if a USER requests, through the USER's portal. COUNTY is under no obligation to finance, replace or repair cellular modems for USER.

3.4 Core Software Support

COUNTY will provide support for all core Goodhue County MDT Systems and functions. This includes software installation for new MDT's, connection into the COUNTY's network and any necessary hard drive re-imaging due to component failure or system outage. MDTs will be imaged for consistency amongst individual USER agency settings. COUNTY will provide ongoing software maintenance support and upgrades.

3.5 MDT Hardware Maintenance and Repair

COUNTY will provide hardware diagnostic to approved MDTs. In some cases, this will include docks, antennas, GPS receivers, printers and cellular modems. COUNTY will provide repairs if ability exists and involvement of manufacture's support is not necessary. COUNTY may assist USER with repairs that require manufacture's support. USER is responsible for billable time and material costs for external support.

3.6 MDT Support Location and Response Time

COUNTY will provide MDT support during normal technician business hours Monday through Friday, excluding holidays at the Goodhue County Government Building in Red Wing. USER is encouraged to schedule service work in advance and plan to leave the MDT for up to one business day. Subject to staffing availability and workload COUNTY will attempt to accommodate non-scheduled service, however USER should be prepared to leave the MDT if the work cannot be completed immediately. USER agencies will be provided with Goodhue County IT Helpdesk number.

3.7 Loaner and Disaster Cache MDTs

COUNTY may maintain a fleet of spare MDTs which may be made available to USER, generally on a first come first serve basis, for temporary assignment for special events, response to emergencies, or other similar events. USER may receive a temporary loaner MDT to replace an MDT taken out of service for maintenance or repair of the failed MDT. If there are more requests for loaner MDTs than can be accommodated, the COUNTY will prioritize allocations and may require that USER return repair loaner and special event MDTs early.

3.8 Fixed Annual MDT Fleet Support Fee

The annual fixed price MDT fleet support fee includes: (1) All Core Software Support services described above; (2) Authentication method licenses; (3) Law USERS: MCS/AVL/MFR/MAP, Citations module, (4) Fire/EMS USERS: MCS/AVL/MAP module; (5) Diagnosis of hardware or software failures; (5) Switching to repair loaner hardware, *if available*; (6) Processing of hardware covered under manufacturer's warranty or extended service plan; (7) Software setup for new and replacement MDTs (excluding installation in vehicle); (8) Operating System (OS) licenses; and (9) Administration of the System and said agreement. The Goodhue County Sheriff's Office shall invoice each USER agency of this agreement annually and prior to a newly covered year.

3.9 Time and Materials Billing for Additional Services

The following services are NOT included in the annual fixed price MDT support fee and will be billed on a time and materials basis: (1) Out of warranty hardware repairs (2) Software support related to USER installed software which is not part of the core MDT/CAD suite; (3) Software support related to misuse; and (4) Physical damage to hardware. Any requested time and material services must be agreed to in advance.

3.10 List of Core Supported Systems and Approved MDT Hardware.

COUNTY will periodically update, and make available to USER, a list of the core COUNTY MDT/CIS software systems and functions that are supported under this agreement, and a list of certified MDT hardware that is approved by the COUNTY for use on the System, see Appendix B.

3.11 One-time Licenses for new MDT System Devices

In accordance with Goodhue County's contract with Computer Information Systems, Inc. of Skokie, IL, one-time client license fees for the various mobile data modules are required. COUNTY agrees to keep updated numbers for any USER that wishes to add new MDTs and/or iOS/Android devices to the System. See Appendix C.

4. OTHER PROVISIONS

4.1 System Access Rights

Access permissions and rights to the CIS software will be authorized, provisioned and maintained by the Goodhue County Emergency Communications Center (ECC). USER agencies agree to notify the ECC and Goodhue County IT at least one week in advance of any changes regarding USERS. Goodhue County IT reserves the right to disable a mobile device connection for security concerns after receiving approval from the Sheriff or Sheriff's representative. In such an event, Goodhue County IT will then notify the USER of actions taken.

4.2 MDT Amendment & Agreement

USER agencies agree to comply with the terms and conditions of this agreement.

4.3 Mutual Indemnification

Each party to this agreement shall be liable for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees or agents. Each member agency agrees to defend, indemnify and save harmless the other USER agencies, their employees, and officers against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act omission of the party, its agents, servants, or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this agreement.

Nothing in this agreement shall be considered a waiver of any of the immunities and limitations on liability provided for under Minn. Stat. Ch. 466 or any other applicable law.

This section shall survive the termination of this agreement or a party's withdrawal from the agreement.

4.4 Term

This agreement will remain in effect until such agreement is terminated by a USER agency or the COUNTY. Any violation of this agreement by a USER agency shall be cause for termination upon (60) days advance written notice. During the pendency of an alleged violation, the COUNTY may authorize the suspension of the USER agency's access to the System. The agreement may also be terminated by mutual consent of the member agencies. The COUNTY reserves the right to terminate the agreement, at its discretion, upon the termination of its contract with CIS, Inc., or upon a significant change in the terms of the CIS contract.

4.5 System Impacts

COUNTY does not warranty any hardware or software obtained from third party vendors. COUNTY shall not be liable or responsible for system, software, or equipment failures that are beyond its control, including unplanned outages.

COUNTY ADMINISTRATOR APPROVAL

USER, having signed this contract, and the County having duly approved this agreement on the ____ day of _____, _____, and pursuant to such approval, the proper County officials having signed this contract, the parties hereto agree to be bound by the provisions herein set forth.

Reviewed by County
Attorney's Office:

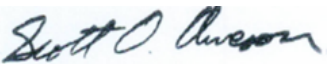
COUNTY OF GOODHUE
STATE OF MINNESOTA

Stephen F. O'Keefe
County Attorney

Date: October 16, 2024

By: 
County Board Chair

Date: 10/15/24

By: 
County Administrator

Date: 10/15/24

USER

Name: _____

By: _____

Title: _____

and

By: _____

Title: _____

Goodhue County Sheriff's Office
Emergency Services Division

Appendix A

Mobile Data Terminal (MDT) Agreement
Appendix A: 2025 Annual Subscriber Fees

Device / Support Type	Goodhue County Support Fee
LE Mobile Data Terminal (MDT)	\$750.00*
Fire/EMS Mobile Data Terminal	\$550.00*
iOS/Android Applications	\$150.00
Goodhue County IT Support	\$90.00/hr.
Sheriff's Office Technical Support	\$90.00/hr.

***See Section 3.8 Fixed Annual MDT Fleet Support Fee (RMS billed separately)**

Goodhue County Sheriff's Office
Emergency Services Division

Appendix B

Mobile Data Terminal (MDT) Agreement

Appendix B: Certified for Use/Minimum Hardware/Software Operations Requirements

As of 04/2024

MDT devices shall be capable of a Windows operating system within the following minimum hardware requirements. Supported MDT hardware includes Panasonic and Dell. Getac* hardware may be used with prior approval.

Operating System:	Windows 10 (64-bit)
Processor:	3 GHz or faster
RAM:	16 GB
Storage:	512 GB SSD
Wi-Fi:	Wi-Fi 6 or newer
GPS:	Dedicated GPS/WWAN*
Cellular:	Dedicated Band 14

Highly recommended is a 4–5-year protection plan for MDT devices.

Devices are not required to be ‘rugged’ – It is certainly recommended, but a USER agency could decide to use semi-rugged or standard laptops if the USER agency understands and accepts the risks.

**Getac devices would require additional time for setup and configuration*

***Dedicated GPS is not necessary if deployment uses a cellular modem within the vehicle’s LAN that can pass GPS data and the MDT device is connected to that vehicle’s LAN.*

Subject to Change with Technological Advances

Goodhue County Sheriff's Office
Emergency Services Division

Appendix C
Mobile Data Terminal (MDT) Agreement
Appendix B: One-Time Licenses
As of 04/2024

One-time client license costs are billed in accordance with Goodhue County's contract with Computer Information Systems, Inc. of Skokie, IL. Any new or additional MDT device above existing license numbers are billed the following client license fees at the time of activation:

Law Enforcement MDT (\$3,200):

- MCS Client License \$800.00
- MCS Map Client \$300.00
- AVL Mobile Client \$300.00
- Citation Module \$300.00
- Mobile Field Reporting \$1,200.00
- *County IT On-Board* \$350.00*

Fire/EMS MDT (\$1,300.00):

- MCS Client License \$1,000.00
- AVL Mobile Client Included
- *County IT On-Board* \$350.00*

Smartphone Application:**

- LE User without MDT \$1,000.00
- Fire/EMS User \$1,000.00

Authentication Tokens & Licenses (hardware/software):

- Bundles of 15 \$2,500.00

**Includes VPN client license and initial on-boarding/configuration of a new MDT device by County IT Support. Note: Additional fee(s) could exist if more VPN licenses are needed*

***CIS Smartphone applications not in production as of this publication. Unknown one-time costs remain. Current LE MDT Users who already maintain MDT licenses will maintain the same number of smartphone licenses.*