

CITY OF CHIPPEWA FALLS, WISCONSIN

NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of the:

Committee #4

Recycling, Computerization/Building/Intergovernmental Services

Will be held **Tuesday, April 2, 2019 at 5:30 pm in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI.**

Items of business to be discussed or acted upon at this meeting are shown on the attached agenda below:

1. **Discuss replacement of flooring in the Council Chambers. Possible recommendations to Council.**
2. **Discuss Memorandum of Understanding between the Eau Claire County Sheriff's Office and the Chippewa Falls Police Department relative to Special Weapons and Tactics Team (SWAT). Possible recommendations to Council.**
3. **Discuss Intergovernmental Agreement between Chippewa County and the City of Chippewa Falls for the Provision of Public Safety Data Sharing Services. Possible recommendations to Council.**
4. **Adjournment**

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

Please note that attachments to this agenda may not be final and are subject to change.
This agenda may be amended as it is reviewed.

CERTIFICATION OF OFFICIAL NEWSPAPER

I hereby certify that a copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on March 28, 2019 at 2:35 pm by BNG.

MEMORANDUM OF UNDERSTANDING

**between the
Eau Claire County Sheriff's Office
and the
Chippewa Falls Police Department**

Purpose:

The purpose of this memorandum of understanding (MOU) between the aforementioned parties is to establish a formal framework for joint actions involving the parties as it relates to the participation of having officers from the Chippewa Falls Police Department join with the Eau Claire County Sheriff's Office Special Weapons and Tactics Team (SWAT).

Term:

Services under this Agreement shall commence January 1, 2019 and shall continue through December 31, 2019 unless terminated by either party upon a 30-day written notice provided via certified mail, return receipt requested. This Agreement will automatically renew itself annually for one (1) year terms unless terminated as provided for above.

1. The Eau Claire County Sheriff's Office and the Chippewa Falls Police Department recognize the requirement and duty to provide citizens with proficient, well-equipped, and professional law enforcement services. The ability to respond to extremely volatile and dangerous emergency situations is a component of those law enforcement services.
2. The Eau Claire County Sheriff's Office has a group of sworn law enforcement officers that serve as members of a specially trained group referred to as the Special Weapons and Tactics Team (SWAT).
3. The Chippewa Falls Police Department will provide officers as members of the Eau Claire County Sheriff's Office SWAT. When possible, the Chippewa Falls Police Department officers will respond to SWAT call-outs. While responding, the Chippewa Falls Police Department officers will fall under the privileges and rules of the Mutual Aid Statute §66.0313, Wis. Stats.
4. The Chippewa Falls Police Department officers, while working as an Eau Claire County Sheriff's Office SWAT member, shall remain a Chippewa Falls Police employee at all times. It is also understood that the officer's wages, while working as a SWAT member,

shall be paid by the Chippewa Falls Police Department. This includes training hours and actual call-out hours.

5. The Chippewa Falls Police Department officers, while activated and serving as an Eau Claire County Sheriff's Office SWAT member, are under the command and direction of the Eau Claire County Sheriff. Furthermore, it is understood that the Chippewa Falls Police Department officers shall comply with all lawful orders given by the SWAT Commander and Sheriff during the deployment, activation and training of the SWAT.
6. The Chippewa Falls Police Department officers will have completed a basic SWAT course or equivalent or be required to attend training at the expense of their home agency. Any advanced training, outside of the standard monthly training must be approved by the Chief of Police.
7. The Chippewa Falls Police Department officers may attend the scheduled training sessions when practical. The Chippewa Falls Police Department officers may be excused from this training requirement upon the written approval of the SWAT Commander and/or Chippewa Falls Police Department command. All injuries during training are the responsibility of the Chippewa Falls Police Department. All training and response ammunition for the Chippewa Falls Police Officers shall be the responsibility of the Chippewa Falls Police Department.
8. The Chippewa Falls Police Department officers shall maintain their physical fitness to such a degree as to be able to perform their duties as a SWAT member.
9. The Chippewa Falls Police Department officers while working as an Eau Claire County Sheriff's Office SWAT member shall be allowed to use all weapons, equipment, and vehicles issued by the Chippewa Falls Police Department and by the Eau Claire County Sheriff's Office.
10. The Eau Claire County Sheriff's Office will supply the Chippewa Falls Police Department officers with only minimal tactical equipment therefore the Chippewa Falls Police Department is responsible for providing all tactical equipment as dictated by the Team Commander or his designee. This will include, but be not limited to, tactical ballistic vests, ballistic plates, ballistic plate carrier, holsters, gas masks, uniform, helmets, pouches, weapon slings, gloves, etc. The Chippewa Falls Police Department will be responsible for weapons, radios (including the tactical mic which is the Safariland TCI Liberator II and the radio and (push to talk) will be available with the required frequency as dictated by the Eau Claire County Sheriff's Office.

- Main Frequency Receive 154.875 Transmit 159.030 PL Tone 162.2
- Tactical Freq. Receive 154.950 Transmit 154.950 PL Tone 192.8

11. The Chippewa Falls Police Department officers may wear a subdued Chippewa Falls Police Department SWAT patch with their uniform or elect to use the Eau Claire County patch.
12. During the selection process, the names of potential SWAT officers chosen by the Chippewa Falls Police Department command staff will be presented to the Team Commander for final review and acceptance before they may become a member of the team. The Team Commander, Chippewa Falls Chief of Police, or Eau Claire County Sheriff has the authority to remove officers from the tactical team at will.
13. This agreement does not provide any exceptions to the statutory obligations or requirements to a mutual aid request in the event the Chippewa Falls Police Department requests mutual aid for the Eau Claire County SWAT to respond to the City of Chippewa Falls.
14. The Chippewa Falls Police Department and the Eau Claire County Sheriff's Office agree to indemnify and hold each other harmless for the actions or omissions of their Officers and Employees while acting as a SWAT member from any and all claims, demands, lawsuits and actions arising out of or related to this MOU.

Notices:

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon the Eau Claire County Sheriff's Office to: Ronald D. Cramer, Sheriff, 728 Second Avenue Eau Claire, WI 54703; and upon the Chippewa Falls Police Department.

All parties hereto having read and understood the entirety of this Agreement consisting of three (3) typewritten pages hereby affix their duly authorized signatures.

 Ronald D. Cramer, Sheriff
 Eau Claire County Sheriff's Office

 (Date)

 Matthew Kelm, Chief of Police
 Chippewa Falls Police Department

 (Date)

Proposed New
Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CHIPPEWA COUNTY AND THE (Insert Name of Agency)
FOR THE PROVISION OF PUBLIC SAFETY DATA
SHARING SERVICES**

CHIPPEWA COUNTY, a Wisconsin municipal corporation with offices at 711 North Bridge Street, Chippewa Falls, Wisconsin 54729 (hereinafter "**County**"), and the **(Insert name of Agency)**, a Wisconsin municipal corporation with offices at Address (hereinafter "**Agency**", collectively the "parties", enter into this Intergovernmental Agreement, hereinafter "Agreement", under authority of Section 66.0301, Wisconsin Statutes.

WHEREAS, Section 66.0301, Wisconsin Statutes, authorizes municipalities to cooperate with each other for the receipt or furnishing of services; and

WHEREAS, Chippewa County desires to create a county wide **PUBLIC SAFETY RECORDS SYSTEM** connecting station(s) and mobile unit(s) from all public safety agencies in Chippewa County for application sharing of Records Management System (RMS) and Computer Aided Dispatch (CAD). The sharing of this data will provide all agencies and officers greater safety, efficiency on the job and one central data base for reporting purposes; and

WHEREAS, the County and Agency desire to enter into an agreement to share data through this **PUBLIC SAFETY RECORDS SYSTEM**;

WITNESSETH:

The Agency and Chippewa County enter into this Agreement under authority of Section 66.0301, Wisconsin Statutes, with terms and conditions as set forth below:

SECTION 1. CONTACT PERSONS

The following persons and their assignees are authorized to act on behalf of their respective municipalities in furtherance of this Agreement: For the Agency: xxxxxx. For Chippewa County, Randy Scholz, County Administrator, James Kowalczyk, County Sheriff and Andrew Bauer, Information Technology Director.

SECTION 2. TERM OF AGREEMENT

The initial 5 year term of this Agreement shall be from January 1, 2019 to December 31, 2023, and will auto renew for 5-year terms thereafter.

SECTION 3. RESPONSIBILITIES OF CHIPPEWA COUNTY

Chippewa County shall comply with the following conditions:

1. Provide server/database infrastructure for Public Safety Records System, advanced authentication and a secure connection system.
2. Administer the Public Safety Records System responsible for all final permissions, access to system and global configuration settings.
3. Perform system backups.
4. The county will serve as the hub of the Public Safety Records System and shall therefore have sole control of the configuration, user rights, and setup of the database. The county shall have final say on all decisions affecting the system.
5. **TRAINING FOR THE PUBLIC SAFETY RECORDS SYSTEM WILL BE PROVIDED AS AVAILABLE BY SYSTEM ADMINISTRATORS.**
6. **AT ITS OWN DISCRETION, OR BY REQUEST FROM A DEPARTMENT HEAD/DESIGNATED ALTERNATE, CONDUCT PERIODIC AUDITS I.E. SYSTEM LOGS (ADDS/CHANGES/DELETIONS/VIEWS, REVIEW OF GRANTED PERMISSIONS, ETC), AGAINST ALL PARTICIPATING DEPARTMENTS ACCESSING OR OBTAINING INFORMATION FROM THE 'PUBLIC SAFETY RECORDS SYSTEM' AND THEIR USE WITHOUT PRIOR NOTIFICATION TO THE DEPARTMENTS. NOTE: IT AUDITS WILL BE CONDUCTED BY THE COUNTY'S PSSA'S AND LIMITED TO THEIR INDIVIDUALLY ASSIGNED ACCESS LEVEL(S); I.E. PRIMARY/SECONDARY VERSUS CO-ADMINISTRATOR.**
7. Responsible for maintaining a system log showing department access to the 'Public Safety Records System'. Responsible for all system and UNIX security, to include end user login procedures as follows:

Username

- Max 15 characters in length
- Username consists of first letter of first name followed by last name
- Non-Chippewa County Sheriff department user names will end with the last 3 characters of their ORI

Passwords (per CJIS requirements)

- Passwords will expire after 90 days
- User account will be locked after 4 failed login attempts and will remain locked until a PSSA unlocks the user account
- Passwords cannot be reused once changed within a period of 900 days (2 ½ years)
- Passwords cannot be a dictionary word, proper name, or existing user name

- Minimum length of password will be 8 characters
 - Passwords must contain at least 3 of the following:
 - English uppercase
 - English lowercase
 - Numbers
 - Special characters
 - After the initial password is set by the PSSA, the system will force the user to change their password before being allowed to login
8. System Security
- Shell access will be denied to all users of the Spillman software

SECTION 4. RESPONSIBILITIES OF AGENCY

Agency shall comply with the following conditions:

1. Be responsible for annual maintenance and maintenance increases on Public Safety Records System component(s): software, advanced authentication and secure connection(s).
 - a. Spillman annual maintenance amount for the year of go-live (2019) will be the same as the 2017/2018 TAC10 annual maintenance cost. Chippewa County will invoice the Agency for this with a 0% increase.
 - b. Each year following go live (starting 2020) the Agency will reimburse Chippewa County the maintenance cost from the previous year plus any increase that is set forth by Spillman as part of their annual maintenance contract. Any increase due to additional modules or features will be assessed to the appropriate agency or agencies.
 - c. Advanced authentication and secure connection licensing and maintenance will be purchased by Chippewa County and invoices sent to the Agency according to use.
2. Obtain hardware and support on devices on which to run the Public Safety Records System.
3. Be responsible for any carrier connection fees.
4. Agree to adhere to connection methods required by Chippewa County for access to the Public Safety Records System.
5. Maintain a supported and patched operating system and up to date antivirus protection on machines.
6. Agree to communicate with Chippewa County all maintenance and modification requests of the system including but not limited to user creation, permissions, customizations and system troubleshooting following process guidelines given by Chippewa County.
7. It is expected that authorized participating Chippewa County Fire/EMS/Paramedic and Police Dept. agencies, Chippewa County Sheriff

Dept., and Chippewa County Internal Support Services end-users will consider the information maintained in the 'Public Safety Records System' as **confidential**. End users will not manually or electronically view, reproduce, transmit, transfer, share, or remove records or documents other than those authorized by federal or state statute or proper law enforcement or Fire/EMS authority. 'Public Safety Records' information will not be used for personal use. End users will not disclose the content of any record unless it is consistent with and is required as part of their assigned duties and responsibilities, department procedures or as authorized by law.

8. Department end users accessing the 'Public Safety Records System' or obtaining information from the 'Public Safety Records System' will be held accountable for the appropriate and correct use of the information and proper disposition of the information. Department end users will not take any action that would compromise or jeopardize any law enforcement operation.
9. Department end users accessing 'Public Safety Records System' files or obtaining information from the 'Public Safety Records System' will not knowingly release said information or allow said information to be released to others, for any purpose other than its original intention.
10. Department end users shall not use information from public safety files or the 'Public Safety Records System' for any purpose other than its original intention.
11. Users must comply with the U.S. Department of Justice, FBI and Criminal Justice Information Services (CJIS) Security Policy containing information security requirements, guidelines, and agreements reflecting the will of the law enforcement and criminal justice agencies for protecting the sources, transmissions, storage, and generation of Criminal Justice Information (CJI). The policy applies to every individual – contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity – with access to, or who operate in support of, criminal justice services and information.
12. Users must use their department assigned user ID, password and other access mechanism (example: two-factor identification device), when/where applicable, to access the Public Safety Records System.
13. Users must not give out their username, password or other assigned access mechanism (example: two-factor identification ID serial number/device) to others for the purpose of allowing the other individual to access the 'Public Safety Records System'.
14. Users may not allow others to use the 'Public Safety Records System' under their login.

15. If employed by more than one agency/department, users must use their appropriate user name to gain access to the 'Public Safety Records System' while working for that agency/department.
16. Distribution of 'Public Safety Records System' information or commands which would give users greater access than normally allowed is prohibited.
17. The 'Public Safety Records System' is only to be used for business purposes.

SECTION 5. RECORDS MANAGEMENT

All records generated through use of this county wide Public Safety Records System by the Agency shall be considered records of the Agency and as such the Agency shall be considered the custodian of those records. It is agreed and understood that all requests for records generated through use of the public safety hub, shall be directed to the custodian of the record. It is further understood that the Chippewa County Sheriff's Department is not a custodian of records generated by the Agency.

SECTION 6. RENEWAL, TERMINATION AND REQUIRED NOTICES

This Agreement will auto renew for 5-year periods. Either party may terminate this agreement without cause by providing the other party at least 12 months prior notice of its intent to terminate the agreement. The terminating party shall be responsible for all costs associated with said termination and those costs shall be paid prior to termination. Termination shall occur on January 1 of the year following notification (eg: If notification of intent to terminate is given on November 1, 2019, termination of the Agreement would be effective January 1, 2021).

SECTION 7. GOVERNING LAW AND JURISDICTION

Any disputes arising under this Agreement or issues of interpretation shall be governed by the laws of the State of Wisconsin and shall be heard in the Chippewa County Circuit Court.

SECTION 8. INDEMNIFICATION

Chippewa County agrees to fully indemnify and hold harmless the Agency from and against all claims, actions, judgments, costs, and expenses arising out of damages to a third person or their property caused by the negligence or actions of Chippewa County, its agents or employees, in the performance of this agreement. In addition, the Agency agrees to fully indemnify and hold harmless Chippewa County from and against all claims, actions, judgments, costs, and

expenses arising out of damages to a third person or their property caused by the negligence or actions of the Agency, its agents or employees in the performance of this agreement.

In the event of any action or claim that may involve the County or the Agency, each party agrees to notify the other of such action within 10 days of their receipt of the notice or knowledge of the same.

SECTION 9. MISCELLANEOUS INTERPRETATION

9.01 Section Titles. Section and subsection titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

9.02 Interpretation. If any term, section or other portion of this Agreement is reviewed by a court, such court shall interpret this Agreement as having been jointly drafted by the City and the County.

9.03 Entire Agreement. The entire Agreement of the Agency and the County is contained in this Agreement and it supersedes any and all oral representations and negotiations between the parties.

9.04 Amendments. Any amendments to this Agreement shall be in writing and approved and signed by the signatories to this Agreement.

IN WITNESS WHEREOF, the City and the County certify that this Agreement has been duly approved by their respective governing bodies and those governing bodies have authorized their officers below to execute this Agreement on behalf of the respective municipalities.

(Insert name of Agency)
A Wisconsin Municipal Corporation

By: _____
XXXXXXXXXXXX, City Mayor
Date: _____

By: _____
XXXXXXXXXXXX, Chief of Police
Date: _____

CHIPPEWA COUNTY
A Wisconsin Municipal Corporation

By: _____
Randy Scholz, County Administrator
Date: _____

By: _____
James Kowalczyk, County Sheriff
Date: _____

By: _____
Andrew Bauer, Information Technology Director
Date: _____

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CHIPPEWA COUNTY AND THE CITY OF CHIPPEWA
FALLS FOR THE PROVISION OF PUBLIC SAFETY DATA
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CHIPPEWA COUNTY, a Wisconsin municipal corporation with offices at 711 North Bridge Street, Chippewa Falls, Wisconsin 54729 (hereinafter "**County**"), and the **CITY OF CHIPPEWA FALLS**, a Wisconsin municipal corporation with offices at 30th West Central Street, Chippewa Falls, Wisconsin 54729 (hereinafter "**City**", collectively the "parties" enter into this Intergovernmental Agreement, hereinafter "Agreement", under authority of Section 66.0301, Wisconsin Statutes.

WHEREAS, Section 66.0301, Wisconsin Statutes, authorizes municipalities to cooperate with each other for the receipt or furnishing of services; and

WHEREAS, Chippewa County desires to create a county wide public safety hub connecting station(s) and mobile unit(s) from all public safety agencies in Chippewa County for application sharing of Records Management System (RMS) and Computer Aided Dispatch (CAD). The sharing of this data will provide all agencies and officers greater safety, efficiency on the job and one central data base for reporting purposes; and

WHEREAS, the county and village desire to enter into an agreement to share data through this public safety data sharing system;

WITNESSETH:

The City of Chippewa Falls and Chippewa County enter into this Agreement under authority of Section 66.0301, Wisconsin Statutes, with terms and conditions as set forth below:

SECTION 1. CONTACT PERSONS

The following persons and their assignees are authorized to act on behalf of their respective municipalities in furtherance of this Agreement: For the City of Chippewa Falls: Wendy Stelter, Chief of Police and Greg Hoffman, City Mayor. For Chippewa County, Frank Pascarella, County Administrator, James Kowalczyk, County Sheriff and Christine Haun, Information Technology Director.

SECTION 2. TERM OF AGREEMENT

The initial term of this Agreement shall be from January 1, 2014 to December 31, 2018, and may be renewed for 5-year terms thereafter.

SECTION 3. RESPONSIBILITIES OF CHIPPEWA COUNTY

Chippewa County shall comply with the following conditions:

1. Provide server/database infrastructure for public safety, advanced authentication and secure connection system.
2. Administer the system responsible for all final permissions, access to system and global configuration settings.
3. Perform system backups.
4. The county will serve as the hub of the public safety application database and shall therefore have sole control of the configuration, user rights, and setup of the database. The county shall have final say on all decisions affecting the data base.
5. Training for the system will be provided as available by system administrators

SECTION 4. RESPONSIBILITIES OF CITY OF CHIPPEWA FALLS

City of Chippewa Falls shall comply with the following conditions:

1. Obtain licensing and support for public safety system.
2. Obtain hardware and support on devices on which to run the public safety system.
3. Be responsible for any carrier connection fees.
4. Be responsible for annual maintenance on public safety component(s): software, advanced authentication and secure connection(s).
5. Agree to adhere to connection methods required by Chippewa County for access to public safety system.
6. Maintain up to date antivirus protection on machines and keep machines updated with system patches.
7. Agree to communicate with Chippewa County all maintenance and modification requests of the system including but not limited to user creation, permissions, customizations and system troubleshooting following process guidelines given by Chippewa County.

SECTION 5. RECORDS MANAGEMENT

All records generated through use of this county wide public safety hub by the City of Chippewa Falls, Chippewa Falls Police Department shall be considered records of the City of Chippewa Falls, Chippewa Falls Police Department and as such the City of Chippewa Falls, Chippewa Falls Police Department shall be considered the custodian of those records. It is agreed and understood that all requests for records generated through use of the public safety hub, shall be directed to the custodian of the record. It is further understood that the Chippewa County Sheriff's Department is not a custodian of records generated by the City of Chippewa Falls, Chippewa Falls Police Department.

SECTION 6. RENEWAL, TERMINATION AND REQUIRED NOTICES

This Agreement may be renewed for 5-year periods. Either party may terminate this agreement without cause by providing the other party at least 6 months prior notice of its intent to terminate the agreement. The terminating party shall be responsible for

all costs associated with said termination and those costs shall be paid prior to termination. Termination shall occur on January 1 of the year following notification.

SECTION 7. GOVERNING LAW AND JURISDICTION

Any disputes arising under this Agreement or issues of interpretation shall be governed by the laws of the State of Wisconsin and shall be heard in the Chippewa County Circuit Court.

SECTION 8. INDEMNIFICATION

Chippewa County agrees to fully indemnify and hold harmless the City of Chippewa Falls from and against all claims, actions, judgments, costs, and expenses arising out of damages to a third person or their property caused by the negligence or actions of Chippewa County, its agents or employees, in the performance of this agreement. In addition, the City of Chippewa Falls agrees to fully indemnify and hold harmless Chippewa County from and against all claims, actions, judgments, costs, and expenses arising out of damages to a third person or their property caused by the negligence or actions of the City of Chippewa Falls, its agents or employees in the performance of this agreement.

In the event of any action or claim that may involve the County or the City, each party agrees to notify the other of such action within 10 days of their receipt of the notice or knowledge of the same.

SECTION 9. MISCELLANEOUS INTERPRETATION

9.01 Section Titles. Section and subsection titles in this Agreement are provided for convenience only and shall not be used in interpreting this Agreement.

9.02 Interpretation. If any term, section or other portion of this Agreement is reviewed by a court, such court shall interpret this Agreement as having been jointly drafted by the City and the County.

9.03 Entire Agreement. The entire Agreement of the City and the County is contained in this Agreement and it supercedes any and all oral representations and negotiations between the parties.

9.04 Amendments. Any amendments to this Agreement shall be in writing and approved and signed by the signatories to this Agreement.

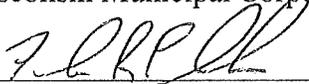
IN WITNESS WHEREOF, the City and the County certify that this Agreement has been duly approved by their respective governing bodies and those governing bodies have authorized their officers below to execute this Agreement on behalf of the respective municipalities.

THE CITY OF CHIPPEWA FALLS
A Wisconsin Municipal Corporation

By: _____
Greg Hoffman, City Mayor
Date: _____

By: _____
Wendy Stelter, Chief of Police
Date: _____

CHIPPEWA COUNTY
A Wisconsin Municipal Corporation

By:  _____
Frank Pascarella, County Administrator
Date: 2-4-14

By: _____
James Kowalczyk, County Sheriff
Date: _____

By: _____
Christine Haun, Information Technology Director
Date: _____