RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

Presented by _____

1 RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached Joint
2 Powers Agreement which includes an indemnification clause, with Dakota County (Criminal Justice
3 Information Integration Network – Non-Dakota County Agency).

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

Requested by Department of:

_____Chief of Police_____

By: J. Smith

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

Criminal Justice System Services Agreement
between
Dakota County
(Criminal Justice Information Integration Network)
and
The City of St Paul

(Non-Dakota County Agency)

THIS CRIMINAL JUSTICE SYSTEM SERVICES AGREEMENT (the "Agreement") is made and entered into by and between the County of Dakota, Minnesota, through its Criminal Justice Information Integration Network program ("CJIIN"), and the City of St Paul, Minnesota, acting through and for its Police Department ("the City"). Dakota County/CJIIN, and the City are each sometimes referred to herein as a "Party" and collectively as the "Parties."

The Parties enter into this Agreement pursuant to their authority under Minn. Stat. §471.59 to provide assistance to, and act in coordination with, other political subdivisions within the state of Minnesota as deemed necessary to benefit the public

1. Definitions.

(a) **"System Software"** means CJIIN's proprietary computer software program(s) set forth in Attachment A (the "System Overview"), in object code form only, including all Updates.

(b) **"CJIIN System"** means the Internet site operated by Dakota County/CJIIN, accessible by the City through secure access points, with a specific Uniform Resource Locator to be provided to the City (or any successor URL).

(c) **"City Data"** means eBriefing Pickup data and the data that the City's Permitted Users enter into the CJIIN System which will only be accessible to the City.

(d) **"Equipment"** means the minimum required hardware and operating environment used by the City to access the CJIIN System as detailed in Attachment E ("Hardware Requirements), as updated by CJIIN when necessary.

(e) **"Documentation"** means any CJIIN user manuals, training or education materials, technical manuals, and specifications describing the System Software and Services created by CJIIN, and any Provider Content made available to the City, in printed and/or electronic form, including all Updates.

(f) **"Permitted User"** means the City's employees and agents who are provided access to the System Software in accordance with the procedures in Section 10 of this Agreement.

(g) **"Provider Content"** means CJIIN's reports, information, and data, made available to the City as part of the Services.

(h) **"Renewal Term"** has the meaning set forth in Section 16.

(i) **"Services"** means the operation and maintenance of the System Software and utilities in CJIIN's host computer system, providing Provider Content to the City, storing City Data, and making the System Software, Provider Content, and City Data available to Permitted Users via the CJIIN System, as more fully described in Attachment A. Services do not include integrating the CJIIN System or City Data with any application or computer system outside of the CJIIN Applications.

(j) **"Update"** means, as applicable, any update, modification, or new release of the System Software, Documentation, or Provider Content that CJIIN makes generally available to the City at no additional cost.

2. **Provision of On-line Services**.

(a) The City hereby engages CJIIN, and CJIIN hereby agrees (subject to the terms and conditions herein) to provide the Services more fully described in this Agreement and in the system overview attached as Attachment A (the "System Overview"). CJIIN agrees to provide the Services to the City in accordance with the terms of this Agreement and grants to the City a non-exclusive, non-assignable and non-transferable license during the Term of this Agreement to enter City Data into the CJIIN System and access and use the System Software and Provider Content, only by Permitted Users, in accordance with all of the terms and conditions in this Agreement.

(b) The City acknowledges and agrees that CJIIN's provision and performance of the Services is dependent and conditioned upon the City's full performance of its duties, obligations and responsibilities hereunder. CJIIN acknowledges and agrees that the City's payment for the Services obligates CJIIN to perform its duties, obligations and responsibilities during the term of this Agreement or any subsequent Renewal Term. Access to specific components of the System Software is dependent upon the City making timely payment of the annual fees required for each component or application.

(c) Each party shall at all times during the term of this Agreement designate an individual to serve as its CJIIN services manager who shall be the primary point of contact regarding the Services provided and the rights or obligations of each Party under this Agreement.

3. **Additional CJIIN Responsibilities**.

During the Term of this Agreement, CJIIN shall be responsible for the following:

(a) CJIIN shall provide all required hosting and operations support for the applications described in the System Overview in a centralized facility.

(b) CJIIN may from time to time, in its sole discretion, install Updates, modify the Services or any component thereof provided that such Updates shall perform and contain functionality that is equivalent to or better than the current version of the Services. CJIIN will complete such installations and modifications between the hours of 4 AM and 7 AM, when possible, to minimize any impact on the City's use of the System Software and Services. CJIIN will notify the City by standard methods of notification such as email, system generated messages on the System home page or similar communication methods, in advance of the installation of an Update or modification to the Services.

(c) CJIIN will provide support and System maintenance to the City as more fully described in this Agreement and the System Overview.

(d) Excluding the costs the City must pay CJIIN as described in this Agreement, CJIIN shall provide, at no additional cost to the City, all communications equipment, telephone and communications lines, power, telephone service and other utilities at CJIIN's facilities up to the point of connection to the State optic fiber at the Dakota County Administration Center in Hastings, Minnesota, and to perform the Services and accomplish the purposes of this Agreement.

(e) Excluding the costs the City must pay CJIIN as described in this Agreement, CJIIN shall provide, at no additional cost to the City, the necessary personnel, facilities, hardware, software, servers, routers and related equipment up to the point of connection to the State optic fiber at the Dakota County Administration Center in Hastings, Minnesota to meet CJIIN's responsibilities under this Agreement.

(f) CJIIN will install and maintain System security measures including password protection, firewall protection, data encryption, continuous monitoring of CJIIN's system, and will conduct regular security audits. If CJIIN learns that any person has breached the security implemented for CJIIN's System, or suspects that such security has been breached, CJIIN will promptly notify the City and take reasonable corrective action to prevent such breaches.

(g) CJIIN shall have in place during the Term of this Agreement a Business Continuity and Disaster Recovery Plan and will utilize industry standard back-up and archival procedures.

(h) CJIIN will configure and maintain the system to provide reasonable system response time for the City's Permitted Users, to the extent within the control of Dakota County/CJIIN.

(j) If requested, CJIIN will provide best practices advice to the City for implementing the Services at the City's business locations.

(k) CJIIN will provide training on the use of CJIIN's System for the City Permitted Users as set forth in Section 9 of this Agreement.

(l) CJIIN shall be responsible for ensuring that it's Services and the performance of CJIIN's other obligations hereunder comply with all laws applicable to CJIIN, including the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

4. City Responsibilities.

During the Term of this Agreement, the City shall be responsible for the following:

(a) The City shall provide, at no cost to CJIIN, all communications equipment, telephone and communication lines, power, telephone service and other utilities at the City's facilities as may be necessary or reasonably desirable to utilize the Services and accomplish the purposes of this Agreement.

(b) The City shall provide, at no cost to CJIIN, the necessary personnel and facilities to meet the City's obligations hereunder.

(c) The City shall follow the identity management procedures and provide the first-line support, maintenance and other services more fully described in this Agreement and the System Overview and such other procedures and services as the Parties may establish from time to time.

(d) The City shall be responsible for ensuring that the City's use of the Services and the performance of its other obligations hereunder comply with this Agreement and all laws applicable to the City.

(e) When accessing or using the CJIIN System, the City shall comply with the Minnesota Government Data Practices Act and other applicable data practices or privacy laws.

5. System Features and Configuration.

The City acknowledges and agrees that it will *only* be using criminal justice applications *in the CJIIN System* that are also utilized by other criminal justice agencies in Dakota County and elsewhere in Minnesota *for the City providing eBriefing Pickup data*. The capabilities and functions of the System Software now and in the future will be determined primarily by direction from the CJIIN Steering Committee and available funding. When settings or features have been added to the System Software that are designed by CJIIN to be configurable for specific users of the System, the Parties shall work cooperatively to identify System features or functionality (common practices, processes, and procedures conducted by the City in day-to-day operations as they relate to utilizing the System Software and Provider Content) that are configurable to best fit the City's business practices. CJIIN shall set available configurations in the System Software for the City, or shall train designated City staff how to configure the Services and System Software.

6. Ownership, Protection and Security.

(a) The City acknowledges and agrees that nothing in this Agreement or any other agreement grants the City any licenses or other rights with respect to CJIIN's Software System (source code or object code) or Services other than the right to receive Services as expressly provided herein. CJIIN shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with CJIIN's Software System and Services and all components thereof and associated documentation, except as expressly provided herein.

(b) Ownership of any City Data including text, graphics or other information or content materials and all records and databases supplied or furnished or entered into the System by the City hereunder for incorporation into or delivery through the application(s) described in the System Overview shall remain with the City, and CJIIN shall have no use of any such material during the term of this Agreement or upon termination of this Agreement except for the eBriefing Pickup data. Upon termination of this Agreement CJIIN shall return all City Data, text, graphics or other information to the City.

(c) CJIIN grants to the City a limited license during the term of this Agreement to use and reproduce CJIIN's trademarks and logos for purposes of including such trademarks and logos in City materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to the City's standard guidelines and requirements for use of such trademarks and logos.

(d) By storing City Data on CJIIN's equipment and System, CJIIN does not obtain any ownership interest in City Data except to the extent that CJIIN is obligated to keep this data intact and secure and to regularly backup the data for redundancy and disaster recovery purposes. As between the City and CJIIN, City Data is and shall remain the sole and exclusive property of the City, including all applicable rights to copyrights, trademarks or other proprietary or intellectual property rights thereto. The CJIIN System and/or the System Software shall not be shared City data with other law enforcement agencies or others except where required by the Minnesota Government Data Practices Act and other applicable data practices or privacy laws except for the eBriefing Pickup data.

(e) The City shall be responsible for responding to any data practices requests related to any City Data that the City or its Permitted Users have entered into the System but that both Parties shall abide by the Minnesota Government Data Practices Act and other applicable data practices or privacy laws.

7. Implementation.

Within Fourteen (14) days after the Parties execute this Agreement, CJIIN and the City shall complete a mutually agreed-upon implementation plan that includes an access/installation schedule and a System training and testing schedule.

8. Acceptance Testing.

The City shall have thirty (30) days in which to test the System Software and Services in a live production environment to ensure that they conform to the Documentation and descriptions in this Agreement. The System Software and the Services are deemed rejected by the City if the City submits a written notice of rejection to CJIIN, prior to the expiration of the thirty (30) day testing period. Upon such notice, CJIIN shall have thirty (30) days to correct the System Software and/or Services at no cost to the City. In the event CJIIN is unable to make adequate corrections within such thirty (30) day period, the City may terminate this Agreement. In the event the City fails to submit a notice of rejection within the required period or if CJIIN makes all corrections within the applicable cure period, the City will be deemed to have accepted the System Software and Services ("Acceptance").

9. Support; Training.

CJIIN shall provide the City and its Permitted Users with technical support and training regarding the use of the Services. The technical support shall include: (i) unlimited telephone, facsimile and e-mail "hot-line" support during CJIIN's business hours, and (ii) other support set forth in **Attachment B**, as modified by CJIIN from time to time. CJIIN shall provide eight hours of user and administrator training to Permitted Users of the City on the use of the Services, with individual sessions of not more than two hours in length. Any training beyond the eight total hours of free training will be billed to the City at the rates in **Attachment C**, as modified by CJIIN from time to time. The training will occur at the City's facilities and be of sufficient detail for a "train the trainer" model of instruction. CJIIN will provide the City with any training materials and documentation it has created for this purpose for use by Permitted Users and the City's internal trainers.

10.. Identity Management Responsibilities.

(a) User Access Restrictions

The Parties acknowledge and agree that access to the System Software and Services will be restricted to those employees or agents of the City having a business need to enter and view City Data or Provider Content. The City will restrict access to the System to Permitted Users with verified identities that have created a digital identity on the CJIIN System using the procedures in this Section 10 and **Attachment D** to this Agreement.

(b) Request for Access

The City commences the identify authentication process by completing and submitting a Request for CJIIN System Access Form and an Agency Identification Form (provided by the

County). The City official or employee signing this Agreement cannot be the same person signing the Request for Access Form.

The Request for Access Form and the Agency Identification Form must be signed by two City employees; the person initiating the request for access and another person approving the request for access. At the discretion of CJIIN, these signatures may be electronic signatures.

The City may authorize one or more persons to initiate the Request for Access Form and one or more persons to approve the Request for Access Form. These authorized persons can be identified by name or by position title. The City shall notify CJIIN of the authorized persons and the City shall provide notification of any changes to the list of authorized persons. A Request for Access Form must be resubmitted to CJIIN at the commencement of each Renewal Term of this Agreement.

(c) Permitted Users Digital Identities

The City shall identify each employee or agent who will have access to the CJIIN Software System or Services by providing user profile data on each person on the Agency Identification Form. The Dakota County Attorney's Office or its designee will verify the identity of the persons signing the Request for Access Form and the permitted users listed on the Agency Identification Form. The County Attorney's Office will notify the CJIIN program staff of the results of the identification verification process. If the Request for Access Form is properly executed, the CJIIN program will notify verified Permitted Users of the procedures for creating a unique digital identity on the CJIIN system. After completing the digital identity process, each permitted user shall be the owner of his or her own digital identity on the System consisting of a user name and password.

The City shall promptly notify the CJIIN program whenever a Permitted User ceases to be an employee or agent of the City or no longer holds a position that requires access to the System. Authorization to access to the System by all City Permitted Users will expire on the date this Services Agreement terminates.

11. CJIIN Representations and Warranties.

(a) Dakota County/CJIIN shall cause the Services to be accessible to the City, except for scheduled maintenance and required repairs, and except for any interruption due to causes beyond the reasonable control of Dakota County/CJIIN including, but not limited to, any Force Majeure Event (as defined in Section 19).

(b) Dakota County/CJIIN warrants that the System Software, Provider Content, and Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in this Agreement, its Schedules and attachments, and the applicable specifications and Documentation, not including any post-Acceptance modifications or alterations to the Documentation which represent a material change to the functionality of the System Software, Service, or Provider Content; when used on the Equipment in accordance with the Documentation and all of the terms and conditions hereof.

(c) The System Software and Services are compatible with and will operate successfully on the Equipment and CJIIN will use reasonable efforts to make the System Software and Services function properly with Internet browsers approved by CJIIN.

(d) In the event that the City discovers a non-conformance with any of Dakota County/CJIIN's warranties or representations as stated in this Agreement, the City shall promptly inform CJIIN in writing and, upon receipt of such notice: (i) Dakota County/CJIIN shall correct the non-conformity within a reasonable period of time not to exceed thirty (30) days without any additional charge to the City; or (ii) in the event that Dakota County/CJIIN cannot effect such corrections within a reasonable time using best efforts, the City may terminate the Agreement and obtain a pro rata refund of the annual fees paid to CJIIN hereunder, allocable to the period after the termination of this Agreement.

(e) *Termination Option for Chronic Problems.* The City may terminate this Agreement for cause and without penalty by notifying CJIIN within ten (10) days following the end of a calendar month in the event either of the following occurs: (1) the City experiences more than ten (10) Downtime periods resulting from five (5) or more nonconsecutive downtime events during the calendar month; or (2) the City experiences more than forty-eight (48) consecutive hours of downtime due to any single event. Such termination will be effective thirty (30) days after receipt of such notice by CJIIN. If the City terminates this Agreement for such chronic problems, within 30 days CJIIN shall refund to the City a prorated share of the annual fees paid by the City for the current year. Downtime as used in this section does not include periods that they System is unavailable due to routine or scheduled maintenance or the installation of upgrades or patches.

(f) **THE SERVICE LEVEL WARRANTY SET FORTH HEREIN SHALL ONLY APPLY TO THE SYSTEM PROVIDED BY DAKOTA COUNTY/CJIIN AND DOES NOT APPLY TO: (A) ANY PROFESSIONAL SERVICES; (B) ANY SUPPLEMENTAL SERVICES; (C) ANY SERVICE(S) THAT EXPRESSLY EXCLUDE THIS SERVICE LEVEL WARRANTY (AS STATED IN THE SYSTEM OVERVIEW FOR SUCH SERVICES). THIS SECTION STATES THE CITY'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY DAKOTA COUNTY/CJIIN TO PROVIDE SERVICE(S).**

(g) *Ownership of Services and System Software.* Dakota County/CJIIN warrants that it is the sole owner or otherwise has the right and authority to provide the System Software, Provider Content and Services to the City and Permitted Users as set forth in this Agreement. If Dakota County/CJIIN's ownership rights are successfully challenged to the extent that the City must cease using the Services, CJIIN shall refund a prorated portion of the annual fees paid by the City for the current term of this Agreement as measured from the date the City must cease using the Services.

(h) *No Other Warranty.* **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND THE CITY'S USE OF THE SERVICES IS AT ITS OWN RISK. DAKOTA COUNTY/CJIIN DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR**

IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CJIIN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(i) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* DAKOTA COUNTY/CJIIN DOES NOT AND CANNOT CONTROL THE FLOW OF DATA BETWEEN THE POINT THAT THE CJIIN SYSTEM CONNECTS TO THE INTERNET (WHETHER SECURE OR NOT) AND THE CITY'S FACILITIES AND EQUIPMENT. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT THE CITY'S CONNECTIONS TO CJIIN'S SYSTEM. ALTHOUGH CJIIN WILL USE REASONABLE EFFORTS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, CJIIN CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, DAKOTA COUNTY/CJIIN DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

12. Nondisclosure.

Through exercise of each Party's rights under this Agreement, each Party may be exposed to the other party's technical and financial information and criminal justice data, in electronic, magnetic, photographic and other forms, that is confidential or private information ("Confidential Information"). In recognition of the other Party's need to protect its legitimate business interests and legal obligations, each party agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other Party as confidential or private and that, except as required by law including the Minnesota Government Data Practices Act, it will not redistribute or disclose to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity any of the other Party's Confidential Information. If Confidential Information is required by subpoena, court order or government requirement to be disclosed, each Party shall give the other Party prompt written notice of such subpoena, court order or government requirement to allow the other Party an opportunity to obtain a protective order to prohibit or restrict such disclosure.

13. Data Security.

During the term of this Agreement, CJIIN shall, at a minimum, implement the following procedures designed to protect the security of City Data:

(a) User identification and access controls designed to limit access to City Data and the City's Confidential Information to the City Permitted Users;

(b) Industry standard firewalls regulating data entering CJIIN's internal data network from an external source, which will enforce valid secure connections between internal and external systems;

(c) CJIIN and Dakota County will maintain and follow a disaster recovery plan designed to maintain access to the System Software and Services and to prevent the unintended destruction of City Data or City Confidential Information;

(d) Regular CJIIN employee training regarding the security and data recovery programs referenced in this Section.

14.   Liability Limitations.

(a) **OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, DAKOTA COUNTY/CJIIN DOES NOT MAKE ANY WARRANTIES TO THE CITY OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. DAKOTA COUNTY/CJIIN SHALL NOT BE LIABLE TO THE CITY OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.**

(b) Under no circumstances shall Dakota County/CJIIN's total liability to the City or any other person, related to the System Software, Provider Content, or performance of Services under this Agreement exceed the aggregate amount of fees and revenue received by CJIIN hereunder for the prior twelve (12) month period.

15.   Indemnity.

Dakota County/CJIIN Indemnity.

Dakota County shall indemnify, defend, and hold harmless the City and its officers, employees and agents with respect to claims, losses, damages, causes of action and liability of any kind, including court costs, attorneys' fees and expert witness fees ("Claims") to the extent that it is based upon (i) any third party claim arising out of Dakota County/CJIIN's breach of its obligations under this Agreement, or (ii) any third party claim that the Services, System Software, Provider Content or Documentation infringes any copyright, patent, trademark, trade secret or other intellectual property right of any third party (an "Infringement Claim"); *provided, however,* that Dakota County/CJIIN shall have no obligation pursuant to the foregoing indemnification provision to the extent that the Claim is based solely on (a) any use of the Services, System Software, Provider Content or Documentation by the City in material breach of this Agreement, or (b) any use of the Services, System Software, Provider Content or

Documentation by the City in conjunction with any third party product, data, hardware or software not provided by CJIIN.

The foregoing states the entire liability of Dakota County/CJIIN with respect to any Infringement Claim.

City Indemnity.

The City shall indemnify, defend, and hold harmless Dakota County/CJIIN and its officers, employees and agents with respect to any Claims sustained by Dakota County/CJIIN, to the extent such Claim is based upon any third party action related to (a) the City's access or use of all or part of the Services, System Software, Provider Content or Documentation; (b) any material including, without limitation, any report, output or result generated in connection with the use of the Services, System Software, Provider Content or Documentation and provided to a third party by the City, its employees, agents, contractors or sub contractors; and (c) the City's Data.

These mutual indemnification obligations are subject to the limitations and immunities of Minn. Stat. Ch. 466.

16.   Term and Termination.

(a) This Agreement shall commence as of the date executed by both Parties and shall remain in effect until December 31 of the year in which it is executed, unless terminated earlier by either party as set forth below (16(c)) ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") of one calendar year, commencing on January 1 and expiring on December 31 of subsequent years, provided the City notifies CJIIN at least thirty (30) days prior to the end of the Initial Term or a Renewal Term of its intent to extend the term of this Agreement.

(c) Each Party reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each Party shall have the right to terminate this Agreement without cause upon ninety (90) days prior written notice to the other party. If the City has not breached this Agreement and CJIIN terminates this Agreement pursuant to this Section 16 (c), within thirty (30) days CJIIN shall refund to the City that portion of the annual fee paid by the City that is equivalent to the remainder of the current term of this Agreement If CJIIN has not breached this Agreement and the City terminates this Agreement pursuant to this Section 16 (c), CJIIN shall retain all of the annual fee paid by the City for the current term of this Agreement.

(d) Within sixty (60) days of termination of this Agreement, CJIIN shall provide the City with a copy of all City Data contained in Dakota County/CJIIN's System. Within a reasonable time after providing the City Data, CJIIN shall delete and remove all of the City Data from Dakota

County/CJIIN's servers and data storage facilities and shall verify to the City that this has been accomplished.

17. Fees and Payments.

(a) *Initial Term.* For the services provided by CJIIN during the Initial Term of this Agreement, the City shall pay CJIIN an annual fee of $5,000 for access to the e-Briefing application only.

(b) *Renewal Term(s).* For each Renewal Term, CJIIN will continue to provide the City with the Services, and will provide maintenance and support services as described herein, provided the City pays CJIIN in advance the annual fee then in effect for the number of City Permitted Users and the types of services it is utilizing. The Parties agree that for the first Renewal Term, the City will pay CJIIN an annual fee of $5,000 for access to the e-Briefing application only. If there is achange in the annual fee charged to the City for the second Renewal Term or any term thereafter, CJIIN shall give the City written notice of such increase at least thirty (30) days prior to the expiration of the applicable term. The fee for any Renewal Term will be the annual fee in effect on January 1 of the Renewal Term year. If the City requests access to CJIIN applications in addition to the e-Briefing application, the City will pay the additional fees then in effect for such other applications.

(c) Fees for any consulting services provided by CJIIN that are outside the services that CJIIN must provide under this Agreement shall be at the rates stated in **Attachment C**.

18. Participation on the CJIIN Steering Committee.

The CJIIN Steering Committee provides direction to CJIIN program staff and Dakota County on the use of CJIIN funds and upgrades and modifications to the CJIIN criminal justice applications and System. The Steering Committee consists of representatives from Dakota County and cities located within Dakota County that have committed staff time and financial resources to develop the CJIIN applications and System. During the Term of this Agreement, the City may participate in the CJIIN User Groups and provide input through those groups; however the City will not be a member of the Steering Committee. The Steering Committee will consider suggestions from the User's Group for modifications to or additional functionality of the System Software and Provider Content, although the final decision on changes and additions to the System will be made by the voting members of the Committee.

19. Force Majeure.

Neither Party shall be liable to the other Party for any damages, costs, expenses or other consequences incurred by a Party or by any other person or entity as a result of delay in or inability to deliver any Services or comply with other obligations and responsibilities under this Agreement due to circumstances or events beyond the Party's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation

delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

20. Miscellaneous.

Assignment. The Parties shall not assign its rights or obligations under this Agreement without the prior written consent of the other party.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.

Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Parties. No failure or delay by either Party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.

Governing Law. This Agreement shall be governed by the laws of the state of Minnesota, and the Parties hereby submit to exclusive jurisdiction in the federal and state courts located in Minnesota for all disputes in connection with this Agreement or the transaction contemplated hereby.

Notices. Except as provided otherwise in this Agreement, all notices and other communications required or permitted hereunder shall be in writing and shall be mailed by United States first class mail, postage prepaid, sent by facsimile or delivered personally by hand or nationally recognized courier. All such notices and other written communications shall be effective one business day after the date of mailing, receipt of confirmed facsimile transmittal or delivery. All notices shall be addressed to the applicable Party at its respective address first set forth above or such other address as may be designated on notice to the other Party pursuant hereto.

Independent Contractors. Dakota County/CJIIN and its personnel or agents, in performance of this Agreement, are acting as independent contractors and not as an employees or agents of the City. Under no circumstances will either Party have the right or authority to enter into any contracts or assume any obligations for the other or to give any warranty to or make any representation on behalf of the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above. This Agreement shall be effective only when executed below by both Parties.

CITY OF ST PAUL

By _____
Chief of Police

Date of Signature _____

By _____
Director of Financial Services

Date of Signature _____

Approved by Dakota County Board

Resolution No. 07-233

By _____
City Attorney Office

Date of Signature _____

COUNTY OF DAKOTA

By _____

Date of Signature _____

Approved as to Form (Asst County Attorney):

By _____

Date of Signature _____

Dakota County Attorney's Office
Dakota County Judicial Center
1560 Highway 55
Hastings, MN 55033
651-438-4438

Criminal Justice System Services Agreement St Paul v1 11-04-2009

ATTACHMENT A

SYSTEM OVERVIEW

The CJIIN System includes the following applications:

eBriefing: eBriefing is a web application that enables ~~the data~~ <u>City Data</u> entry, viewing, and tracking of police roll call briefing information. Nine categories of <u>State</u> data are available and shared between law enforcement agencies. The application includes notifications of situational changes, various levels of security, and advanced auditing.

Search, Administration, and Clipboard: The CJIIN Search application provides ~~criminal justice users~~ <u>the City</u> the ability to search <u>the City's </u>local databases for briefing, forms, prisoner, warrant and arrest information. Configurable preferences allow ~~agencies~~ <u>the City</u> to customize the CJIIN applications for ~~their personal and agency~~ <u>the City's</u> use. The Clipboard application is the foundation for allowing personnel to enter information once, and then copy data to the CJIIN Clipboard to re-use that information throughout the <u>City's</u> criminal justice process. The Administration application allows ~~agencies~~ <u>the City</u> to manage ~~all~~ <u>it's </u>users' access rights.

~~**eForms**: eForms is CJIIN's field based reporting application for law enforcement. It is a web application that enables the data entry, viewing, and tracking of law enforcement forms. Currently, 20 form types are available to local agencies. The application includes notifications of situational changes, various levels of security, and advanced auditing.~~

CJIIN Integration Hub: The CJIIN integration hub is based on Microsoft's BizTalk integration middleware and is used for the routing of <u>State of Minnesota data bases</u> ~~information among CJIIN partners~~ <u>to City Permitted Users.</u> Fully deployed, the integration hub will link ~~regional~~ <u>State of Minnesota</u> criminal justice information systems ~~in Dakota County~~ <u>to City Permitted Users</u>.

~~**CJIIN Scheduling**: CJIIN's customized scheduling application for criminal justice users gives agencies the ability to set agency specific work patterns, work types, teams/groups, and assignment areas for all staff and set the schedules weeks, months, or even years in advance. CJIIN Scheduling allows administrators to set specific staff minimums, designate training times and locations and provides for multiple views—daily, weekly, monthly.~~

ATTACHMENT B

MAINTENANCE AND SUPPORT SERVICES

CJIIN shall maintain all CJIIN applications including related hardware and software hosted by Dakota County.

Support shall include:

1. Unlimited phone support, facsimile and email, including the use of the "CJIINSUPPORT" email system available to all users during regular business hours.

2. Regular business hours are 8:00 a.m. – 5:00 p.m., Monday – Friday.

3. 24x7x365 after hours support for major system failures is available by contacting CJIIN support emergency phone procedures.

4. CJIIN application staff shall support a 24x7 phone to respond to any and all emergencies.

5. All applications include the ability to email "CJIIN SUPPORT" at anytime. This email account is monitored during regular business hours.

6. ~~CJIIN staff attends user group meetings at least annually, but not more than quarterly, to solicit user feedback on system improvements.~~

ATTACHMENT C

CONSULTING SERVICE HOURLY RATES

On the effective date of this Agreement, CJIIN will charge $ 130 per hour, or an amount agreed to by each party, including travel time, for consulting services that are outside the scope of this Agreement. This hourly rate may be increased by CJIIN on January 1 of each year.

ATTACHMENT D

TERMS AND CONDITIONS FOR USING THE CJIIN SYSTEM

When a Permitted User accesses the CJIIN System for the first time, the user will be presented the information reproduced below. To create a digital identity in CJIIN System and access the CJIIN Applications, the Permitted User must read and accept these Terms and Conditions. This language may be displayed to the Permitted User periodically to remind the user of the terms for using the CJIIN System and to confirm user acceptance of the terms and conditions.

Read this before clicking any buttons on the bottom of this page. You are agreeing to the following Terms and Conditions.

You are requesting access to the CJIIN System and specific CJIIN applications over a secure criminal justice network. By clicking on the "I Accept" button below, you are digitally signing this Agreement and creating a digital identity that you own and manage. You are also signifying your agreement with the following:

You will use the CJIIN System, Services and applications for legitimate business purposes only;

You will not disclose your system password or security question/answer to others;

You will comply with privacy and confidentiality provisions of the Minnesota Government Data Practices Act and other applicable date privacy laws;

You will not access the CJIIN System if you are no longer employed by or under contract with the City.

By submitting your personal information and clicking the "I Accept" button, you indicate that you have read, understand, and agree to these Terms and Conditions. Your submission of this form will constitute your consent to the collection and use of this information and to the transmission of this information to Dakota County/CJIIN staff as necessary to provide you with access to the System and Software Applications.

ATTACHMENT E

MINIMUM EQUIPMENT AND HARDWARE SPECIFICATIONS

A Secure Web Browser - Internet Explorer 7.0 or better or FireFox 3.0 or better over a secure connection to the internet.

A CJDN Network IP is required to ensure that you are accessing Law Enforcement Data from a secure location

A 256KB/S dedicated internet connection. 1MB/S or faster is recommended for a better experience.

Pentium IV (or equivalent) processor or better is recommended. The CJIIN Applications use AJAX to push some calculations and other user interface rendering to the client.

256MB of memory is the minimum for windows XP but we recommend at least 512MB to support the large memory allocation of Internet Explorer. Vista is supported but a minimum of 1GB of memory is needed and 2GB or more is preferred. We intend to support Windows 7.

1024 X 768 resolution or better will provide the best experience.

Keyboard and pointing device. Tabbing can be used to access most functionality, but a Mouse or other point and click device will help speed up navigation in certain instances.

ATTACHMENT F
FEE SCHEDULE

Cost of CJIIN Applications and Services for External Agencies

The following fees will be assessed for agencies accessing CJIIN applications:

eForms

Sign on fee equal to $150/user

Annual fee equal to $50/user
(This fee is prorated to the date that an agency begins using eForms during the Intitial Term; for example, if an agency entered into this agreement in May, the fee would be $50 X # of users X 7/12 (the number of months in the calendar year that the agency will use the system)

Annual hosting fee of $3000

eBriefing

For St Paul Police Department
2010	$5000
2011	$5000
2012	To be determined

Scheduling

Initial Cost by employee (per bundle)	Number of Bundles	Initial Cost/Bundle
up to 25 employees	1	$1,000
up to 50 employees	2	$2,000
up to 75 employees	3	$3,000
100	4	$4,000
125	5	$5,000
150	6	$6,000
175	7	$7,000
200	8	$8,000
225	9	$9,000
250	10	$10,000
275	11	$11,000
300	12	$12,000
325	13	$13,000

350	14	$14,000
375	15	$15,000
400	16	$16,000
425	17	$17,000
450	18	$18,000
475	19	$19,000
500	20	$20,000
525	21	$21,000
550	22	$22,000
575	23	$23,000
600	24	$24,000
625	25	$25,000

Hosting Fee	$1000/annually
Initial set up cost	$100/hour
Annual Maintenance	20% of initial cost

Training

$100 per hour (plus expenses)

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