



Board of County Commissioners Agenda Request

25
Agenda Item #

Requested Meeting Date: 05/22/2018

Title of Item: Collaborative Transportation System

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

Submitted by: Sheriff Scott Turner	Department: Sheriff's Office
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Presenter (Name and Title): Sheriff Scott Turner	Estimated Time Needed:
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Summary of Issue:

Collaborative between counties for transport of inmates.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Approve entering into both agreements.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*

Inmate Transport is a budgeted item.

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW, Room 185
Aitkin, MN 56431

218-927-7435 Emergency 911
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887
TOLL FREE 1-888-900-2138

MEMO

TO: Aitkin County Board

DATE: May 15, 2018

FROM: Sheriff Scott Turner

RE: Sheriffs Transport System

Attached are copies of the Mutual Aid Agreement for County Sheriff Transport and the Criminal Justice System Services Agreement from Dakota County. Both are needed for Aitkin County to be part of a collaborative transportation system amongst the sheriffs to share transportation of inmates around the state. It is designed to save transportation time and cost by assisting each other in moving inmates to the county of destination.

It was a system that was designed at the cost of others and each county is responsible for a portion of annual maintenance which is derived based on a population formula. Our annual cost will be \$332.23.

We can opt out at any time, but I am estimating that we will receive services as a result of our inclusion in this project that far exceed the cost to belong. I am requesting approval to enter into both agreements. Both agreements have been approved as appropriate as to form by County Attorney Ratz.

If you have any questions, please do not hesitate to call.

Thanks,

Scott

Memorandum

To: Sheriff Scott Turner

From: Jim Ratz, County Attorney

Date: May 11, 2018

Re: Review of the Criminal Justice System Services Agreement and the Mutual Aid Agreement for County Sheriff Transport

I have reviewed both of the above-referenced agreements and find each to be appropriate as to form.

If you have any questions, please feel free to contact my office.

JPR:sls

**Criminal Justice System Services Agreement
between
Dakota County
(Criminal Justice Network)
And
Aitkin County Sheriff's Office**

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 Network program ("CJN"), and the County of Aitkin, located at 217 2nd Street NW, Room 185, Aitkin, MN 56431 acting through its authorized representatives ("the Agency"). Dakota County/CJN and the Agency 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. Execution of this Agreement terminates and supersedes any and all previous criminal justice system services agreement between the Parties.

1. Definitions.

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

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

"Agency Data" means the data that the Agency's Permitted Users enter into the CJN System.

"Equipment" means the minimum required hardware and operating environment used by the Agency to access the CJN System as detailed in **Attachment E** to this Agreement ("Hardware Requirements").

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

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

"Provider Content" means CJN's reports, information, and data, other than the Agency's Data, made available to the Agency and its Permitted Users as part of the Services.

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

"Update" means, as applicable, any update, modification, or new release of the System Software, Documentation, or Provider Content that CJN makes generally available to the Agency.

2. Provision of On-line Services.

(a) The Agency hereby engages CJN, and CJN hereby agrees (subject to the terms and conditions herein) to provide the Services more fully described in this Agreement and in the System Overview. CJN agrees to

provide the Services to the Agency in accordance with the terms of this Agreement and grants to the Agency a non-exclusive, non-assignable and non-transferable license during the Term of this Agreement to enter Agency Data into the CJN 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 Agency acknowledges and agrees that CJN's provision and performance of the Services is dependent and conditioned upon the Agency's full performance of its duties, obligations and responsibilities hereunder. CJN acknowledges and agrees that the Agency is obligated to make payment for the Services on behalf of the Agency and that payment for the Services obligates CJN to perform its duties, obligations and responsibilities during the term of this Agreement or any subsequent term.

(c) Each Party shall at all times during the term of this Agreement designate an individual to serve as its CJN 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 CJN Responsibilities.

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

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

(b) CJN 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. CJN will complete such installations and modifications between the hours of 4 AM and 7 AM, when possible, to minimize any impact on the Agency's use of the System Software and Services. CJN will notify the Agency 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) CJN will provide support and System maintenance to the Agency as more fully described in this Agreement and the System Overview.

(d) Excluding the costs the Agency must pay CJN as described in this Agreement, CJN shall provide, at no additional cost to the Agency all communications equipment, telephone and communications lines, power, telephone service and other utilities at CJN'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 Agency must pay CJN as described in this Agreement, CJN shall provide, at no additional cost to the Agency 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 CJN's responsibilities under this Agreement.

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

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

(i) If requested, CJN will provide best practices advice to the Agency for implementing the Services at the Agency's business locations.

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

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

4. Agency Responsibilities.

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

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

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

(c) The Agency 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 Agency agrees that CJN's logos may appear on the pages of the Agency's web site or the Agency's internal criminal justice applications screens.

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

(f) As between the Parties, the Agency shall be responsible for the accuracy and completeness of all records and data provided by the Agency in connection with this Agreement for use on CJN's System.

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

5. System Features and Configuration.

The Agency acknowledges and agrees that it will be using criminal justice applications that are also utilized by other criminal justice agencies in the State of Minnesota. The capabilities and functions of the System Software now and in the future will be determined primarily by direction from the CJN Steering Committee and available funding. When settings or features have been added to the System Software that are designed by CJN 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 Agency in day-to-day operations as they relate to utilizing the System Software and Provider Content) that are configurable to best fit the Agency's business practices. CJN shall set available configurations in the System Software for the Agency or shall train designated Agency staff how to configure the Services and System Software.

6. Ownership, Protection and Security.

(a) The Agency acknowledges and agrees that nothing in this Agreement or any other agreement grants the Agency any licenses or other rights with respect to CJN's Software System (source code or object code) or

Services other than the right to receive Services as expressly provided herein. CJNI shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with CJNI's Software System and Services and all components thereof and associated documentation, except as expressly provided herein.

(b) Ownership of any Agency 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 Agency hereunder for incorporation into or delivery through the application(s) described in the System Overview shall remain with the Agency and CJNI shall cease use of all such material upon termination of this Agreement. Upon termination of this Agreement CJNI shall return all Agency Data, text, graphics or other information to the Agency.

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

(d) By storing Agency Data on CJNI's equipment and System, CJNI does not obtain any ownership interest in Agency's Data except to the extent that CJNI is obligated to keep this data intact and secure and to regularly backup the data for redundancy and disaster recovery purposes. As between the Agency and CJNI, Agency's Data is and shall remain the sole and exclusive property of the Agency, including all applicable rights to copyrights, trademarks or other proprietary or intellectual property rights thereto.

(e) The Agency shall be responsible for responding to any data practices requests related to any Agency Data that the Agency or its Permitted Users have entered into the System.

7. Implementation.

CJNI and the Agency shall complete a mutually agreed-upon implementation plan that includes an access/installation schedule and a System training and testing schedule.

Before the Agency has access to the Sheriff's Jail Transportation Management System, it must enter into the Mutual Aid Agreement (the "Mutual Aid Agreement") that defines the rights, responsibilities, and liabilities by and between the sheriff's offices who have access to this System.

8. Acceptance Testing.

The Agency 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 Agency if the Agency submits a written notice of rejection to CJNI, prior to the expiration of the thirty (30) day testing period. Upon such notice, CJNI shall have thirty (30) days to correct the System Software and/or Services at no cost to the Minnesota Sheriff's Association ("MSA") or to the Agency. In the event CJNI is unable to make adequate corrections within such thirty (30) day period, the Agency may terminate this Agreement. In the event the Agency fails to submit a notice of rejection within the required period or if CJNI makes all corrections within the applicable cure period, the Agency will be deemed to have accepted the System Software and Services ("Acceptance").

9. Maintenance/Support/Training.

CJNI shall provide the Agency 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 CJNI's business hours, and (ii) other support set forth in **Attachment B** to this Agreement. CJNI shall provide eight (8) hours of user and administrator training to Permitted Users of the Agency on the use of the Services, with individual sessions of not more than two (2) hours in length. The training will occur at the Agency's facilities and be of sufficient detail for a "train the trainer" model of instruction. CJNI will provide the

Agency with any training materials and documentation it has created for this purpose for use by Permitted Users and the Agency'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 Agency having a business need to enter and view Agency Data or Provider Content. The Agency will restrict access to the System to Permitted Users with verified identities that have created a digital identity on the CJN System using the procedures in this Section 10 and **Attachment D** to this Agreement.

(b) Request for Access

The Agency commences the identity authentication process by completing and submitting a Request for CJN System Access Form and an Agency Identification Form (provided by the County). The Agency 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 (2) Agency employees; the person initiating the request for access and another person approving the request for access. At the discretion of CJN, these signatures may be electronic signatures.

The Agency may authorize one (1) or more persons to initiate the Request for Access Form and one (1) or more persons to approve the Request for Access Form. These authorized persons can be identified by name or by position title. The Agency shall notify CJN of the authorized persons and the Agency shall provide notification of any changes to the list of authorized persons.

(c) Permitted Users Digital Identities

The Agency shall identify each employee or agent who will have access to the CJN Software System or Services by providing user profile data on each person on the Agency Identification Form. CJN staff will verify the identity of the persons signing the Request for Access Form and the Permitted Users listed on the Agency Identification Form. If the Request for Access Form is properly executed, the CJN program will notify verified Permitted Users of the procedures for creating a unique digital identity on the CJN 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 Agency shall promptly notify the CJN program whenever a Permitted User ceases to be an employee or agent of the Agency or no longer holds a position that requires access to the System. Authorization to access the System by all Agency Permitted Users will expire on the date this Agreement terminates.

11. CJN Representations and Warranties.

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

(b) Dakota County/CJN 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 CJNI will use reasonable efforts to make the System Software and Services function properly with Internet browsers approved by CJNI.

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

(e) *Termination Option for Chronic Problems.* The Agency may terminate this Agreement for cause and without penalty by notifying CJNI within ten (10) days following the end of a calendar month in the event either of the following occurs: (1) the Agency experiences more than ten (10) downtime periods resulting from five (5) or more nonconsecutive downtime events during the calendar month; or (2) the Agency 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 CJNI. If the Agency terminates this Agreement for such chronic problems, within thirty (30) days CJNI shall refund to the Agency on behalf of the Agency a prorated share of the annual fees paid by the Agency for the current year. Downtime as used in this section does not include periods that the 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/CJNI 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 AGENCY'S SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE BY DAKOTA COUNTY/CJNI TO PROVIDE SERVICE(S).

(g) *Ownership of Services and System Software.* Dakota County/CJNI 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 Agency and Permitted Users as set forth in this Agreement. If Dakota County/CJNI's ownership rights are successfully challenged to the extent that the Agency must cease using the Services, CJNI shall refund a prorated portion of the annual fees paid by the Agency for the current term of this Agreement as measured from the date the Agency 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 AGENCY'S USE OF THE SERVICES IS AT ITS OWN RISK. DAKOTA COUNTY/CJNI 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. CJNI 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/CJNI DOES NOT AND CANNOT CONTROL THE FLOW OF DATA BETWEEN THE POINT THAT THE CJNI SYSTEM CONNECTS TO THE INTERNET (WHETHER SECURE OR NOT) AND THE AGENCY'S OFFICE'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 AGENCY'S OFFICE'S CONNECTIONS TO CJNI'S SYSTEM. ALTHOUGH CJNI WILL USE REASONABLE EFFORTS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, CJNI CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, DAKOTA COUNTY/CJNI 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, CJN shall, at a minimum, implement the following procedures designed to protect the security of Agency Data:

- (a) User identification and access controls designed to limit access to Agency Data and the Agency's Confidential Information to the Agency's Permitted Users;
- (b) Industry standard firewalls regulating data entering CJN's internal data network from an external source, which will enforce valid secure connections between internal and external systems;
- (c) CJN 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 Agency Data or Agency Confidential Information;
- (d) Regular CJN 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/CJN DOES NOT MAKE ANY WARRANTIES TO THE AGENCY 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/CJN SHALL NOT BE LIABLE TO THE AGENCY 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/CJN's total liability to the Agency or any other person or entity, related to the System Software, Provider Content, or performance of Services under this Agreement exceed the aggregate amount of fees and revenue received by CJN hereunder for the prior twelve (12) month period.

(c) Under no circumstances shall Dakota County/CJN, its officers, employees or agents have liability to the Agency, its officers, employees, agents, or any other person or entity, in connection with or related to the performance of transport services pursuant to the Mutual Aid Agreement.

15. Indemnity.

Each Party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party against any and all claims, liability, loss, damage or expenses arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the Indemnifying Party or those of the Indemnifying Party's officers, employees or agents. Under no circumstances will the Indemnifying Party be required to pay on behalf of itself and the other Party any amounts in excess of the limits of liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for all Parties may not be added together to determine the maximum amount of liability for either Party. The intent of this paragraph is to impose on each Party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota law. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties. Nothing in this Agreement will be construed as a waiver by either Party of any immunity defenses or other limitations on liability to which either Party is entitled by law. Notwithstanding the above, Dakota County shall indemnify, defend, and hold harmless the Agency 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 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").

16. Term and Termination.

(a) This Agreement shall commence on the date executed by both Parties and shall remain in effect until terminated by either Party as set forth herein.

(b) 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 Agency has not breached this Agreement and CJN terminates this Agreement pursuant to this Section 16 (b), within thirty (30) days CJN shall refund to the Agency that portion of the annual fee paid by the Agency that is equivalent to the remainder of the current term of this Agreement. If CJN has not breached this Agreement and the Agency terminates this Agreement pursuant to this Section 16 (b), CJN shall retain all of the annual fee(s) paid by the Agency for the current term of this Agreement.

(c) Within sixty (60) days of termination of this Agreement, CJN shall provide the Agency with a copy of all Agency Data contained in Dakota County/CJN's System. Within a reasonable time after providing the Agency Data, CJN shall delete and remove all of the Agency Data from Dakota County/CJN's servers and data storage facilities and shall verify to the Agency that this has been accomplished.

17. Fees and Payments.

(a) *Initial Term.* For the services provided by CJN under this Agreement, the Agency shall pay CJN the fees set forth in **Attachment F** to this Agreement for the types of services it is utilizing. The amount of the Annual User fee will be prorated for the number of months in the current year that access to the application is provided to the Agency.

(b) *Subsequent Terms.* CJN will continue to provide the Agency with the Services, and will provide maintenance and support services as described herein, provided the Agency continues to meet its payment obligation in effect for the number of Agency Permitted Users. The Dakota County Board of Commissioners will set the fees for the Services provided herein each calendar year. All fees set by the Board are effective January 1. On or after January 1 of each year, agencies can contact CJN for updated fee information.

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

18. Participation on the CJN Steering Committee.

The CJN Steering Committee provides direction to CJN program staff and Dakota County on the use of CJN funds and upgrades and modifications to the CJN 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 CJN applications and System. During the Term of this Agreement, the Agency may participate in the CJN User Groups and provide input through those groups; however the Agency 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 (1) 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/CJN and its personnel or agents, in performance of this Agreement, are acting as independent contractors and not as employees or agents of the Agency. 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 representatives as of the date set forth. This Agreement shall be effective only when executed below by both Parties.

Approved by _____ Board
Resolution No. _____

COUNTY OF AITKIN

By _____
Its _____
Date of Signature _____

Approved by Dakota County Board
Resolution No. 07-233

COUNTY OF DAKOTA

By Jean Erickson
Its Deputy County Manager/OMB Division Director
Date of Signature _____

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

Approved as to Form:

/s/Margaret M. Horsch 12/21/17
Assistant County Attorney/Date

KS-17-150-17

ATTACHMENT A
SYSTEM OVERVIEW

The CJN System includes the following applications:

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

Search, Preference, Clipboard: The CJN Search application provides criminal justice users the ability to search local databases for briefing, forms, prisoner, warrant and arrest information. Configurable Preferences allow agencies to customize the CJN applications for their personal and agency use. The Clipboard application is the foundation for allowing personnel to enter information once, and then copy data to the CJN Clipboard to re-use that information throughout the criminal justice process.

eForms: eForms is CJN'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, five form types are available to local agencies. The application includes notifications of situational changes, various levels of security, and advanced auditing.

Scheduling: CJN Scheduling provides criminal justice users the ability to electronically create, modify, view, and distribute staff work schedules. Scheduling includes the ability to set agency specific work patterns, work types, teams/groups, and assignment areas for all staff as well as set the agency's schedules for weeks, months, even years in advance.

CJN Integration Hub: The CJN Integration Hub is based on Microsoft's BizTalk integration middleware and is used for the routing of information among CJN partners. Fully deployed, the Integration Hub will link regional criminal justice information systems in Dakota County.

Sheriff's Jail Transportation Management System: The CJN Sheriff's Jail Transportation Management System provides Minnesota sheriff's offices with a software application that coordinates the scheduling of secure transports of persons subject to detention for a criminal offense and of other persons according to a lawful duty or obligation, all as defined and governed by the Mutual Aid Agreement by and between the participating sheriff's offices.

Gun Permit Application for Processing Applications and Renewals and Conducting Background Investigations: The CJN Gun Permit application allows easy processing of permit applications and renewals; including a supervisor work flow module for processing the application and renewal. In addition, CJN's integration hub electronically links criminal justice data of participating CJN partners to allow CJN partners secured, direct access to search and retrieve data in connection with gun permit background investigations as authorized by Minnesota law.

ATTACHMENT B
MAINTENANCE AND SUPPORT SERVICES

CJN shall maintain all CJN 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 "CJNSUPPORT" email system available to all users during regular business hours.
2. Regular business hours will be 8:00 a.m. – 5:00 p.m., Monday – Friday.
3. 24x7x365 after hours support for major system failures will be available by contacting CJN Support at 651 438-8348 and following the emergency phone procedures.
4. CJN application staff shall support a 24x7 phone to respond to any and all emergencies.
5. All applications will include the ability to email "CJN SUPPORT" at any time. This email account will be monitored during regular business hours.
6. CJN staff will attend user group meetings that will be held at least annually, but not more than quarterly, to solicit user feedback on system improvements.

ATTACHMENT C
CONSULTING SERVICE HOURLY RATE*

On the effective date of this Agreement (2107 rate), CJN will charge \$138 per hour, including travel time, for consulting services that are outside the scope of this Agreement.

*Hourly rate is subject to increase January 1 of each calendar year as determined by the Dakota County Board of Commissioners.

ATTACHMENT D
TERMS AND CONDITIONS FOR USING THE CJNI SYSTEM

When a Permitted User accesses the CJNI System for the first time, the user will be presented the information reproduced below. To create a digital identity in CJNI System and access the CJNI 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 CJNI 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 CJNI System and specific CJNI 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 CJNI 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 data privacy laws;

You will not access the CJNI System if you are no longer employed by or under contract with the criminal justice agency.

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/CJNI 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 10 or better or 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.

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.

Silverlight and .net Framework 4.0 (for scheduling).

ATTACHMENT F

2017 FEE SCHEDULE*

Fee Description	2017
eForms	
Sign On Fee (per user)	\$159.00
Annual Fee (per user).....	\$53.00
Annual Hosting Fee	\$3,184.00
Countywide eForms Hosting Fee (per user).....	\$44.00
eBriefing (per user).....	\$30.00
Scheduling	
Per Bundle (1 bundle = up to 25 employees).....	\$1,061.00
Annual Hosting Fee	\$1,061.00
Initial Set-Up Cost (per hour).....	\$106.00
Annual Maintenance Fee.....	20% of initial cost
Training and Consulting (per hour, not included expenses)	\$138.00
Sheriff's Jail Transportation Management System Annual Maintenance and Support Fee (to be paid by the Minnesota Sheriff's Association on behalf of the participating Agency)	
County-Wide Alternative Fee for Search, eBriefing and Gun Permit Applications**:	
Per valid permit to carry issued annually.....	\$1.70

**Under this county-wide alternative fee, a county sheriff's office agrees to subscribe/purchase Search for purposes of performing background checks for permits to carry to access multiple local records systems through CJN. The annual cost paid by the subscribing sheriff's office for Search/eBriefing/Gun Permit Applications is calculated based on the number of permits to carry it issues annually. All local law enforcement agencies within the jurisdiction of the subscribing sheriff's office are also entitled to receive the Search/eBriefing/Gun Permit Applications for no charge upon execution of all appropriate CJN agreements.

*Fees are subject to increase on January 1 of each calendar year as determined by the Dakota County Board of Commissioners.

**MUTUAL AID AGREEMENT
FOR COUNTY SHERIFF TRANSPORT**

I. Purpose and Authority. This Mutual Aid Agreement ("Agreement") for County Sheriff Transport is by and among any of the Parties that have executed this Agreement. The Parties are political subdivisions under the laws of the State of Minnesota. This Agreement is made pursuant to Minn. Stat. § 471.59 that authorizes the joint and cooperative exercise of powers common to the contracting Parties. The purpose of this Agreement is to make equipment and personnel available to counties from other counties with respect to the duties of the county sheriff to provide secure transport of persons subject to detention for a criminal offense and to any other persons according to a lawful duty or obligation.

II. Definitions.

1. "Party" or "Parties" mean any of the following Minnesota counties by and through their respective county boards that have executed this Agreement: Counties of Dakota, Carver, Ramsey, Scott and Washington.
2. "Requesting Official" means the person designated by a Party who is responsible for Requesting Assistance from Parties.
3. "Requesting Party" means a Party that requests Assistance from other Parties.
4. "Responding Official" means the person designated by a Party who is responsible for determining whether and to what extent that Party will provide Assistance to a Requesting Party.
5. "Responding Party" means a Party that provides Assistance to a Requesting Party.
6. "Assistance" means sheriff's office personnel and equipment used for the transport of persons subject to detention by a lawful authority under the laws of the State of Minnesota.
7. "CJN" means the Criminal Justice Network program operated by the County of Dakota, Minnesota.

III. Procedure.

1. Coordination of Transports. The Parties have entered into a Criminal Justice Systems Services Agreement with CJN to provide for the electronic coordination of transports made pursuant to this Agreement through the use of a software application by CJN's entitled Sheriff's Jail Transportation Management System ("System"). The System is used by the Parties to coordinate the Requesting of Assistance by the Requesting Official and the acceptance of Assistance by the Responding Official pursuant to the term and condition of this Agreement.
2. Request for Assistance. Through the System, whenever, in the sole opinion of a Requesting Official, there is a need for Assistance from other Parties, the Requesting Official may request the Assistance of any other Party.

3. Response to Request for Assistance. Through the System, upon the request for Assistance from a Requesting Official, a Responding Official may authorize and direct that Party's personnel to provide the requested Assistance. The decision to respond to a request for Assistance and the extent to which Assistance will be provided shall be determined solely by the Responding Official, whose decision is final.
4. Recall of Assistance. Through the System, a Responding Official may at any time, and in the Responding Official's sole discretion, terminate and recall the Assistance provided or any part thereof.
5. Exercise of Peace Officer Power. A peace officer who is providing Assistance to any Requesting Party pursuant to this Agreement has the full and complete authority of a peace officer as though appointed by the Requesting Party, provided that the officer meets the requirements set forth at Minn. Stat. § 471.59, subd. 12(1) and (2). Any other employee or agent of a Responding Party who is providing Assistance to a Requesting Party has the full and complete authority conferred by the Responding Party.
6. Workers' Compensation. Each Party shall be responsible for injuries to or death of its own personnel. Each Party agrees to maintain workers' compensation insurance or self-insurance, covering its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own personnel or their dependents, even if the injuries were caused wholly or partially by the negligence of any other Party or its officers, employees or volunteers.
7. Damage to Equipment. Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its own equipment, even if the damages or loss were caused wholly or partially by the negligence of any other Party or its officer, employees or volunteers.
8. Liability.
 - a. For purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees of the Responding Party are deemed to be employees of the Responding Party.
 - b. The Responding Party agrees to defend and indemnify the Requesting Party against any claims brought or actions filed against the Requesting Party or any officer, employee or volunteer of the Requesting Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of Assistance in Responding to a request for Assistance by the Requesting Party pursuant to this Agreement.
 - c. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties any amounts in excess of the limits on liability established in Minn. Stat. Ch. 466 applicable to any one Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party.

- d. The intent of this section is to impose on each Responding Party a duty to defend and indemnify a Requesting Party for claims arising under Section III. Paragraph 8b. subject to the limits of liability under Minn. Stat. Ch. 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts, where possible, among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended, where possible, by a single attorney.
- e. No Party to this Agreement or any officer of any Party shall be liable to any other Party or to any other person or entity for failure of any Party to furnish Assistance to any other Party, or for recalling Assistance as described in this Agreement.
9. Compensation. No charges shall be levied by a Responding Party to the Agreement for Assistance provided to a Requesting Party pursuant to this Agreement.
10. Data Practices. The Parties may exchange and provide to each other all government data relevant to this Agreement and necessary in order to fulfill the purposes of this Agreement, in accordance with the Minnesota Government Data Practices Act and other applicable state and federal statutes, rules and regulations. This paragraph expressly includes without limitation data defined as law enforcement data under Minn. Stat. § 13.82 and corrections and detention data under Minn. Stat. § 13.85. The Parties will protect the data practices status of any not public data obtained in the course of performing services under this Agreement. It is further understood that any data relative to a person transported under this Agreement for purposes of Minn. Stat. Ch. 13 remains the responsibility of the Requesting Party.
11. Effective Date. This Agreement shall be effective for the Counties of Dakota, Carver, Ramsey, Scott and Washington as of the date that these Parties have executed this Agreement. This Agreement shall be effective for any other Party as of the date that such Party has executed this Agreement but not until the date that the Counties of Dakota, Carver, Ramsey, Scott and Washington have executed this Agreement.
12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same Agreement. A counterpart is a signed copy of this Agreement. Counterparts shall be filed with the Minnesota Sheriff's Association, together with a certified copy of the resolution evidencing approval of the Agreement, as follows:
- Minnesota Sheriff's Association
100 Empire Drive, #222
St. Paul, MN 55103
13. Administration. In order to coordinate the services so as to accomplish the purpose of this Agreement, the County Sheriff for each Party shall be the contact for each Party under this Agreement. The County Sheriff may designate one or more designees from the County Sheriff's Office by providing written notice to the Minnesota Sheriff's Association.
14. Duration. This Agreement shall remain in effect as to any Party until such Party withdraws pursuant to Section III. Paragraph 15 or until this Agreement is terminated by operation of

law or until order of a court with competent jurisdiction or until the number of Parties to this Agreement falls to less than two or by mutual agreement of all Parties, whichever first occurs.

15. Withdrawal. Any Party may withdraw from this Agreement upon thirty (30) days' written notice to the Minnesota Sheriff's Association, who shall notify the Parties to this Agreement. Withdrawal by any Party shall not terminate this Agreement with respect to any Parties who have not withdrawn. Withdrawal shall not act to discharge any liability incurred by any Party prior to withdrawal. Such liability shall continue until discharged by law or agreement. The terms of Section III. Paragraphs 6, 7, 8 and 10 shall survive the termination of or withdrawal from this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

Approved as to form:

Maupat M. Horn 8/23/17
Assistant County Attorney/Date
Dakota County File No.: KS-16-488

COUNTY OF DAKOTA

By: Timothy Leslie
Timothy Leslie
Dakota County Sheriff

Date: 8/24/17

County Board Resolution No. 17-446

Contract # _____

COUNTY OF CARVER

By: 

Jim Olson
Carver County Sheriff

Date: 8/29/17

COUNTY OF RAMSEY

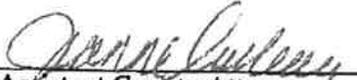
By: 

Jack J. Serles
Ramsay County Sheriff

Date: 9/27/17

Approved as to form:

COUNTY OF SCOTT


Assistant County Attorney

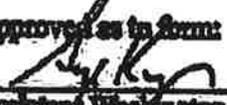
By: 
Luke Hennen
Scott County Sheriff

Date: 7/13/17

Date: 7/19/17

COUNTY OF WASHINGTON

Approved as to form:


Assistant Washington County Attorney

By:


Daniel E. Starry
Washington County Sheriff

Date:

9/12/17

COUNTY OF AITKIN

By: _____

**Scott Turner
Aitkin County Sheriff**

Date: _____

COUNTY OF CARLTON

By: _____

**Kelly Lake
Carlton County Sheriff**

Date: _____

COUNTY OF CASS

By: _____

**Tom Burch
Cass County Sheriff**

Date: _____

COUNTY OF COOK

By: _____

**Patrick Eliassen
Cook County Sheriff**

Date: _____

COUNTY OF CROW WING

By: _____

Todd Dahl
Crow Wing County Sheriff

Date: _____

COUNTY OF ISANTI

By: _____

Chris Caulk
Isanti County Sheriff

Date: _____

COUNTY OF ITASCA

By: _____

**Vic Williams
Itasca County Sheriff**

Date: _____

COUNTY OF KANABEC

By: _____

Brian Smith
Kanabec County Sheriff

Date: _____

COUNTY OF KOCHICHING

By: _____

**Perryn Hedlund
Koochiching County Sheriff**

Date: _____

COUNTY OF LAKE

By: _____

Carey Johnson
Lake County Sheriff

Date: _____

COUNTY OF MILLE LACS

By: _____

Brent Lindgren
Mille Lacs County Sheriff

Date: _____

COUNTY OF MORRISON

By: _____

**Shawn Larsen
Morrison County Sheriff**

Date: _____

COUNTY OF PINE

By: _____

Jeff Nelson
Pine County Sheriff

Date: _____