

City of Duluth

Police Enterprise Records Management System Access Agreement

This Agreement is entered into by and between the City of Duluth, a Minnesota municipal corporation, hereinafter referred to as "**City**," and the City of Virginia, a municipal corporation, by and through the Virginia Police Department, hereinafter referred to as "**Subscriber**."

WHEREAS, the City operates and maintains a Police Enterprise Records Management System, which includes but is not limited to Mobile Field Based Reporting, eCitation System, Property and Evidence Management System and CLERY Reporting, (hereinafter collectively referred to as "Police RMS") to be utilized by the City of Duluth Police Department and regional partner law enforcement agencies; and

WHEREAS, the City serves as the lead agency and the host for the Police RMS; and

WHEREAS, the City, as host, procured, and configured the Police RMS with assistance of its Charter Subscribers: The Duluth Police Department, the University of Minnesota Duluth Campus Police and the Virginia Police Department; and

WHEREAS, the current Police RMS is owned by Tyler Technologies; the City has a perpetual license agreement with Tyler Technologies for the Police RMS that includes system software support, product upgrades, and maintenance; and

WHEREAS, City and its regional partner agencies have worked together to configure the Police RMS for use by its partners along with local and state interfaces; and

WHEREAS, Subscriber wishes to be provided limited query access and usage rights to the Police RMS product offerings.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties set forth herein, it is hereby agreed that:

1. Definitions

- a. Criminal Justice Data Network ("CJDN"). The statutorily authorized users, the Criminal Justice Data Network (hereinafter "CJDN") is a connectivity method that has been approved by the Minnesota Bureau of Criminal Apprehension ("BCA").
- b. Named User. For purposes of this Agreement, the term "named user" shall consist of each individual with a user name and password.
- c. Police RMS. The term Police RMS shall mean the law enforcement records management system software and associated modules developed and owned by Tyler Technologies.
- d. Product Upgrades. The term "product upgrades" shall mean those improvements and/or modifications to the software that Tyler Technologies generally makes available as part of their ongoing maintenance program.
- e. Regional Partner Agencies. For purposes of this Agreement, the "Regional Partner Agencies" shall consist of any potential Criminal Justice Agency located in St. Louis County Minnesota.

- f. Terminal Agency Coordinator ("TAC"). The terminal agency coordinator (hereinafter "TAC") manages the operation of the CJDN terminals on a local agency level and is responsible for ensuring that all state and local policies are enforced.

2. Access to Police RMS

The City grants Subscriber a non-exclusive, non-transferable, limited license to access and use the applicable Police RMS product offerings through the Criminal Justice Data Network (CJDN) and any other means of feasible access that are developed by City or otherwise made available during the term of this Agreement. Subscribers shall comply with all state and federal security policies regarding access to protected data including but not limited to CJIS Security Policy and BCA CJDN Network Security Policy. Subscribers shall ensure that named users have training in accordance with the aforementioned security requirements. Subscribers shall ensure that named users do not share their user name and password with anyone. Subscribers are prohibited from accessing the data of any other law enforcement agency without expressed permissions being granted by the controlling law enforcement agency. The City shall have the right to conduct audits of use by the Subscriber as provided in this Agreement. Any violation of the terms of access may result in immediate termination of the Agreement.

3. Compensation

Charges payable by the Subscriber will commence on the first date of this signed Agreement and include but are not limited to licensing, software and hardware maintenance, support, storage, and data backup. Pricing and the number of named users is set forth in Exhibit A. The initial payment will be on the first day of the month following execution of this Agreement. Subscriber will be sent an invoice setting forth all charges. Subscriber shall pay the full amount of all such charges within thirty (30) days after receipt of such invoice. If payment is not made, Subscriber may thereafter be charged up to the maximum legal interest on any unpaid balance. The annual fee shall be subject to any increase annually with a 90 day notice provided to all participating regional partner agencies.

4. Annual Support

City will be responsible for the support of all core system hardware and software established for the use of the Police RMS, as well as all service requests to the appropriate software vendor.

5. Security; Audit

Subscriber will make reasonable efforts to ensure compliance with the terms of this Agreement. Subscriber will take reasonable action to restrict and control all use of the data and the software through system permissions allowing access to authorized named users only to the areas of the application deemed necessary to perform their job functions. Subscriber grants City access and the right to audit the use of the software to ensure compliance with this Agreement.

6. Duration

The term of this Agreement shall commence upon execution by all of the parties and continue in effect for three (3) years and shall thereafter be automatically renewed for three year periods unless terminated as provided in this Agreement.

7. Early Termination

Either party may terminate this Agreement at any time upon at least ninety (90) days written notice. Written notice of termination shall be made to the other party specified in the Notice section of this Agreement. Notices are deemed effective upon delivery to the authorized representative.

8. Assignment

Neither party shall assign any of its rights or transfer any of its obligations under this Agreement without the prior written consent of the other party, nor shall either party's consent be unreasonably withheld. Any attempt to assign or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

9. Minnesota Government Data Practices Act

City and Subscriber agree to comply with the Minnesota Government Data Practices Act. The City and Subscriber agree that they will continue to be responsible authorities for data created by their agency. Nothing in this Agreement shall result in any change in responsibilities for data practices' requests, data access procedures, and compliance responsibilities of the individual agencies. City and Subscriber agree that the originator of the data continues to own the data and the responsibility to create and maintain such data. All data requests will be directed to the originating agency.

10. Severability

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11. Entire Agreement and Remedy

This Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

12. Minnesota Law Applicable

This Agreement shall be governed by the laws of the State of Minnesota. Any litigation regarding this Agreement or its contents shall be filed in the County of St. Louis, in the City of Duluth.

13. Authority.

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities,

persons, or firms represented or purported to be represented by such entity, person, or firm and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

14. Indemnification.

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.

15. Disclaimer of Warranties and Limitation of Liability.

The City's goods and services provided pursuant to this Agreement are provided "as is," without warranties of any kind, express or implied, including, but not limited to, the warranties of performance, merchantability and fitness for a particular purpose. The City shall have no liability whatsoever to Subscriber for any claim(s) relating in any way to (1) Subscriber's inability or failure to perform legal, professional, or other research or related work or to perform such work properly or completely, even if assisted by the City; or (2) any consequential, exemplary, incidental, indirect, or special damages relating in whole or in part to Subscriber's rights hereunder or use of or inability to use the Police RMS even if the City has been advised of the possibility of such damages.

16. Software and Equipment Responsibility.

- a. The Subscriber is responsible for providing its own network, operating systems, personal computers and productivity software. These must meet the minimum requirements of the Police RMS product offerings as well as all security requirements set forth by the Federal Bureau of Investigation (FBI) and the BCA.
- b. Subscriber will be responsible for the following:
 - i. Ensuring that anti-virus is installed and up to date on all devices as per the CJIS Security Policy, which may be amended from time to time.
 - ii. Ensuring that all operating system patches are updated regularly on all devices as per the CJIS Security Policy.
 - iii. Remote connectivity will be used whenever possible to troubleshoot Police RMS issues. Should there be a need for Duluth to physically handle any device; the subscriber will bring said devices to the City IT department for the work to be completed.

- iv. Managing their Police RMS user accounts via their identified super user(s), ensuring that the proper on boarding and off boarding procedures are followed as per the CJIS Security Policy.
 - v. Grant user security based on the preconfigured roles within the system using the least security necessary to perform their work.
 - vi. Adhere to CJIS and BCA security requirements.
 - vii. Report any malware or virus infection, breach or cyber-attack on any system connecting to or utilizing the Police RMS to the City designated Terminal Agency Coordinator.
- c. City will be responsible for the following:
- i. Updating all Police RMS software application modules on the server and when necessary, providing software client updates in a timely manner.
 - ii. Ensuring all Police RMS applications and databases are adequately backed up.
 - iii. Managing the server and storage environment necessary to house the application infrastructure.
 - iv. Managing their Police RMS user accounts via their identified super user(s), ensuring that the proper on boarding and off boarding procedures are followed as per the CJIS Security Policy.
 - v. Grant user security based on the preconfigured roles within the system using the least security necessary to perform their work.
 - vi. Provide application support as needed for City and Subscribers.
 - vii. Adhere to CJIS and BCA security requirements.
 - viii. Report any malware or virus infection, breach or cyber-attack on the Police RMS to all participating partner agencies.

17. Force Majeure.

The City's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies, and the like.

18. Notices and Contacts.

All notices hereunder shall be sent to the following parties:

City

City of Duluth
Duluth Police Department TAC
2030 N Arlington Ave
Duluth MN 55811
218-730-5486

Subscriber

City Administrator
Britt See-Benes
327 First Street South
Virginia, MN 55792
218-748-7500

Technology contacts listed below:

City
City Information Technology
411 W 1st St Room 220
Duluth MN 55802
218-730-5777

Subscriber
IT for Virginia Police Department
Roger Desilets
support@virginiapd.com

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Agreement effective the first date of signature below.

City of Duluth

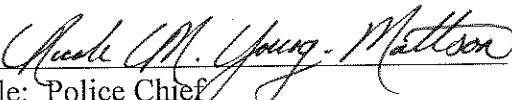
Subscriber

By _____
Mayor

By  _____
Title: Mayor

Authorized Representative

Attest _____
City Clerk

By  _____
Title: Police Chief

Authorized Representative

Date 8/28/2020

Countersigned:

City Auditor

Approved as to form:

City Attorney

EXHIBIT A

Pursuant to the City of Duluth Police Enterprise Records Management System Access Agreement, the Subscriber agrees to pay an annual subscriber fee per named user as follows:

28 named users x \$1124 = \$31,472 per year

Annual Maintenance and Support Costs	Amount	Notes
IT Support	115843.00	Allocated by 348 users
Network Storage	4000.00	Based on 6TB at 640/TB
Network Backups	4000.00	Based on 6TB at 640/TB
Network Servers	3000.00	Based on 2 blades
Windows Licensing (Server)	10000.00	Server OS and SQL Licensing
Netmotion/VPN Licensing	16896.00	
Annual Tyler Maintenance And Brazos Hosting	91219.00	
Squad Connectivity (Different based on partner site)		
Office Connectivity (Different based on partner site)		
Antivirus Software (Individual Agency Responsibility)		
Total Annual City of Duluth Maintenance Costs	244958.00	703.90/user
CAD Transfer Fee		420.00/user
Total Annual Maintenance and Support Costs		1123.90/user