

JOINT POWERS AGREEMENT

LETG, CAD, and RMS Records Management System

Purpose

The County of Benton ("County Sheriff"), City of Sauk Rapids ("Sauk Rapids PD") City of Foley ("Foley PD"), and City of Rice ("Rice PD") (referred to individually as "Party" or collectively as "Parties") enter into this Joint Powers Agreement (the "Agreement") for the purpose of establishing a relationship among the Parties as it pertains to the shared records management system operated among the Parties. At the time of the signing of this Agreement, the system is currently known as the LETG CAD and RMS system (the "System"). The Parties to this Agreement recognize the value in sharing information among law enforcement agencies and the need to govern the use and maintenance of the System for the mutual benefit of the Parties. This Agreement is made pursuant to the authority conferred upon the Parties pursuant to Minn. Stat. 471.59 and Minn. Stat. Sec. 13.82, subd. 24 that allows law enforcement to exchange information that is "pertinent and necessary to the requesting agency in initiating, furthering, or completing an investigation"

The System

The System is comprised of the LETG Computer Aided Dispatch (CAD) and Records Management System (RMS). LETG CAD is powerful and agile dispatching software which allows Public Safety Answering Points (PSAPs) to take advantage of innovative technologies to provide accurate, efficient, and timely responses to emergency situations. LETG CAD assists in gathering and storing data in the dispatch center, disseminating this data to units in the field, and transferring this data to RMS. LETG CAD includes the LETG Mobile system. LETG Mobile is designed to allow users in the field access to LETG CAD and RMS features. LETG RMS is an intuitive, browser-based software application tasked with storing data gathered by law enforcement agencies. The RMS system is designed to store data securely, retrieve relevant data easily, report system data accurately, and move this data seamlessly through the system to reduce duplication of effort in data entry. LETG RMS includes several additional modules such as Civil, Warrants, Field Reporting, Dynaforms, and LETG Link. All of these modules reside within the RMS system and provide functionality for those agencies who opt to purchase these task-specific modules. RMS also contains an audit function. This audit function records all actions taken upon data maintained by RMS, providing for transparency and accountability of data contained in the RMS system.

Effective Date

This Agreement shall be effective upon execution by all Parties.

Costs

Each Party to this Agreement shall be responsible for paying the license and user fees of that part of the System utilized by its respective agency. The County Sheriff agrees to pay for the license and user fees for the CAD portion of the System until this agreement is terminated or the County of Benton withdraws

from this Agreement. Each Party shall be responsible for paying the license and user fees for the RMS and Mobile portions of the System utilized by the respective Party.

Cost Sharing for System Upgrades or Changes

Maintaining a consistent environment across all Party installations is of critical importance for the stability and usefulness of the System. Each Party to this Agreement shall ensure its agency has in place maintenance coverage with the software provider that provides critical system-wide updates available to the agency as these updates are released from the vendor.

Each Party will have authority over user-controlled settings in the RMS install which effect only its local installation. Any changes to settings, configurations, software displays, menus, or other software changes that will have global effects upon the System must be agreed upon by the Parties to this Agreement. If upgrades or feature enhancements are required for the System, the parties shall enter into a separate agreement to determine how the upgrades and enhancements are funded.

Upgrades or feature enhancements to the System should be discussed by the parties and funded in a cooperative manner agreed upon by the parties who will benefit from this upgrade or feature enhancement. Any Party to the Agreement who wishes to fund an upgrade or feature enhancement to the System independently is free to do so with the understanding that if the upgrade or enhancement is a global feature, the funding Party may not charge the other Parties for use of this feature.

Data Practices

The data stored in the RMS portion of the System is the property of the Party that collected, created, received, maintained, or disseminated the data. The data stored in the CAD system is the property of the County Sheriff. CAD data transmitted to a Party's RMS system becomes the property of that Party. Each Party is responsible for ensuring that the data it collects, creates, receives, maintains or disseminates is secured and distributed in accordance with Minnesota Statutes Chapter 13, the Minnesota Data Practices Act, and any other pertinent rules regarding data access. Each Party retains the right to control access to its data and to make management decisions concerning what data will be shared among the Parties. Each Party is responsible for ensuring that its employees, volunteers, and contractors comply with the Minnesota Data Practices Act regarding the dissemination of data obtained from the use of the System and with the requirements of this Agreement. Each Party to this Agreement restricts the access to its shared data for bona fide law enforcement purposes only. Each Party recognizes that the ability to access another Party's data does not mean the accessing Party is collecting, creating, receiving, or maintaining this data. Each Party agrees it will neither distribute nor allow access to the data of another Party by members of the public or non-law enforcement personnel unless obligated to do so in accordance with the Minnesota Data Practices Act.

Each Party agrees that it will notify the originating Party if data from an originating Party is reproduced in any format, saved in or copied into the accessing Party's RMS system, or reduced to a hard copy that is maintained by the accessing Party or a Party's employee. The notice requirement shall be satisfied by using the audit feature of RMS and one of the following procedures. Records printed for informational

purposes which will not be maintained by the receiving Party shall be destroyed after use. The receiving Party shall make note of the receipt and destruction of this data in the dissemination feature of RMS in the originating case file. Records printed for the purpose of incorporation into the receiving agency's case file shall be documented by the receiving agency through the use of the case association feature in RMS. The receiving agency shall be responsible for associating the originating agency's file(s) with the appropriate case file in the receiving agency.

Any such data obtained from an originating Party maintains the data classification assigned to it by the originating Party and must be secured according to this classification. Failure to abide by the requirements of this section may result in the revocation of access privileges for a Party or individual user.

Maintenance on the System

Only employees or contractors who have passed the appropriate background checks allowing them access to the State of Minnesota Criminal Justice Data Communications Network (CJDN) are allowed to perform repair and maintenance on the System. The Party housing the hardware or software requiring repair or maintenance is responsible for ensuring the employee or contractor has obtained the appropriate background certifications.

Liability and Indemnification

Each Party shall be liable for its own acts to the extent provided by law and hereby agree to indemnify, hold harmless and defend the other Parties, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

It is understood and agreed that nothing in this Agreement shall affect or otherwise constitute a waiver of the limits on the liability of any Party provided by Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) or other applicable law.

Membership

Any Party wishing to withdraw from this Agreement must give written notice of its intent 6 months prior to such withdrawal. The withdrawing Party maintains ownership of its data contained in the shared RMS system and may continue to make decisions regarding the access to that data. The notification requirements for reproducing or printing data of the withdrawing Party remain in effect even after that Party's withdrawal. The withdrawing Party will be given a complete record of its data from the System to the extent that is technologically possible. If it is not technologically feasible to segregate out the withdrawing Party's data from the comingled data of the other Parties, the withdrawing Party will be given a full copy of the database. The withdrawing Party shall prohibit access to data restricted by the other Parties. Any data reproduced or printed from this copy of the data base shall require notification

to the originating Party of the data. If the withdrawing Party is hosting one or more of the servers or hardware upon which the System is operating at the time, the withdrawing Party agrees that it must make provisions, at its own expense, to provide the remaining Parties with the data set necessary to continue operation of the RMS portion of the System.

Parties in this Agreement shall be restricted to public safety entities. Should another public safety entity desire to join this Agreement they shall be required to submit a written request to one of the Parties to the Agreement. The receiving Party shall notify the other Parties of the request. A new Party may be added to the Joint Powers Agreement upon the approval of all of the existing Parties County Board of Commissioners or City Councils. Any new Party must pay for the software, license, and user fees applicable to its agency. The new Party shall be solely responsible for any upgrades, feature enhancements, or hardware additions needed to bring its agency onto the system.

Execution

Each Party hereto has read, agreed to and executed this Agreement on the date indicated.

Severability

If any portion of this Agreement is found to be void, unenforceable or unconstitutional, or any combination of these, by a court of competent jurisdiction, the remaining portion of this Agreement shall remain in effect.

Entire Agreement

This Agreement is the Parties' entire agreement regarding its subject matter and supersedes all prior agreements and negotiations regarding its subject matter. The Parties may amend this Agreement only in a writing signed by all of the Parties.

Counterparts

For the convenience of the Parties, this Agreement has been executed in counterpart copies, which are in all respects similar and each of which shall be deemed to be complete in itself so that any one may be introduced in evidence or used for any other purpose without the production of the other counterparts.

(Signature pages to follow)

IN WITNESS WHEREOF, the undersigned governmental unit, by action of its governing body, has caused this Agreement to be executed in accordance with the authority of Minnesota Statute §471.59.

COUNTY OF BENTON

DATED: _____

ATTESTED:

City of Sauk Rapids

DATED: _____

ATTESTED:

City of Foley

DATED: _____

ATTESTED:

City of Rice

DATED: _____

ATTESTED:

