

Joint Powers Agreement
Establishing the
Criminal Justice Network Board

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This Joint Powers Agreement (as amended from time to time, this “Agreement”) is entered into between the undersigned parties (also referred to herein as “Members”), all being political subdivisions of the State of Minnesota, by and through their respective governing bodies.

RECITALS

WHEREAS, pursuant to Minn. Stat § 471.59, political subdivisions in the State of Minnesota are empowered to provide assistance to, and act in coordination with, other political subdivisions as deemed necessary to benefit the public; and

WHEREAS, the parties to this Agreement wish to jointly and cooperatively provide for the establishment, operation and maintenance of technology systems and services to support criminal justice agencies and information management systems for the use and benefit of the parties and others; and

WHEREAS, the parties to this Agreement wish to create and establish a joint powers entity and joint powers board referred to as the Criminal Justice Network to collaboratively accomplish their mutual goals of improving and supporting criminal justice agency information management systems and capabilities.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each Party shall derive here from, the parties agree as follows:

ARTICLE 1 Statement of Purpose and Powers to be Exercised

The purpose of this Agreement is: (1) to establish CJN, a joint powers entity to provide information management systems and technology services to support criminal justice agencies for the use and benefit of the Members and others; (2) to provide personnel benefits for the employees of CJN; (3) to define the rights and obligations of the Members with respect to the establishment, operation and maintenance of CJN; and (4) to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding criminal justice processes, information systems and integration of criminal justice information systems.

ARTICLE 2 Definitions

- 2.1 **“Board”** means the Criminal Justice (CJN) joint powers board formed by this Agreement.
- 2.2 **“Criminal Justice Network”** or **“CJN”** means the joint powers entity formed by this Agreement.
- 2.3 **“Initial Member”** is a governmental unit that executed this Agreement as of the Effective Date and created the Criminal Justice Network (CJN) Board.
- 2.4 **“Law Enforcement Agency”** means a unit of state, local government, or federally-recognized tribe that is authorized by law to grant full powers of arrest and to charge a person with the duties of preventing and detecting crime and enforcing the general criminal laws of any state, and/or incarcerating individuals. This includes, without limitation: municipal police departments,

county sheriff departments (both patrol and jail functions), the Minnesota Department of Corrections, the Minnesota Bureau of Criminal Apprehension, and the Minnesota State Patrol.

- 2.5 **“Member”** means an Initial Member and each additional governmental unit satisfying the requirements of Section 5.2 after the Effective Date of this Agreement but excluding any governmental unit that has withdrawn from the Agreement pursuant to Article 11 hereof.
- 2.6 **“Membership Fee”** means the amount of the operating and capital costs of CJN that is charged to an individual Member for a fiscal year.
- 2.7 **“Supermajority”** means two-thirds (66.7%) of the Board representatives.
- 2.8 **“System Fees”** means the amount of money a Member or non-Member pays to access and use the systems and applications developed or purchased by CJN or services provided by CJN. CJN shall not charge System Fees to the County for its non-Law Enforcement Agency users during the Initial Term of this Agreement. A Member’s System Fee is in addition to the Member’s annual Membership Fee.
- 2.9 **“Total Membership Fees”** means the total amount of the operating and capital costs of CJN that is approved by the Board and charged to all Members for each fiscal year to assist in funding the total costs of CJN.
- 2.10 **“Withdrawing Member”** means a Member that has given notice of its intent to withdraw from the Agreement pursuant to Section 11.1.

ARTICLE 3 Term and Effective Date

This Agreement is effective, and the joint powers entity is established, on January 1, 2022, referred to herein as the Effective Date, and shall continue until December 31, 2027, or until terminated as provided in Article 10 or as required by law or court order (“Initial Term”).

ARTICLE 4 Manner of Exercising Powers

The joint powers of the Members will be exercised through the Board having the powers and duties described herein. The Board is authorized to exercise the joint powers on behalf of and in cooperation with the Members as provided herein.

ARTICLE 5 Membership

- 5.1 **Initial Members.** The Initial Members are the County of Dakota (“County”), the City of Burnsville, the City of Farmington, the City of Hastings, the City of Inver Grove Heights, the City of Mendota Heights, the City of Rosemount, the City of South St. Paul, and the City of West St. Paul.
- 5.2 **Additional Members.** In addition to the Initial Members, any governmental unit as defined in Minn. Stat. § 471.59 that maintains a Law Enforcement Agency is eligible to become a Member, subject to the prior approval of the Board, by:

- A. Executing and delivering to the Board a counterpart signature page to this Agreement, indicating its acceptance of the terms and conditions hereof; and
- B. Satisfying such other conditions mandated by the Board at the time as a condition to becoming a Member, and payment of a Membership Fee.

5.3 Requirement of Good Standing. Continued membership in CJN is contingent upon the payment by each Member of the annual Membership Fees as determined by the Board. After being given notice and 30 calendar days to cure any default for non-payment of fees, Members who are not in good standing may be terminated from this Agreement by a Supermajority vote of the Board. Members who are involuntarily terminated by the Board shall not act to discharge any liability incurred or chargeable to the Members before the effective date of termination, and the terminated Member is not entitled to any distribution of assets or fees paid, all as stated in Section 11.2.

ARTICLE 6 Joint Powers Board

6.1 Establishment of the Board. The parties hereby establish the Board as a joint powers board, which shall jointly exercise such powers and authorities as are necessary to achieve its purposes as provided in Article 1. The Board shall be an entity separate from the parties and shall not be deemed to be an agent or partner of the parties to this Agreement.

6.2 Powers of the Board. The Board shall have the following powers and duties:

- A. To take actions necessary and convenient to discharge the duty to implement, maintain and operate the systems and applications necessary for the continuation of CJN and its integration of information systems for criminal justice agencies;
- B. To adopt bylaws and rules or policies consistent with this Agreement that are required to effectively exercise the powers or accomplish the objective of CJN;
- C. To adopt an annual operating and capital budget, including a statement of sources of funding and allocation of costs to the Members;
- D. To enter into contracts in its own name, including contracts to purchase materials, goods, or services and contracts to provide its Members and non-Members with access and use of systems and applications developed or purchased by CJN and other services provided by CJN;
- E. To establish processes for setting and charging System Fees;
- F. To acquire, lease, hold and dispose of property, both real and personal including transfer of property from a Member to CJN;
- G. To arrange with one or more of the Members to incur debt or issue bonds for the benefit of CJN, as permitted by law;
- H. To develop, acquire, operate and maintain applications and systems for criminal justice agencies to improve operational efficiencies, integrate information between criminal justice agencies, including those systems acquired jointly and cooperatively for the benefit of the Members;
- I. To hire, discipline, or discharge employees required to accomplish the purposes of this Agreement, including employing an Executive Director and delegating personnel authority to the Executive Director;

- J. To purchase any insurance or indemnity or surety bonds as necessary to carry out this Agreement and purpose of CJN;
- K. To seek, apply for, and accept appropriations, grants, gifts, loans of money, or other assistance as permitted by law from any person or entity, whether public or private;
- L. To commence any type of legal action or proceeding permitted by law to protect CJN's property and interests;
- M. To exercise all powers necessary and incidental to carrying out the purposes set forth in Article 1 of this Agreement;
- N. To contract with a Member or third party for auditing, financial, human resources, information technology, risk management, legal, and other services as needed for CJN; and
- O. To approve contracting and purchasing policies for CJN.

6.3 Board Representatives and Vacancies.

- A. Board Creation and Composition. The Board shall consist of one Board representative from each of the Members who is appointed by the respective head of the Member's Law Enforcement Agency. Each Member shall also be entitled to appoint an alternate Board representative, who shall act for the Board representative during that individual's absence. In addition, for the Initial Term of this Agreement, the County's Board of Commissioners is entitled to appoint one Board representative and one alternate. This Agreement at times uses the term "Board representative" to refer to both a Board representative and that representative's alternate.
- B. Board Compensation. Board representatives shall serve without compensation from CJN, but this shall not prevent a Member from providing compensation for a Board representative if such compensation is authorized by the Member and by law.
- C. Representative Terms. The terms of each Board representative will be established in the Board's bylaws. Any Board representative shall be subject to removal by the appointing Member at any time, with or without cause. If any Board representative is removed by the appointing Member, the vacancy shall be filled by that appointing Member. A Board representative's term terminates at such time as the individual ceases to be a member of the governing body of the applicable Member or an employee of the applicable Member.

6.4 Board Governance – Officers. At its first meeting, and its first regular meeting of each subsequent year, the Board shall elect a Chair and Vice Chair from among the Board representatives. The Chair and Vice Chair shall be elected by the Board for one-year terms. The Chair shall preside at all meetings of the Board and shall perform other duties and functions as may be determined by the Board. The Vice Chair shall preside over and act for the Board during the absence of the Chair.

6.5 Board Governance – Voting.

- A. Actions of the Board will be taken by vote of the Board in which each Board representative shall have one equal vote. Proxy voting is not permitted. The Board shall function by a majority of the Board representatives present at the time of the vote.
- B. Decisions of the Board will be made by a majority of the votes cast except where a Supermajority is required.

- C. A Board representative shall not be entitled to vote on behalf of the Member during the time that such Member is in default on any contribution to CJN or on any contract with CJN. During the existence of such default, the vote or votes of such Member shall not be counted as eligible votes.

6.6 Board Committees. The Board may appoint standing committees, ad hoc committees and workgroups, with the powers described in the Board’s bylaws or in resolutions adopted to establish the committee or workgroup.

6.7 Board Meetings. The Board shall meet as set forth in the bylaws adopted by the Board or upon a call of the Board Chair. All meetings of the Board shall comply with Minnesota Statutes Ch. 13D, the Minnesota Open Meeting Law.

ARTICLE 7 Executive Director

CJN shall have a chief operating officer with the title Executive Director. The Executive Director shall be the administrative head of CJN and shall report to the Board and the Executive Committee, if the Board creates one, for the administration and operation of CJN. The Executive Director shall be an employee of CJN. Any vacancy in the office of the Executive Director shall be filled as soon as possible after the effective date of such vacancy. In the case of absence or disability of the Executive Director, the Board may designate any other qualified person to carry out the duties of the Executive Director during such absence or disability.

ARTICLE 8 Budget and Funding

8.1 Fiscal Year. The fiscal year for CJN shall be the calendar year.

8.2 Recommended Annual Budget. The annual budget of CJN must be adopted in the following manner:

- A. The Executive Director shall prepare a proposed annual operating and capital budget for the following fiscal year for consideration by the Board no later than April 1st of each year;
- B. Annually, prior to April 1st the Executive Director shall deliver to each Board representative a copy of the proposed budget;
- C. Annually prior to May 1st, the Board will supply each Member with a proposed budget for the following fiscal year; and
- D. The annual budget for the following fiscal year shall be adopted at a meeting of the Board in June.

If the Board fails to adopt a budget by July 1st, the budget from the current fiscal year shall be deemed approved for the next fiscal year. This requirement to adopt a budget at a regular meeting of the Board by July 1st does not apply to the calendar year in which this Agreement is first executed; however, the Board shall adopt a budget for the first fiscal year of this Agreement at its first Board meeting in 2022.

8.3 Member Contributions to Adopted Budget.

- A. The Board shall have the authority to fix cost sharing charges for all Members in an amount sufficient to provide the funds required for CJN’s operational and capital costs in the budget.
- B. The CJN annual budget (Total Membership Fees) will be comprised of a minimum of two funding components: Operations and Records Management System (RMS). During the Initial Term, the County will contribute a fixed annual subsidy in the amount of \$472,642.00, which shall constitute the County’s annual Total Membership Fees, except for Membership Fees assessed to the Dakota County Sheriff’s Office pursuant to this section. There will be no annual adjustment of the subsidy amount.
- C. City Members and the Dakota County Sheriff’s Office shall contribute to the Operations fund in proportional share based on the population of the geographical areas for which it provides law enforcement services determined as of July 1 of the previous fiscal year, except for fiscal year 2022. For purposes of this section, the geographical area for which the Sheriff’s Office provides law enforcement services means that area outside the boundaries of all cities located within Dakota County, but includes the area within the boundaries of the cities of Coates, Hampton, Miesville, New Trier, Randolph and Vermillion. For fiscal year 2022, the contribution from each of those Members for the Operations fund shall be:

City of Burnsville	20.0%
City of Farmington	6.0%
City of Hastings	7.6%
City of Inver Grove Heights	8.9%
City of Mendota Heights	6.2%
City of South St Paul	7.0%
City of West St Paul	12.4%
Dakota County Sheriff's Office	25.6%
City of Rosemount	6.2%
County of Dakota	0.0%

- D. The RMS funding component of the CJN annual budget is to be utilized to pay for costs associated with the following items: (1) RMS maintenance and support of ProPhoenix; (2) the development fund; (3) escrow to maintain ProPhoenix RMS code in a secure location; and (4) staff support. The City Members and the Dakota County Sheriff’s Office shall contribute equally to the RMS fund for the costs associated with items (1) through (3). For costs associated with staff support, the City Members and the Dakota County Sheriff’s Office shall contribute to the RMS fund based on their proportional total number of users determined as of July 1 of the previous fiscal year, except for fiscal year 2022. For fiscal year 2022, the contribution from each of those Members for the RMS fund shall be as follows:

City of Burnsville	29%
City of Farmington	10%
City of Hastings	10%
City of Inver Grove Heights	16%
City of Mendota Heights	5%
City of South St Paul	10%
City of West St Paul	10%

Dakota County Sheriff's Office	10%
City of Rosemount	9%
County of Dakota	0%

- E. The Board may authorize an additional funding component as necessary to generate reserve funds in the event the Members amend the term of this Agreement beyond the Initial Term.
- F. Upon adoption of the budget by the Board, each Member is obligated to make payments to CJN for the Member’s Membership Fees for the following fiscal year in accordance with this Article, except as adjusted to account for withdrawal of a Member consistent with Article 11.

8.4 Expenditure of the Annual Budget.

- A. The Board may establish procedures and limitations as may be necessary to preserve the integrity and purpose of the approved operating and capital budget (Total Membership Fees). After adoption of the annual operating and capital budget by the Board, the Executive Director shall make all expenditures in accordance with such budget. Purchases and letting contracts shall be done in accordance with procedural guidelines established by resolution of the Board, consistent with Minnesota law.
- B. The Executive Director shall have the power to transfer funds within the total annual operating budget in order to meet unanticipated needs or changed situations. The Executive Director shall not transfer funds within the total annual capital budget or between the operating budget and capital budget. The Executive Director shall report any transfer of funds within the annual operating budget to the Board in the next report.

8.5 Criminal Justice Network Fund Balance Transfer. The County will transfer to CJN all funds in the County’s CJN Operations (CJN-OPS) account and in the County’s CJN Records Management System (CJN-RMS) account.

8.6 In-Kind Contributions. The Board may accept in-kind contributions from any Member. The County will provide CJN with certain in-kind contributions, which will be subject to, and governed by, the terms of one or more contracts with CJN.

8.7 Legal Services. The Dakota County Attorney's Office (“DCAO”) will provide CJN with general legal advice on issues such as JPA governance, data practices, and contract and policy review at no cost during the Initial Term, except that during the Initial Term, CJN shall pay the DCAO for the costs of litigation at the DCAO’s current hourly rate for paralegals and attorneys, and for actual costs incurred associated with litigation. The DCAO’s provision of legal services to CJN will be subject to the terms of a separate legal services agreement.

8.8 Credit or Payment to Members for Services. The Board may approve annual fee payment or cost allocation credits to any Member that provides in-kind contributions to CJN.

ARTICLE 9 Audit

The Board shall call for an annual audit of the financial affairs of CJN, to be performed by an independent Certified Public Accountant and completed in accordance with generally accepted auditing

principles. The Board shall provide a copy of the audit report to the Members. CJN's books, reports and records shall be available for and open to inspection by the Members at all reasonable times.

ARTICLE 10 Termination and Dissolution

- 10.1 Termination. This Agreement shall terminate upon the occurrence of any one of the following events:
- A. When Members withdraw pursuant to Article 11 so that in the judgment of the Board it becomes impractical or uneconomical to continue to operate under this Agreement;
 - B. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
 - C. When a Supermajority agrees, pursuant to a resolution of the governing bodies of the Members, to terminate this Agreement.
- 10.2 Effect of Termination. Termination shall not discharge any liability incurred by the Board or by the Members during the term of this Agreement. Each Member shall be liable for its own acts and for the acts of the Board to the extent provided by law. Property or surplus money acquired by the Board shall be distributed to the Members in proportion to their contributions. The Board shall approve a final report of its activities and affairs.
- 10.3 Distribution of Assets. Prior to termination of this Agreement or if CJN is otherwise disbanded, the Board shall first adopt a plan providing for the orderly disposition of assets and unwinding of agreements of the Board. Such plan shall provide that following the disposition of any assets owned by the Board and the payment of all obligations of the Board, any funds remaining shall be distributed to the remaining Members who have not previously withdrawn consistent with the approved plan.

ARTICLE 11 Withdrawal of a Member

- 11.1 Unilateral Withdrawal.
- A. No Member may withdraw from this Agreement during the Initial Term. If the term of the Agreement is extended, a Member may withdraw by providing notice to withdraw to the Board Chair at least eighteen (18) months prior to the withdrawal date, with a copy of a resolution of its governing body indicating its intent to withdraw from this Agreement.
 - B. Upon receipt of the notice to withdraw and the resolution of the governing body of a Member authorizing withdrawal, the Board Chair shall forward a copy of the resolution to all other Members.
 - C. The notice to withdraw shall be made by Registered or Certified Mail to CJN's primary office, in each case, return receipt requested and postage prepaid, which is deemed to have been provided upon receipt as indicated by the date on the signed receipt, certification, or affidavit. The Board Chair may accept notice of withdrawal by more informal means, only if authorized in writing signed by the Board Chair.
- 11.2 Effect of Withdrawal. Withdrawal of any Member shall not terminate this Agreement except as provided in Section 10.1. Withdrawal shall not act to discharge any liability incurred or

chargeable to any withdrawing Member before the effective date of withdrawal. Such liability shall continue until appropriately discharged by law or agreement. No withdrawing Member shall be entitled to a refund or distribution of Membership Fees, administrative or operating fees or funds paid, reimbursement or repayment of in-kind contributions, or forgiveness of fees owed to the Board.

ARTICLE 12 Insurance and Indemnification

- 12.1 Responsibility for Own Acts and Omissions. No Member shall be liable for the acts or omissions of another Member, unless it has specifically agreed in writing to be responsible for the same. Each Member acknowledges and agrees that it is insured or self-insured consistent with the limits established in Minnesota State Statutes. Each Member agrees to promptly notify all Members if it becomes aware of any potential Board-related claims or facts that are likely to give rise to such claims. Neither the Board nor any Member shall have the power to do any act or thing the effect of which is to create a charge or lien against the property or revenues of the Board or another Member, except as expressly provided herein or in any of the documents authorized herein.
- 12.2 No Waiver. Notwithstanding the foregoing, the terms of this Agreement are not to be construed as, nor operate as, waivers of a Member's statutory or common law immunities or limitations on liability, including but not limited to, Minnesota Statutes Chapter 466. Further, the Members' obligations set forth in this Agreement are expressly limited by the provisions of Minnesota Statutes Chapter 466 and Minnesota Statutes section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the Members and the Board. For purposes of determining total liability for tort damages, each Member and the Board are considered a single governmental unit and the total liability for all of the Members and the Board shall not exceed the limits on governmental liability for a single governmental unit as specified under Minnesota Statutes Section 466.04, Subd. 1, or as waived or extended by the Board or all Members under Minnesota Statutes Sections 466.06 or 471.981.
- 12.3 Indemnification. The Board shall be considered a separate and distinct government joint powers entity to which the Members have transferred all responsibility and control for actions taken pursuant to this Agreement. The Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minnesota Statutes Chapter 466. Without limiting the application of Section 12.1, to the extent of any liability insurance carried by the Board and available for such purpose, and any tail coverage carried by the Board, the Board shall defend, indemnify and hold harmless each Member from any and all liability arising from or as a result of: (i) any accident, injury to or death of any person or loss or damage to tangible or intangible property that may be directly or indirectly caused by the acts or omissions of the Board; (ii) any act of the Board in the observation or performance of any of its responsibilities, or any failure by the Board to perform any such responsibilities; and/or (iii) any actions or inactions of Members taken as a result of their membership on the Board. Nothing in this Agreement shall be construed to provide liability coverage or indemnification to an officer, employee, or volunteer of any Member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

- 12.4 Insurance. The Board shall provide for worker’s compensation benefits for all CJN employees in the amount consistent with state statutes. The Board may also carry additional policies of insurance as it deems appropriate.
- 12.5 Uninsured Liability. If the Board incurs liability that is in excess of the insurance obtained by the Board, or incurs liability that is outside the coverage of such insurance, the liability shall be distributed among the Members on the basis of each Member’s proportional Membership Fee in the year in which the action or inaction giving rise to the liability occurred.

ARTICLE 13 Intellectual Property

- A. The County, through its existing Criminal Justice Network Department, has developed and owns all right, title and interest to software (hereafter “Software”) enabling web-based information sharing and tracking between authorized criminal justice agencies. These criminal justice agencies include law enforcement agencies, the Dakota County Attorney’s Office, Dakota County Community Corrections, Dakota Communications Center, judicial organizations and related agencies as well as their authorized users. The Software is accessed and implemented through a number of applications including, but not limited to:
- Administration
 - Case Management
 - eBriefing
 - eForms
 - Gun Permits
 - Integration Services
 - Jail Transportation Management System
 - Scheduling
 - Search
 - Subscription
- B. Concurrent with the execution of the Agreement and formation of the new CJN, the County, acknowledging that it has received sufficient consideration from CJN, agrees to assign all rights, title and interest in the Software to CJN. This assignment specifically includes all intellectual property (hereafter “IP”) related to the Software including, but not limited to, any copyrights, source code, proprietary databases, online forms, user interfaces, user lists, fee sheets, trade secrets and trademarks, presently owned by the County that are related to and exclusive to implementation and use of the Software. This IP includes any registered or unregistered IP and includes IP arising out of state or federal law. The assignment specifically excludes any third-party databases and non-transferrable licenses to which the County lacks sole ownership or the ability to transfer ownership. The assignment also excludes any County owned databases that are non-exclusive to the implementation and use of the Software.
- C. Following execution of the Agreement, CJN shall be responsible for entering into any third-party agreements including licensing or other related agreements related to third-party databases and related third-party tools necessary for full implementation and use of the Software.

- D. CJN acknowledges its familiarity with the Software and that as of the execution of the Agreement, the Software is in usable condition, satisfies all operational conditions and accomplishes its intended purpose.
- E. Upon assignment of the Software to CJN, CJN will assume responsibility for all future costs and expenses related to maintenance, revisions, updates and future developments of the Software as well as any on-going support of third-party users of the Software.
- F. Upon assignment of the Software, CJN will assume responsibility for any and all costs related to ensuring and monitoring compliance and proper use of the Software by the Members, authorized third parties and their designated users.
- G. CJN agrees to establish and implement policies and procedures so as to ensure that use of the Software by the Members, third-party users and their authorized users complies with all applicable Federal, State and Local laws.
- H. Upon assignment of the Software to CJN, CJN will assume all liabilities and responsibilities, both criminal and civil, regarding use of the Software by the Members, third-party users and all of their authorized users.
- I. CJN agrees to utilize best industry practices in maintaining the on-going confidentiality and security of the Software so as to prevent unreasonable access to all portions of the Software by non-authorized users.
- J. In the event that CJN is otherwise disbanded or terminated during the Initial Term, CJN agrees, absent any other agreement, to reassign all rights, title and interest in the Software to the County.

ARTICLE 14 Miscellaneous Provisions

- 14.1 Amendments. This Agreement may be amended at any time and from time to time by agreement of all Members that have not previously withdrawn pursuant to Article 11.
- 14.2 Governing Law and Venue. The laws of the State of Minnesota govern all matters related to this Agreement, without giving effect to the principles of conflict of law. Venue and jurisdiction for any litigation related to this Agreement must be in those courts located within Dakota County, State of Minnesota or U.S. District Court, District of Minnesota.
- 14.3 Counterparts. This Agreement may be executed by the Members in any number of counterparts.

IN WITNESS WHEREOF, each of the Members has caused this agreement to be executed on its behalf as of the date(s) written below.

COUNTY OF DAKOTA, MINNESOTA

By _____
 Its _____

Approved as to form

 Assistant County Attorney Date

File No. KS-21-16

CITY OF BURNSVILLE, MINNESOTA

By: _____

Its: _____

Date: _____

CITY OF FARMINGTON, MINNESOTA

By: _____

Its: _____

Date: _____

CITY OF HASTINGS, MINNESOTA

By: _____

Its: _____

Date: _____

CITY OF INVER GROVE HEIGHTS, MINNESOTA

By: _____

Its: _____

Date: _____

CITY OF MENDOTA HEIGHTS, MINNESOTA

By: _____

Its: _____

Date: _____

CITY OF ROSEMOUNT, MINNESOTA

By: _____

Its: _____

Date: _____

CITY OF SOUTH ST. PAUL, MINNESOTA

By: _____

Its: _____

Date: _____

CITY OF WEST ST. PAUL, MINNESOTA

By: _____

Its: _____

Date: _____