LOGIS Fiber Management Services Agreement

THIS AGREEMENT is between Dakota County], a Minnesota Local Government under the laws of the State of Minnesota (the "County"), and Local Government Information Systems, a joint powers organization under the laws of the State of Minnesota, located at 5750 Duluth Street, Golden Valley, MN 55422 ("LOGIS").

WHEREAS, the County is responsible for managing its fiber network assets that are within its geographical boundary; and

WHEREAS, the County requires technical services to assist in the management of these fiber network assets; and

WHEREAS, LOGIS is willing and capable of providing the management services as described in this agreement.

THERFORE, the parties agree as follows:

TERM AND COST OF THE AGREEMENT

Term. LOGIS agrees to provide fiber network management services as described separately in the Statement of Work to the County commencing on March 1, 2026, and terminating on February 28th, 2027; unless terminated earlier in accordance with the Default and Cancellation or Termination Without Cause provisions of this Agreement

Cost. The County/County agrees to pay a fee based on the services described separately in the Statement of Work. The fee will be billed on a monthly basis, and are due consistent with the Minnesota statutes, section 471.425. Payment of interest on late payments is governed also by

the provisions of MN Statute, Section 471.425. Specifics as to pricing and billing are describe in the attached Statement of Work.

Termination Without Cause. Either party may terminate this agreement without cause upon 180 calendar days' notice of Notice of Termination to the other party.

COMMUNICATION AND COORDINATION OF SERVICES

LOGIS and the /County mutually agree to provide regular communications to ensure all terms and conditions outlined in this Agreement and all services outlined in the Statement of Work is being performed to each party's satisfaction.

INTELLECTUAL PROPERTY

LOGIS hereby warrants that it will obtain the written consent of the owner and licensor to reproduce, publish or use any materials supplied to the /County including, but not limited to; software, hardware, or documentation. LOGIS will provide the County copies of such consent and/or permission. LOGIS also warrants that any delivered material will not violate U.S. Copyright Law or any property right of another and agrees that LOGIS will defend, indemnify, and hold harmless the COUNTY, its officials, its member bodies, board members, officers, agents, volunteers, and employees, at LOGIS's own expense, against any alleged infringement of any copyright or property right that was caused by LOGIS.

INDEMNIFICATION AND INSURANCE

Indemnification.

With the exception of its proportionate obligations as a member of LOGIS, each party to this Agreement shall be liable for the acts of their own officers, employees, and agents; and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party, its officers, employees, and agents.

Each party must indemnify, defend (in the case of third-party claims, with counsel satisfactory to the other party), and hold harmless the other party, its officers, agents, and employees, from and against any actual or alleged loss, litigation cost (including, but not limited to, reasonable attorney fees and costs and expenses of defense), costs, settlement, judgment, demands, damage, liability, lien, debt, injury, harm, fees, fines, penalties, interest, expenditure, diminution in value, disbursement, action, claim, proceeding, or dispute of any sort (collectively "**Losses**"), whether or not involving a third party, which are attributable to that party', or its agents', independent contractors', employees', or delegates', actual or alleged:

Intentional, willful, or negligent acts or omissions; or

Actions or omissions that give rise to strict liability; or

Negligent or intentional misrepresentation, breach of warranty, covenant, contract, or subcontract

whether or not well-founded in fact or in law, known or unknown, foreseen, or unforeseen, fixed, or contingent and howsoever originating or existing, and whether or not based upon statute, common law, or equity. This indemnity provision survives expiration or termination of this Contract.

The parties agree that the provisions of the Municipal Tort Claims Act, M.S. 466, and other applicable laws govern liability arising from the parties' acts or omissions. Nothing in this Agreement is intended as a waiver of any liability limits or immunities to which the parties are otherwise entitled to under law.

LOGIS will require all contracts with its subcontractors performing work for Dakota County to include the defense and indemnification language favorable to Dakota County. LOGIS will also require the contract to add Dakota County as an additional insured on its insurance and require the minimum insurance requirements outlined below.

Insurance. For the mutual protection of all parties in this Agreement, each party (including LOGIS' subcontractors) agrees to maintain the following insurance coverages through a program of insurance or self-insure:

Commercial General Liability coverage in the minimum amount of $500,000 on an occurrence basis.

Commercial Auto Liability coverage in the minimum amount of $500,000 combined single limit.

Professional Liability coverage in the minimum amount of $500,000 per occurrence and aggregate. Such insurance shall be maintained for at least one (1) year from Contract termination.

An umbrella or Excess Liability Insurance policy may be used to supplement a parties or LOGIS' subcontractors policy limits to satisfy the full policy limits required by this Agreement.

The tort liability amounts under Minnesota Statues Section 466.04 shall apply to the parties' insurance limits.

Workers Compensation in accordance with the statutory requirements under Chapter 176 of the State of Minnesota Statutes and Employer's Liability coverage in the minimum amount of $500,000.

DATA PRACTICES

All parties to this Agreement, including their officers, employees, and agents shall abide by the provisions in the Minnesota Government Data Practices Act M.S. Chapter 13, the Health Insurance Portability and Accountability Act, and all other applicable federal and state laws, rules, regulations, and orders relating to data privacy or confidentiality. If LOGIS creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the County network operator pursuant to this Agreement, then LOGIS must comply with the requirements of the MGDPA and may be held liable under the MGDPA for noncompliance. In accordance and pursuant to the terms of paragraph 4 of this Agreement, each party agrees to defend, indemnify and hold harmless the other party, its officials, its member bodies, board members, officers, agents, volunteers, and employees from any claims resulting from its own officers, agents, owners, partners, employees, volunteers, assignees or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Each party agrees to promptly notify the other party if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

RECORDS RETENTION, AVAILABILITY, AND ACCESS

Subject to the requirements of M.S. Section 16C.05, Subd. 5; all parties to this Agreement agree that each party, the State Auditor, the Legislative Auditor, or any of their authorized representatives, during normal business hours, and as they may deem reasonably necessary, shall have the right to examine, audit, and transcribe any documentation or records that involve transactions relating to this Agreement. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. LOGIS shall require subcontractor to make available upon written request to the Secretary or Comptroller General any such books, documents and records.

The parties further agree to maintain all pertinent materials during the term of this Agreement and for six years after its termination or cancellation. LOGIS agrees to provide the County with copies of all records and documents arising out this Agreement within 30 day of the Agreement's termination.

SUCCESSORS, SUBCONTRACTORS, AND ASSIGNMENTS

LOGIS shall not assign, transfer, subcontract, or pledge this Agreement or any associated monies without the prior written consent of the /County. If granted, any permission to assign, transfer, subcontract, or pledge shall not relieve LOGIS of its liabilities and obligations under this Agreement. LOGIS will comply with the limitations of Minn. Stat. §471.59 when contemplating any assignment, transfer or pledge of this Agreement.

LOGIS shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between LOGIS and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. LOGIS shall make contracts between LOGIS and subcontractors available upon request.

MERGER AND MODIFICATION

Both parties agree that this Agreement supersedes all previous oral or written communications relating to the terms and conditions outlined in the Agreement and Statement of Work. Modifications to the Agreement or Statement of Work is valid only after both parties have agreed to them in writing.

DEFAULT AND CANCELLATION

Both parties agree that if either party fails to perform any provision in this Agreement or Statement of Work as to endanger the performance of the Agreement, it could be held in default and subject to cancellation.

If either party concludes the other is in default, it shall provide a written notice detailing the circumstances of that conclusion. The other party shall have 30 days to cure the default. If the default is not cured, the party citing the default may, upon written notice, cancel the Agreement and Statement of Work, and suspend all payments for work that was not completed; or suspend any services that were underway.

The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

Both parties agree that they remain liable for any damages sustained by the other as a result of the default.

NOTICES

Any notice or demand, including events of default, shall be delivered in writing to the LOGIS Executive Director and the County Authorized Representative as identified below.

To LOGIS: **To DAKOTA COUNTY**:

Christopher K. Miller David Mcknight

Executive Director   Director of Enterprise Finance and

       Information Services Division

5750 Duluth Street   1590 Highway 55

Golden Valley, MN 55422   Hastings, MN 55033

763-543-2630 651-438-4286

ckmiller@logis.org   David.Mcknight@CO.DAKOTA.MN.US

The parties shall promptly provide Notice to each other when an Authorized Representative's successor is appointed. The Authorized Representative's successor shall thereafter be the Authorized Representative for purposes of this Contract. In addition, Notices regarding breach or termination shall also be provided to:

Dakota County Attorney's Office

Civil Division

1560 Highway 55

Hastings, Minnesota 55033

MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement, and the legal relations between the parties and their performance. The venue and jurisdiction for any litigation between the two parties will be initiated in the district court where the County/County resides, and as necessary; with the Appellate and Supreme Court of the State of Minnesota.

COUNTY OF DAKOTA

By: _____

Printed Name:

Printed Title

Date: _____, 2026

LOGIS

By: _____

Printed Name: Christopher K. Miller

Printed Title: Executive Director

Date: _____, 2026

LOGIS Fiber Management Statement of Work

In accordance, with the LOGIS Fiber Management Services Agreement, this Statement of Work outlines the scope of services and costs for the County.

Assigned Project Manager to serve as primary liaison between the member, LOGIS, and vendors.

Planning and budgeting assistance regarding fiber upgrades & enhancements, replacements, and budget estimates

Managing fiber installs, repairs, maintenance, and relocates. Vendor costs and project expenses will be billed to the member.

Providing a lead role in the preparation of formal quotes or bids in accordance with MN Statutes, as well as general fiber-related procurement.

LOGIS will manage the following vendor relationships:

Fiber 24-hour break-fix vendors

Fiber burial and installation vendors

Locate, splicing and testing vendors

Provide change management oversight including project timelines, communications & notifications, and documentation. All project related documentation will be stored in the Laserfiche repository and available to the member any time.

Organize, update, and maintain all available fiber documentation related to the member including but not limited to fiber paths, conduit, cabling, locate responsibility, splicing details and circuit connectivity using CrescentLink, an ESRI ArcGIS application.

An ESRI Map Package will be exported and provided to the Dakota County GIS Dept. on a quarterly basis for GIS updates.

Maintain a service-level standard of a 2-hour on-site response for fiber cuts/outages.

Annual cost is based on a per foot rate. Additional network footage constructed or added the to the Dakota County owned network in the current year will be used to calculate the cost for the next calendar year.

Total 2026 Cost to Dakota County **$398,630.00 ****