ATTACHMENT A: SAMPLE JPA

Criminal Justice System Services Agreement
Between the Criminal Justice Network
And the County of Dakota (County Department)

THIS CRIMINAL JUSTICE SYSTEM SERVICES AGREEMENT (the "Agreement") is made and entered into by and between the Criminal Justice Network, a joint powers organization created pursuant to Minn. Stat. § 471.59, located at 8150 Barbara Ave. Inver Grove Heights, MN 55077, ("CJN"), and the County of Dakota, a political subdivision of the State of Minnesota, through its **[COUNTY DEPARTMENT]**, ("the Agency"). CJN and the Agency are referred to individually as a "Party" and collectively as the "Parties." The Parties enter into this Agreement pursuant to the authority in Minn. Stat. §471.59.

1. **Definitions.**

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

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

"Days" refers to calendar days, unless stated differently in the Agreement or its Attachments.

"**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.

"**Downtime**" means a loss of service ability that is five (5) minutes or more in duration. A Downtime Event does not include: (a) scheduled maintenance or repairs in accordance with Sections 3.2 and 3.3; (b) disruptions of service caused by issues beyond CJN's control, such as denial of service attacks, disruptions of third-party supporting systems (e.g., ISP), disruptions of third-party interfacing systems (e.g., Minnesota Bureau of Criminal Apprehension, MNCIS, LOGIS, etc.), end-user computer issues, catastrophic hardware failures, or outages resulting from a force majeure event as defined in the Agreement.

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

"**Permitted User**" means the Agency's employees and agents who are provided access to the System Software in accordance with the procedures in Section 9 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 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.

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

"**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**.

2.1.   The Agency hereby engages CJN, and CJN hereby agrees to provide the Services described in this Agreement and in the System Overview. CJN agrees to provide the Services to the Agency in accordance with 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 for its Permitted Users to access and use the System Software and Provider Content.

2.2.   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.

2.3.   The Liaisons of the respective Parties for purposes of this Agreement are as follows:

Agency Liaison: [Name]	CJN Liaison: Mary Cerkvenik
Telephone: [Telephone Number]	Telephone: 651-438-4559
Email Address: [Email Address]	Email Address: mary.cerkvenik@co.dakota.mn.us

The Liaison, or successor, has authority to assist the Parties in the day-to-day performance of this Agreement, ensure compliance, and provide ongoing consultation related to the performance of this Agreement. The Parties shall promptly provide Notice to each other when a Liaison's successor is appointed. The Liaison's successor shall thereafter be the Liaison.

3. **Additional CJN Responsibilities**.

3.1.   CJN will provide all required hosting and operations support for the applications described in the System Overview.

3.2.   CJN will cause the Services to be accessible to the Agency, except for scheduled maintenance or required repairs, and except for any interruption due to causes beyond the reasonable control of CJN including, but not limited to, any Force Majeure Event (as defined in Section 17).

3.3.   CJN may from time to time, in its sole discretion, install Updates, modify the Services or any component thereof provided that such Updates must perform and contain functionality that is equivalent to or better than the current version of the Services. CJN will complete such installations and modifications to minimize any impact on the Agency's use of the System Software and Services. CJN will notify the Agency Liaison by standard methods of notification such as email, system generated messages on the System home page for Agency users, or similar communication methods, in advance of the installation of an Update or modification to the Services.

3.4.   CJN will provide support and System maintenance to the Agency as more fully described in this Agreement and the System Overview.

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

3.6.   CJN will provide training on the use of CJN's System for the Agency's Permitted Users as set forth in Section 8 of this Agreement.

3.7.   CJN is responsible for ensuring that its Services and the performance of CJN's other obligations hereunder comply with all laws applicable to CJN.

4. **Agency Responsibilities**.

4.1.   The Agency will 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.

4.2.   The Agency will provide, at no cost to CJN, the necessary personnel and facilities to meet the Agency's obligations hereunder.

4.3.   The Agency will 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.

4.4.   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.

4.5.   The Agency will 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.

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 Board 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 will 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 will set available configurations in the System Software for the Agency or will train designated Agency staff how to configure the Services and System Software.

6.   **Ownership, Protection and Security**.

6.1.   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. CJN retains all ownership in the intellectual property and all other proprietary rights and interests associated with CJN's Software System and Services and all components thereof and associated documentation, except as expressly provided herein.

6.2.   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 will remain with the Agency and CJN will cease use of all such material upon termination of this Agreement.

6.3.   CJN grants to the Agency a limited license during the term of this Agreement to use and reproduce CJN'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 will conform to the Agency's standard guidelines and requirements for use of such trademarks and logos.

6.4.   By storing Agency Data on CJN's equipment and System, CJN does not obtain any ownership interest in Agency's Data. As between the Agency and CJN, Agency's Data is and will remain the sole and exclusive property of the Agency, including all applicable rights to copyrights, trademarks or other proprietary or intellectual property rights thereto.

7.   **Implementation**.

If the Agency has never used the Services before, the parties will complete a mutually agreed-upon implementation plan that includes an access schedule and a System training and testing schedule.

8.   **Maintenance/Support/Training.**

CJN will provide the Agency and its Permitted Users with technical support and training regarding the use of the Services. The technical support will include: (i) unlimited telephone, facsimile and e-mail "hot-line" support during CJN's business hours, and (ii) other support set forth in **Attachment B** to this Agreement. CJN will provide the Agency with any training materials and documentation it has created for use by Permitted Users and the Agency's internal trainers.

9.   **Identity Management Responsibilities.**

9.1.   *User Access Restrictions*. The Parties acknowledge and agree that access to the System Software and Services will be restricted to Agency's Permitted Users who have 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 9.

9.2. *Request for Access*.

9.2.1. The Agency commences the identity authentication process by completing and electronically submitting a request for CJN system access in the CJN Administration Application. The Agency official or employee signing this Agreement cannot be the same person who completes the request for access.

9.2.2. The request for access must be signed by two Agency employees: the person initiating the request for access and another person approving the request for access. These signatures may be electronic signatures.

9.2.3. The Agency may authorize one or more persons to initiate the request for access and one or more persons to approve the request for access. These authorized persons can be identified by name or by position title. The Agency must notify CJN of the authorized persons and the Agency must provide notification of any changes to the list of authorized persons.

9.3. *Permitted Users Digital Identities.* The Agency must identify each Permitted User who will have access to the CJN Software System or Services CJN will notify verified Permitted Users of the procedures for creating a unique digital identity on the CJN system.

9.4. Terms and Conditions. When a Permitted User accesses the CJN System for the first time, the individual will be presented with the Terms and Conditions for the acceptable use of the CJN System. To create a digital identity in CJN System and access the CJN Applications, the Permitted User must read and accept the Terms and Conditions.

10. Warranties & Exclusions.

10.1. *Warranties.*

10.1.1. 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 Attachments, and the applicable specifications and Documentation, not including any 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.

10.1.2. CJN warrants that it is the sole owner of, 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.

10.2. In the event that the Agency discovers a non-conformance with any of CJN's warranties or representations as stated in this Agreement, the Agency must promptly provide CJN with Notice and, upon receipt of such Notice: (i) CJN will 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 CJN cannot effect such corrections within a reasonable time using best efforts, the Agency may immediately terminate the Agreement by providing Notice to CJN.

10.3. **THE SERVICE LEVEL WARRANTY SET FORTH HEREIN WILL ONLY APPLY TO THE SYSTEM PROVIDED BY CJN 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 CJN TO PROVIDE SERVICE(S).**

10.4. *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. CJN 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. CJN DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.**

10.5. *Disclaimer of Actions Caused by and/or Under the Control of Third Parties*. **CJN DOES NOT AND CANNOT CONTROL THE FLOW OF DATA BETWEEN THE POINT THAT THE CJN 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 CJN'S SYSTEM. ALTHOUGH CJN WILL USE REASONABLE EFFORTS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, CJN CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, CJN DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.**

11. Nondisclosure of Security or Trade Secret Information.

Through exercise of each Party's rights under this Agreement, each Party may be exposed to the other Party's security information or trade secret information that is classified as not public data ("Confidential Information"). In recognition of the other Party's need to protect its legitimate business interests and legal obligations, each Party agrees that it will regard and treat each item of information constituting Confidential Information of the other Party as not public, 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 will give the other Party prompt 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.

12. Data Security & Compliance.

12.1. CJN will, at a minimum, implement the following procedures designed to protect the security of Agency Data: User identification and access controls; industry standard firewalls and back-up and archival procedures; disaster recovery plan industry standard back-up and archival procedures; and regular CJN employee training regarding the security and data recovery programs referenced in this Section.

12.2. The Parties additionally agree to the terms stated in **Attachment C** to this Agreement concerning data access, sharing, management, and compliance.

13. Liability Limitations.

13.1. **NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF DATA, BREACH OF DATA CONFIDENTIALITY, LOSS OF USE, OR BUSINESS STOPPAGE.**

13.2. The cumulative, aggregate liability of CJN, its affiliates, officers, employees, or agents to Agency or any other person or entity which arise out of or relate to this Agreement, or Agency, its affiliates, officers, employees, or agents to CJN whether in contract, tort, or otherwise, must not exceed $60,000.

14. 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. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of CJN and Agency, they shall be borne by each Party in proportion to its own negligence. 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, CJN will 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").

15. <u>Term and Termination</u>.

15.1. *Term.* This Agreement shall commence on January 1, 2022 and shall remain in effect until December 31, 2026.

15.2. *Termination.* Either Party may immediately terminate this Agreement if the Services become illegal or contrary to any applicable law, rule, regulation, or public policy. Either Party may terminate this Agreement without cause upon ninety (90) days prior Notice.

15.3. *Termination for Chronic Problems.* The Agency may terminate this Agreement for cause and without penalty by notifying CJN within ten (10) days following the end of a calendar month in the event either of the following occurs: (i) the Agency experiences more than ten (10) Downtime events during the calendar month; or (ii) 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.

16. <u>Consideration</u>.

Pursuant to the Joint Powers Agreement that formed CJN and in consideration for the Agency's ongoing separate financial contributions to CJN, CJN will provide the Services under this Agreement to Agency at no additional cost during the Term.

17. <u>Force Majeure</u>.

Neither Party will 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. If such circumstances occur, the nonperforming Party shall, within a reasonable time of being prevented from performing, give Notice to the other Party describing the circumstances preventing continued performance and the efforts made to resume performance of this Agreement.

18. <u>Miscellaneous</u>.

18.1. *Assignment.* Agency may not assign its rights or obligations under this Agreement without the prior written consent of CJN. CJN may assign its rights and obligations under this Agreement after providing Notice to Agency.

18.2. *Severability*. The provisions of this Agreement are severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this

Agreement unless the void, invalid, or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.

18.3.   *Waiver and Amendment*. No modification, amendment, or waiver of any provision of this Agreement is 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 operates as a waiver of any such right, power or remedy.

18.4.   *Governing Law and Venue*. This Agreement is 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 Dakota County, Minnesota for all disputes in connection with this Agreement or the transaction contemplated hereby.

18.5.   *Authorized Representatives and Notices.*
   18.5.1. The Authorized Representatives of the respective parties for purposes of this Agreement are as follows:

To Agency:	To CJN:
[Name]	Jim Constantineau
[Title]	Board Chair
[Street]	Criminal Justice Network
[City, State Zip]	8150 Barbara Ave
Telephone: [Telephone Number]	Inver Grove Heights, MN 55077
[Email Address]	jconstantineau@farmingtonmn.gov

Each Authorized Representative, or successor, has authority to bind the Party and sign this Agreement. CJN's Authorized Representative shall have only the authority granted by CJN's Board. 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 Agreement.

   18.5.2. Except as provided otherwise in this Agreement, any notice or demand (collectively, a "Notice") must be in writing and provided to the Party's Authorized Representative by at least one of the following: (i) registered or certified mail, in each case receipt requested and postage prepaid; (ii) personal delivery; (iii) nationally recognized overnight courier, with tracking service and all fees and costs prepaid; or (iv) email (except for Notices of termination). Notice will be effective one business day after the date of mailing, personal delivery, or emailing.

18.6.   *Independent Contractors*. CJN is an independent contractor. Nothing in this Agreement is intended to create an employer and employee relationship between the Agency and CJN. CJN is not entitled to receive any of the benefits received by Agency employees and is not eligible for workers' or unemployment compensation benefits. It is CJN's sole obligation to comply with the applicable provisions of all State and Federal tax laws. 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.

18.7.   *Electronic Signatures.* The Parties agree that this Agreement may be electronically signed and that they are bound by the terms and conditions of the Agreement through their electronic signatures. The parties further agree that the electronic signatures appearing on this Agreement are valid, enforceable, and admissible.

18.8.   *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date(s) set forth.

THE AGENCY

Approved by the Dakota County Board
Of Commissioners, Res. No. ___

Name _____

Title _____

Date of Signature _____

Approved by CJN Board
RESOLUTION NUMBER

CRIMINAL JUSTICE NETWORK

Jim Constantineau
Board Chair

Date of Signature _____

Approved as to Form:

_____

Attorney/Date
File Number:

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. Multiple 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. eBriefing is upgraded on a regular basis based on the suggestions of the eBriefing user community.

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. Multiple form types are available to local agencies. The application includes notifications of situational changes, various levels of security, and advanced auditing. eForms is upgraded on a regular basis based on the suggestions of the eForms user community.

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.

<u>**ATTACHMENT B**</u>

1. **MAINTENANCE AND SUPPORT SERVICES**

    1.1.   CJN will maintain all CJN applications including related hardware and software.

    1.2.   CJN will maintain the following regular business hours: 8:00 a.m. – 4:30 p.m. Central Standard Time, Monday – Friday, except for holidays.

    1.3.   CJN support will include the following:

       1.3.1.   Unlimited phone support, facsimile and email, including the use of the "CJNSUPPORT" email (CJNsupport@co.dakota.mn.us) system available to all Permitted Users during regular business hours.

       1.3.2.   24x7x365 afterhours support for major system failures will be available by contacting CJN Support at 651 438-8348 and following the emergency phone procedures.

       1.3.3.   24x7 phone to respond to emergencies.

       1.3.4.   All applications will include the ability to email CJNsupport@co.dakota.mn.us at any time. This email account will be monitored during regular business hours.

2. <u>**MINIMUM EQUIPMENT AND HARDWARE SPECIFICATIONS**</u>

The following are Agency's minimum equipment and hardware specifications:

    2.1.   A secure modern web browser – Microsoft Edge or Google Chrome, for example – over a secure connection to the internet.

    2.2.   A CJDN Network IP is required to ensure that you are accessing Law Enforcement Data from a secure location.

    2.3.   1024 X 768 resolution or better will provide the best experience.

    2.4.   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.

ATTACHMENT C
DATA MANAGEMENT, SHARING AND COMPLIANCE

1. <u>Background.</u>

   1.1 The Parties are authorized recipients and users of criminal justice information and criminal history records information for authorized criminal justice purposes.

   1.2 The Parties find it to be of mutual benefit to engage in facilitated sharing and exchanging of electronic criminal justice data to provide the most efficient utilization of their resources and services for criminal justice efforts and as authorized by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, ("MGDPA") and the FBI Criminal Justice Information Services Security Policy ("CJIS Security Policy") and all other local, state and federal laws.

   1.3 Agency desires to share its Agency Data with other CJN criminal justice user agencies ("CJN Participating Agency/Agencies") under the conditions set forth in this Attachment and the Agreement for authorized criminal justice purposes.

   1.4 Agency is responsible for the accuracy and completeness of its Agency Data and abiding by the data management requirements as contained herein.

   1.5 CJN agrees to implement, build out and maintain the CJN System capable of allowing CJN Participating Agencies to access Agency Data for authorized purposes under the conditions set forth in this Attachment and the Agreement.

2. <u>Purpose.</u> This Attachment is a supplement to the Agreement. Its purpose is to provide CJN with access to Agency's electronic management system for CJN to implement, build out and maintain the CJN System capable of allowing CJN Participating Agencies to have direct access to Agency Data for authorized criminal justice purposes. Additionally, this Attachment defines the expectations of the Parties regarding data access, management, and retention.

3. <u>Additional Agencies</u>. From time to time, additional criminal justice agencies may wish to contract with CJN, share data, and participate in the benefits of the CJN System. All such agencies will enjoy all the benefits and be bound by all the responsibilities as set for in this Attachment and the services agreements. Agency expressly agrees that all future subscribing criminal justice agencies are included within the meaning of "CJN Participating Agencies."

4. <u>Data Privacy and Security.</u> The Parties agree to enforce and maintain the privacy, security, and access to data in the CJN System pursuant to state and federal law and industry regulations for data collection, maintenance, storage, dissemination, access, usage, release, and sharing, including, but not limited to, the MGDPA, Minn. Stat. §§ 299C, 171 and 28 CFR Parts 20 and 23 (multijurisdictional criminal intelligence systems) and the CJIS Security Policy. Misuse of any data may result in administrative, civil, or criminal action and must be reported to the appropriate authority. In addition, and as an example, the MGDPA requires notification to individuals if there has been an unauthorized acquisition of data maintained by a government entity that compromises the security and classification of the data.

5. <u>Data Access, Generally.</u> Access to the CJN System is only granted to Agency as provided for in the Agreement. In addition to the identity management responsibilities in Section 9 of the Agreement, Agency must, at a minimum: (i) ensure that its Permitted Users do not reveal their access credentials to anyone; (ii) ensure that Permitted Users will not share access credentials; (iii) immediately inform CJN if there is a reason to believe that anyone may have learned of or used any Permitted User's access credentials; (iv) keep CJN updated on all Permitted Users' access rights and regularly review all access rights to ensure current access rights to the CJN System are appropriate and no greater than are required for a Permitted User to perform his/her functions; (v) remove a Permitted User's access rights within the CJN System if there is a change (e.g. termination, reassignment, etc.) in the Permitted User's status or access requirements within three (3) business days of such change; and vi) ensure that Permitted Users do not attempt to, nor assist others, in subverting CJN network security to impair its functionality or to bypass restrictions set by IT administrators or CJN.

6.   Driver and Vehicle Data Access. The following clause applies if Agency subscribes to the eForms, eBriefing or Search applications. The Parties agree that Agency's Permitted Users must comply with the Driver's Privacy Protection Act (DPPA), Minn. Stat. §§ 168.346 and 171.12 when accessing driver and vehicle services (DVS) data through CJN's Bureau of Criminal Apprehension (BCA) portal. Agency is solely responsible and liable for any actions taken by Permitted Users regarding DVS access. Agency must, at a minimum: (i) ensure that access to the DVS system is restricted to Permitted Users who need access to perform their job duties; (ii) train all Permitted Users on the proper use and dissemination of DVS data; (iii) ensure that all Permitted Users with access to the DVS system sign an Individual Access Agreement that is available to CJN upon request; (iv) disable a Permitted User's access within three (3) days of an assignment change or separation from employment; (v) ensure each Permitted User has a unique username and password, which is only available to the Permitted User (no shared usernames/passwords); and (vi) cooperate with CJN regarding any audit of Permitted Users' DVS searches. CJN will maintain a way to verify DVS searches for at least five (5) years from the date of the search and will present the records to DVS upon request, or a longer period if requested by the MN Department of Public Safety or BCA.

7.   Data Sharing. The Parties agree that Agency is responsible for its decision to allow other CJN Participating Agencies or third-parties to access Agency Data through the CJN System. If Agency is a law enforcement agency, it expressly agrees that Minn. Stat. § 13.82, subd. 24 applies, and it agrees to share all Agency Data with all other current and future law enforcement CJN Participating Agencies, unless Agency does one or both of the following: (a) marks specific forms, information or identities as protected through available CJN administrative tools; and/or (b) requests in writing to CJN to limit data sharing in the Records Management System/Search application interface. Upon request, CJN will provide Agency with a list of all CJN Participating Agencies with access to Agency Data. From time-to-time Agency may request in writing specialized business rules to route Agency Data externally through the CJN System. Agency is responsible for compliance with any legal requirements governing the routing of Agency Data using specialized business rules through the CJN System.

8.   Data Retention and Deletion. Agency is responsible for complying with the Official Records Act, Minn. Stat. § 15.17, and the Records Management Act, Minn. Stat. § 138.17, with respect to its Agency Data. CJN is not the records custodian of Agency Data. Any retention of Agency Data by CJN is for Agency's business use while using the CJN System. Within sixty (60) days after expiration or termination of the Agreement, CJN will provide Agency with a copy of Agency Data. Within a reasonable time after providing the Agency Data, CJN will delete and remove all the Agency Data from CJN's servers and data storage facilities.

9.   Data Requests. If Agency receives a request under the MGDPA, or similar law, for another CJN Participating Agency's data, it must refer the requestor to the originating CJN Participating Agency. If Agency receives a court order or subpoena for another CJN Participating Agency's data, it must notify the originating CJN Participating Agency and CJN. Additionally, CJN will notify Agency if it receives a court order, subpoena, or data request for Agency's Data. CJN will direct the requestor to the Agency for the requested Agency Data. In the event CJN must respond to the court order, subpoena, or data request, it will consult with Agency on the data production and Agency must cooperate with CJN in fulfilling the request, and pay all costs associated with producing the data.

10.   Litigation Holds. If Agency determines that CJN maintains relevant information to a notice of claim or other legal action, it must provide Notice to CJN and include the specific CJN information relevant to the notice of claim or other legal action. Within ten (10) business days of the receipt of Agency's Notice, CJN will prepare a copy of all requested information, including available metadata, and provide it to Agency. CJN will not have any further obligation to preserve the relevant information after it provides a copy to Agency.

11.   Data Management. It is the responsibility of Agency to maintain Agency Data within the CJN System in accordance with the MGDPA and all other laws and rules governing the data. Agency must, at a minimum: (i) delete records in compliance with an expungement/seal order and in compliance with the destruction requirements of Minn. Stat. § 299C.11 (destruction of arrest records); (ii) delete Gun Permit application data in accordance with Minn. Stat. §§ 624.714, subd. 14 (permit to carry) and 624.7132, subd. 10 (permit to purchase); (iii) protect the identities of individuals qualifying for protection under Minn. Stat. § 13.82, subd. 17, Minn. Stat. § 13.822 (sexual assault victims), Minn. Stat. § 13.045 (Safe at Home participants) and all other laws protecting the identity of an individual, by utilizing the CJN administrative tools; (iv) clear probable cause pick-ups and hold alerts in the eBriefing application in a timely manner but not to exceed two (2) hours from the time of pick-up; and (v) prohibit the entry of private personnel data in the Employee Comments

section of the Scheduling application and caution Permitted Users that the Employee Comments are viewable by other employees.

12.   Data Accuracy and Verification. Agency acknowledges that other CJN Participating Agencies' data made available to Agency pursuant to this Agreement may not be accurate or complete and may contain not public information, for example active criminal investigative data, protected identities, vulnerable adult/child maltreatment identity data, or deliberative process data. The Agency agrees to make every effort to share only data that is accurate and reliable. It is the responsibility of the Agency when it requests or uses any other CJN Participating Agency's data to confirm its accuracy with the originating CJN Participating Agency that authored the data before taking any action in reliance. CJN does not warrant the accuracy or completeness of any data in the CJN System and cannot and will not provide such verification of its accuracy or completeness.

13.   Data Breach. Agency must notify CJN by emailing CJNsupport@co.dakota.mn.us or calling 651-438-8348 immediately, but not to exceed two (2) business days, after Agency's or a Permitted User's discovery of an actual or suspected Data Security Incident. A "Data Security Incident" is defined herein as the unauthorized or unlawful processing, accessing, viewing, acquiring, or disclosing of any data in the CJN System, including Agency Data, the unauthorized or accidental loss, destruction, damage, alteration of any data in the CJN System, including Agency Data, or the breach or attempted breach of CJN's security measures. The notification must include, at a minimum: (i) the nature of the Data Security Incident; (ii) the types of potentially compromised data; (iii) the duration and expected consequences of the Data Security Incident; and (iv) any mitigation or remediation measures taken or planned by Agency in response to the Data Security Incident. Agency must cooperate with CJN in the investigation, containment, and mitigation of any Data Security Incident as requested and directed by CJN. After learning of a Data Security Incident of the CJN System impacting Agency Data, CJN must notify Agency in a timely manner, not to exceed two (2) business days.

14.   Training. The Parties agree that Agency must provide its Permitted Users with ongoing data privacy and security training and is responsible for its Permitted Users' compliance with this Attachment and the Agreement.

15.   System Administration. CJN representatives, employees, vendors, and consultants will have limited access to Agency Data solely for providing, supporting, and improving the CJN System.

16.   Sanctions. CJN may immediately temporarily suspend Agency's or any Permitted Users' right to access or use any portion or all of the CJN System if Agency or Permitted Users use of the CJN System may: (i) pose a security risk to the CJN System, Dakota County network (if applicable) or a third party; (ii) adversely impact the CJN System, Dakota County network (if applicable), or another CJN Participating Agency's data; (iii) violates the law; or (iv) violates this Attachment or the Agreement. Following the temporary suspension, CJN will provide Agency with prompt Notice as well as the opportunity to correct the occurrence at the sole discretion of CJN.

17.   CJIS Management Control Agreement. As required by the CJIS Security Policy, CJN will maintain a management control agreement ("MCA") with one or more of the CJN member criminal justice agencies, which stipulates that management control of the criminal justice function remains solely with the criminal justice agency. Additionally, the Dakota County Information Technology Department will maintain a MCA with one or more of the CJN member criminal justices agencies during such time as Dakota County hosts criminal justice information ("CJI") on behalf of CJN. CJN will provide Agency with copies of the MCAs upon request.