

**AGREEMENT  
FOR BACKUP MANAGEMENT SERVICES  
FOR THE ANOKA COUNTY JOINT LAW ENFORCEMENT  
CENTRAL RECORDS PROJECT**

**THIS AGREEMENT** is made and entered into between the Anoka County Joint Law Enforcement Council, a joint powers board established pursuant to Minnesota Statutes Chapter 471, hereinafter referred to as the "JLEC," and the City of Coon Rapids, a Minnesota municipal corporation, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, hereinafter referred to as the "City."

**WITNESSETH:**

**WHEREAS**, the County of Anoka and the many and various cities located within the boundaries of Anoka County have previously recognized the need to cooperate in their law enforcement efforts and have created the JLEC through a joint powers agreement pursuant to Minn. Stat. § 471.59; and

**WHEREAS**, the members of the JLEC have determined that there is a need to store and gain access to law enforcement data, to communicate among law enforcement agencies, and to improve the speed and accuracy with which law enforcement information is shared with a requesting jurisdiction; and

**WHEREAS**, the members of the JLEC previously entered into a Joint Powers Agreement for the purpose of acquiring computer hardware and software for an integrated central records communication system to address the foregoing need; and

**WHEREAS**, the JLEC has contracted with the City of Columbia Heights for the purpose of providing a manager for its central records system to manage and develop usable applications for the use of the JLEC in conjunction with the foregoing communications system; and

**WHEREAS**, the City of Columbia Heights and the JLEC need backup services from time to time for the management of the system; and

**WHEREAS**, the City of Coon Rapids is agreeable to rendering such additional services on terms and conditions hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and the aforementioned statutes, it is agreed and understood as follows:

**I. TERM**

This Agreement shall commence on the first day of July, 2013, and shall continue until it is terminated in accord with the provisions of Section VII.

## **II. SERVICES**

A. The City shall provide the services of a manager to manage and develop usable applications of the JLEC central records project. The duties of the manager shall include generally those described in Schedule A, attached and incorporated hereto, as shall be updated and amended from time to time.

B. The City agrees that these management services will be provided by a Police Information Support Specialist of the Coon Rapids Police Department, and any other City of Coon Rapids employee as deemed necessary by the Coon Rapids Police Department Police Chief. If appropriate staff becomes unavailable, the JLEC reserves the right to approve their replacements for the purposes of staffing this contract. If acceptable replacements cannot be found, this contract will be terminated pursuant to Section VII.

C. The City acknowledges that management services may occur on nights, weekends, and holidays, and may be on short notice in the event of an emergency.

## **III. COMPENSATION**

The JLEC shall reimburse the City annually for the cost of the salary and benefits of the manager for the hours spent by the manager on the duties described in this Agreement up to the contract maximum of \$5,000.00 for the remaining six months of 2013 with the costs for 2014 and any subsequent years to be determined.

## **IV. STRICT ACCOUNTABILITY, AUDIT AND RETENTION OF RECORDS**

A. A strict accounting shall be made of all funds, and reports of all receipts and disbursements shall be made upon request by either party.

B. The City agrees to make available to duly authorized representatives of the JLEC and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the City that are pertinent to the City's provision of services hereunder. The City further agrees to maintain all such required records for six (6) years after receipt of final payment and the closing of all other related matters.

## **V. AFFIRMATIVE ACTION**

In accordance with Anoka County Affirmative Action Policy and the County Commissioners' policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

## **VI. INDEMNIFICATION**

The City agrees to indemnify and hold harmless the JLEC from any claims, losses, costs, expenses, damages, injuries, or sickness resulting from the negligent acts or omissions of

the Police Information Support Specialist, or other City employee as designated, for activities conducted under this Agreement.

## **VII. TERMINATION**

This Agreement may be terminated by either party at any time without cause upon thirty (30) days written notice delivered by mail or in person to the other party. Notices delivered by mail shall be deemed to be received two (2) days after mailing. Such termination shall not be effective with respect to services prior to such notice of termination.

## **VIII. NOTICE**

For purposes of delivering any notices hereunder, notices shall be effective if delivered to the JLEC in care of the Anoka County Attorney, Anoka County Government Center, 2100 Third Avenue, STE 720, Anoka, Minnesota 55303, on behalf of the JLEC, and to the City Manager of the City of Coon Rapids, 11155 Robinson Drive, Coon Rapids, Minnesota 55433, on behalf of the City.

## **IX. ANNUAL REVIEW AND MODIFICATION OF SCHEDULE A**

This Agreement shall be reviewed on an annual basis by the City and the JLEC with ratification at the first JLEC meeting of each calendar year. Schedule A may be updated and changes approved at the Annual Review as necessary. Changes to Schedule A will be documented first in the minutes of the JLEC meeting, and will be thereafter appended to the written Schedule A attached to this Agreement.

## **X. ENTIRE AGREEMENT**

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the JLEC and City relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

**JOINT LAW ENFORCEMENT COUNCIL**

**CITY OF COON RAPIDS**

By: \_\_\_\_\_  
Anthony C. Palumbo, Chair  
Joint Law Enforcement Council

By: \_\_\_\_\_  
Tim Howe  
Mayor

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Steve Gatlin  
City Manager

Dated: \_\_\_\_\_

**Schedule A**  
**Duties of Backup Records Manager**

1. Participate in central records management efforts between participating law enforcement agencies;
2. Provide day-to-day management of the application when requested by the City of Columbia Heights on a backup basis, i.e., establish user accounts, passwords, access lists, code tables, and manage security of the network;
3. Prepare batching data to provide to the State of Minnesota for MNCIS when requested by the City of Columbia Heights on a backup basis;
4. Assist with management and development of current applications used by the member agencies of the JLEC as requested by the City of Columbia Heights, including: RMS Laser fiche; Ticketwriter; email notification to Corrections; electronic discovery records production to the County Attorney and City Attorneys; the Mobile Data Network; and other current applications not listed;
5. Complete Criminal Justice data reporting on a monthly basis as required by the State of Minnesota (lbase) as requested by the City of Columbia Heights on a backup basis;
6. Participate in meetings on an as-needed basis with lead records technicians from the member agencies of the JLEC to identify application needs and develop, research, and explore additional applications as those needs are identified;
7. Coordinate and provide training to local system administrators on hardware and records application issues as requested by the City of Columbia Heights on a backup basis;
8. Provide "help desk" service to law enforcement members of the JLEC as requested by the City of Columbia Heights on a backup basis;
9. Maintain accurate records of support time provided to each individual agency;
10. Assist in disaster recovery efforts as needed;
11. Periodically meet with information technology representatives and operations managers from the member agencies to discuss current issues; and
12. Provide such other central records management services as requested by the JLEC.