

INTERAGENCY AGREEMENT
CITY OF RAMSEY POLICE DEPARTMENT AND LOGIS
AGREEMENT FOR NETWORK AND COMPUTER MANAGEMENT AND SUPPORT

THIS INTERAGENCY AGREEMENT (“Agreement”) is entered into this 9th day of June, 2015, by and between Local Government Information Systems, a Minnesota joint powers organization (“LOGIS”), and the City of Ramsey, a Municipal corporation (“CITY”). (LOGIS and the CITY are collectively hereinafter referred to as the “Parties.”)

WITNESSITH

WHEREAS, The CITY’s police department (RAMSEYPD) is a criminal justice agency, recognized by the Federal Bureau of Investigations (FBI) and the Minnesota Bureau of Criminal Apprehension (BCA) and is subject to security requirements outlined by each of these organizations.

WHEREAS, LOGIS has experience in these security requirements and provides computer and network management and support to its members.

WHEREAS, The CITY is a member of LOGIS and can take advantage of the services LOGIS provides.

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings herein contained, the parties agree as follows:

1. **Purpose**. The purpose of this Agreement is to establish the terms and conditions under which LOGIS will provide services and support to the RAMSEYPD related to their applications, computers, local network, and wide area networks.
2. **Agreement Term**. The term of this agreement shall be from June 9th, 2015 until such time as either party desires to end the Agreement in accordance with the termination provisions set forth in this agreement, the dates of signature of the Parties notwithstanding.
3. **Cooperation**. It is agreed that the Parties shall provide all reasonable and necessary cooperation and assistance so as to facilitate the terms of this Agreement.

4. Basic Services.

i. LOGIS Agrees:

1. To provide computer services and support upon request to the RAMSEYPD related to their applications, computers, local network, and wide area networks.
2. To limit access to RAMSEYPD equipment, network and facilities to only LOGIS staff supporting RAMSEYPD.
3. That all LOGIS staff that have access to RAMSEYPD equipment, network, and facilities:
 - a. Abide by all applicable local, state, and federal laws, rules and regulations as well as the FBI CJIS Security Policy, FBI CJIS systems requirements and other rules and regulations regarding the use or access.
 - b. Abide by the LOGIS Member Security Policy and LOGIS Security policy.
 - c. Have been properly background checked and finger printed in accordance with BCA and FBI policies.
 - d. Take the yearly BCA on-line Security Awareness Training
 - e. Receive training on the FBI CJIS Security Policy and future version updates and Addendums.
 - f. Will sign the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum and this addendum will be maintained at LOGIS and provided to RAMSEYPD upon request.

ii. **CITY Agrees:**

1. To utilize LOGIS staff when needed to manage the computers, servers, local area network, wide area network, network security.
 2. Provide access for LOGIS to complete requests outlined by RAMSEYPD.
 3. Delegate to the CITY's technology staff the direct coordination, guidance, and direction of LOGIS staff in the support and management of the RAMSEYPD computers, servers, local area network, wide area network, and network security.
5. **Costs.** LOGIS shall provide these services and support to RAMSEYPD and shall charge the CITY based on the current budget year LOGIS Network Services hourly labor rate. This rate is provided to RAMSEYPD each year as part of the LOGIS budget document. Support directly related to the use and access of LOGIS applications will not be charged to the CITY.
6. **Liability Limitation.** Each party is liable to the other only to the extent the negligent actions or inactions of one cause direct out-of-pocket cost to the other. No party is responsible for lost services, lost revenues, lost profits, indirect, consequential or special damages or attorneys' fees incurred by another.
7. **Indemnity and Duty to Defend.** The Parties agree to indemnify and hold each other harmless from any and all liability on account of injury to third parties or damage to third party property occasioned by the negligent actions or inactions of another. The party seeking to be indemnified and defended shall provide timely notice to the others when the claim is brought. The party undertaking the defense shall retain all rights and defenses available to the party indemnified and no immunities are hereby waived that are otherwise available to the other parties. Nothing in this paragraph shall be deemed a waiver by either party of the

limitations on liability set forth in Minnesota Statutes, Chapter 466 and the CITY's indemnity is limited to the amount of available insurance coverage

8. **Insurance.** Each party represents that it carries the insurance coverage necessary for municipal, county, or joint powers organizations under Minnesota law and has and will maintain coverage for I-Net operations. No party waives its immunities under Chapter 466.
9. **Termination.** Either party may terminate this agreement upon providing thirty (30) days written notice.
10. **Dispute Resolution.** If the parties cannot agree on any matter arising out of this Agreement, after a reasonable period of good faith negotiations, they agree to engage a qualified third party to mediate the disagreement, and share the costs of the mediator on an equal basis. The parties will work in good faith with the mediator to find an acceptable solution and must reduce any settlement agreement to writing. Any such agreement must be incorporated into and made a part of this Agreement. If a mediated agreement cannot be reached, each party has available to it all rights in law or equity.
11. **Notices.** Whenever any party desires to give notice unto the other party, notice may be sent to:

LOGIS:

Attn: Executive Director
LOGIS
5750 Duluth Street
Ramsey, MN. 55443

CITY:

Attn: Police Chief
City of Ramsey Police Department
7550 Sunwood Dr NW
Ramsey, MN 55303

IN WITNESS WHEREOF, the duly authorized officers of the undersigned have executed this Agreement on behalf of the parties hereto.

City of Ramsey

By: _____

Its: Mayor

By: _____

Its: Clerk

Local Government Information Systems

By: _____

Its: _____