

**STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY
AND
CITY OF MINNEAPOLIS
CITY OF MINNEAPOLIS RED LIGHT PROGRAM
DATA ACCESS AGREEMENT**

According to Minnesota Statute § 471.59, Subd. 10 and US Code Title 18, Section 2721, Item 1 the State of Minnesota, acting through its Commissioner of Public Safety, Driver and Vehicle Services Division (hereinafter "State"), and the City of Minneapolis, Police Department (hereinafter "City") enter into this Joint Powers Agreement for law enforcement purposes.

1. By signing this Agreement the City agrees to comply with all terms and conditions stated below for gaining access to and using the State's data for the City of Minneapolis' Red Light Camera Program (hereinafter "Program") for the purposes of enforcing traffic violations.
2. For purposes of this Program, the State will provide limited and necessary access to data from the State's Motor Vehicle Record system to the City's contract vendor (Redflex Traffic Systems, hereinafter "Vendor"), in order for the Vendor to process traffic violations observed through the Program. The City will provide initial inquiry data to its Vendor who will in turn make inquiries against the State's Motor Vehicle Record system receiving pertinent Program information outlined in Exhibit A, which is attached and incorporated into this Agreement.
3. Method of data transfers will be via secure ftp (file transfer protocol) site provided by the State through the Minnesota Department of Administration – Inter technologies Group (Intertech) to the Vendor.
4. The City agrees to pay the State all actual costs associated with providing the Vendor requested data. Set up cost, as outlined below, will be billed by the State to the City within 30 days of the services provided. On-going costs will depend on the number of input records the Vendor sends per day/week -- 200,000 would cost approximately \$25.00. On-going costs will vary and are dependent on volume, frequency, and the current rate schedule set up by Intertech. On-going costs for computer run time will be processed using an Intertech charge number and billed by Intertech to the City. The City is responsible for completing the Request for Charge Number Form (IN-00002-15 (3/2005) and maintaining this account with Intertech in order to received the requested data without interruption in service.

Initial cost estimate for programming and set up:

Project Management: .5 hours \$35.00

System Analysis: 2 hours \$140.00

Programming: 6 hours \$390.00

Computer time: .5 hours \$360.00

Total: \$925.00

Payment to the State for set up costs must be received within 30 days of received of invoice for services provided.

5. Each Vendor employee working on this Program for the City and/or its acting agent will be required to sign an agreement in the form attached hereto as Exhibit B regarding usage and dissemination of the State's data. This form will be maintained either by the City or its acting agent, kept with the employees' employment records, and a copy submitted to the State's Authorized Representative for this agreement and/or designee upon written request.
6. Once this Agreement is fully executed a user name and password will be assigned and activated by the State for the City's Vendor's employees and/or agents. The City's Authorized Representative for this Agreement will be responsible for notifying the State immediately if a City's Vendor' employee(s) and/or agent(s) leaves the

employment of the City or Vendor, or is no longer involved in this Program so that the State may cancel the employee's and/or agent's access code.

7. The City, Vendor, and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the City or the Vendor in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by either the City, Vendor, or the State.
8. In the event the City or Vendor receives a request to release the data referred to in this clause, the Vendor must notify the City immediately, and the City must immediately notify the State. The State will give the City instructions concerning the release of the data to the requesting party before the data is released. The Vendor will not release data to a requesting party without the written approval of the City or court order.
9. The City understands that improper use or release of the data by the City or the Vendor will result in loss of data access, possible civil penalties under both state and federal laws, and will pay all costs associated with notification of individuals regarding improperly released information as determined by the State.
10. Only data pertaining to this Program will be made accessible by the State to the City and City's employees or agent and to the Vendor or the Vendor's employees working on this Program and who have signed an Employee Data Access Agreement between the City and the Vendor. A sample of an Employee Data Access Agreement for this purpose is attached to this Agreement as Exhibit B.
11. This Agreement is effective on May 30, 2005, or the date the State obtains all required signatures under Minnesota Statute Section 16C.05, subdivision 2, whichever is later; and will remain in effect until May 29, 2007, or until all obligations have been satisfactorily fulfilled or the Agreement has been canceled, whichever occurs first.
12. The following clauses survive the expiration or cancellation of this Agreement: 7 Government Data Practices; 16. Liability; 18. Governing Law, and Jurisdiction, and Venue.
13. State's Authorized Representative is Rita Wurm, Operations Support Program Manager, 651-296-2934, or his/her successor. The City's Authorized Representative is Lieutenant Gregory Reinhardt, 612-673-3587. If the City's Authorized Representative changes at any time during this Agreement, the City must immediately notify the State.
14. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
15. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
16. The City shall indemnify, save and hold the State, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the State, arising from the performance of this Agreement by the City or City's employees, agents, subcontractors or Vendor. This clause shall not be construed to bar any legal remedies the City may have for the State's failure to fulfill its obligations pursuant to this Agreement. The City's liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Section 466.01 – 466.15 and other applicable law.
17. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
18. Governing Law, Jurisdiction, and Venue: Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

- 19. The State has the right to request and performs audits at any time during this Agreement. Audits are conducted at the expense of the City. The books, records, documents, and accounting procedures and practices of the City and its employees, agents, subcontractors or Vendor relevant to this Agreement shall be made available and subject to examination by the State, including the contracting State/Division, Legislative Auditor, and State Auditor for a minimum period of six years from the end of this Agreement.
- 20. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Improper use or release data information by any employee acting on behalf of the City, its agents, subcontractors or Vendor may result in immediate termination of this Agreement. In the case of employee abuse, the State may also require that the City or the Vendor reassign the employee so that the employee no longer works with or has access to the State's data.

1. City:

The City certifies that the appropriate person(s) have executed the Agreement on behalf of the City as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

2. Minnesota Department of Public Safety:

By: _____
(with delegated authority)

Title: _____

Date: _____

3. Minnesota Department of Administration:

By: _____

Title: _____
(with delegated authority)

Date: _____