

**LAW ENFORCEMENT DEPARTMENT OF
CITY OF BREEZY POINT AND THE COUNTY OF CROW WING**

JOINT POWERS AGREEMENT

Records Management System (RMS) System

Computer Aided Dispatching (CAD) System

Mobile System

This Joint Powers Agreement (JPA) is between the Crow Wing County Sheriff's Office (County) and the Breezy Point Police Department (City).

Recitals

Pursuant to Minnesota State Statute 471.59, subd.10, this JPA outlines the understanding between the County and City (two or more local governments exercising power common to the contracting parties) to provision of CAD Computer Aided Dispatching Services, RMS Records Management Systems, Mobile Systems and related services between the parties to this agreement.

Agreement

NOW THEREFORE, County and City pursuant to the authority granted by Minnesota Statutes in order to accomplish the foregoing purposes, agree as follows:

1. Term of Agreement

- 1.1 Effective date: August 1, 2026, or the date all required signatures under Minnesota State Statute, Section 16C.05, subd. 2 are obtained, whichever is later.
- 1.2 Expiration date: This Agreement supersedes all prior agreements and will continue for an initial term of Ten (10) years from the Go Live Date (date of County cutover to live operations of the 365 software). At the end of the initial term, this agreement will automatically renew for additional twelve (12) month renewal terms (each a Renewal Term). Either party may give the other party written notice of non-renewal of this agreement at least ninety (90) days prior to the expiration of the then-current initial term or renewal term. Such non-renewal shall not be deemed a termination hereunder. .

2. Agreement Between Parties

- 2.1 The County will provide the following services to the City.

- (a) A shared Computer Aided Dispatching and Mobile application (CAD/Mobile), ICR Records Management System (RMS) and Mobile Message Switch and frame relay connections for cellular digital packet data;
- (b) All technical support for servers, equipment and frame relays at the records storage/message switch site (located at the Crow Wing County IT Department), and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;
- (c) Initial training to City regarding CAD/Mobile, RMS and JMS applications;
- (d) Maintenance and repairs of server components and hardware/software at the Crow Wing County site, and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;

2.2 The City will:

- (a) provide for its respective department all required hardware, software, and equipment necessary for the City to connect to the County's CAD/Mobile, RMS and JMS applications. It is understood that the CAD/Mobile requires that the City mobiles be equipped with Global Positioning Systems (GPS) capabilities in order to be connected to County's CAD/Mobile application;
- (b) provide training to City staff regarding use of CAD/Mobile, RMS and JMS applications and requirements of City staff as set forth in this agreement;
- (c) provide all required computers located at their police department and in their squad cars;
- (d) ensure that all computers used to access the system are consistently maintained in good working order, while adhering to all hardware/software standards set by the vendor;
- (e) and abide by all BCA/FBI policies tied to Mobile Device management for all devices that will be given access to the RMS, CAD/Mobile system data.

2.3 The City agrees:

- (a) that all technical support maintenance agreements for all required computers located at their police department and in their squad cars are the responsibility of the City.

2.4 The parties agree that:

- (a) All Data entered into the system by the City shall remain City data; County does not obtain any ownership interest in the City data except to the extent that County is obligated to keep this data intact and the system secure and to regularly backup the data for redundancy and disaster recovery purposes. As between the City and County the data is and shall remain the sole and exclusive property of the City. The City ensures the data submitted by the City for addresses and parcels are accurately reflected and, upon the City's

actual knowledge of any incorrect submission, will amend any incorrect addresses by following appropriate process with County.

- (b) County and City will have access to data entered into the system as may be needed and as otherwise provided. County and City will be responsible for training staff to verify existing data, previously entered into the system, is accurate. A party who entered the data will not be responsible if the previously entered information is inaccurate or has changed since date of entry.
- (c) Upon entering into this agreement, information and data currently owned and managed by each party may be provided to the County's vendor to be converted to the extent that said information and data can be entered into a new RMS system.

3. Payment

Beginning in 2026, the City will be billed by the County for the use of CAD, RMS, and Mobile Systems in the manner outlined below. Said user fee will be used to offset maintenance fees associated with continued operation of the County's current CAD, RMS, Mobile system, as well as the roll out of the new 365 Labs system.

User Fees:

The City will bear all costs related to the installation of new licenses including but not limited to the cost of any ancillary equipment and/or software needed to support those licenses. Such costs will be determined based on actual pricing at time of request.

Annual maintenance fees -

- 3.1 For 2026 the city will pay an annual fee as provided in the 365 Lab Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit A. This will be due upon the execution of this agreement.
- 3.2 For the years 2027 through 2037 the City will continue to pay an annual fee as provided in the 365 Labs Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit B. It is understood by both the City and County that as of the date of this agreement the costs associated with the 2027–2037-time frame is a work in progress and not finalized. A future document/cost analysis sheet will be executed by the City and county when actual roll out of 365 Labs is completed. Both County and City agree to mutually cooperate in this process.
- 3.3 Costs associated with requests by City for additional licensing will be billed at current rates as they are made.
- 3.4 Payments due in each subsequent year will be invoiced by the County no later than April 1st of each year and are due thirty days from receipt.

3.5 The parties agree and understand that reasonable expenses to upgrade and manage the County's CAD/Mobile, RMS, and JMS applications will be reflected in user fees. To that end, user fees may need to be adjusted. It is understood that any changes in the fees will be communicated by May 1st for the following calendar year in order to allow the City the opportunity to address the increases in their budgets for the coming year. Future increases will be determined by increasing the cost to the City by the same percentage (%) increase as assessed by 365 Labs to the County.

4. Authorized Representatives; Notices

4.1 The City's Authorized Representative is its Police Chief or his/her successor.

4.2 The County's Authorized Representative shall be its Sheriff or his/her successor.

4.3 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and hand delivered, sent by registered or certified mail, return-receipt requested, postage prepaid, by email with "read-receipt" enabled, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party. As of the Effective Date, the Parties' representatives for notification for all purposes are:

(a) County:

Attention: Eric Klang

Or emailed: Eric.Klang@crowwing.gov

(b) City:

Attention: Brian Sandell

Or emailed: brian@cityofbreezypointmn.us

(c) The parties shall give notice to one another in the event they desire to change its representative as under this Section 4.3.

5. Assignment, Amendments, Waiver and Contract Complete

5.1 Assignment. Neither the City nor the County may assign or transfer any rights or obligations under this Agreement without the prior written consent of all parties hereto. Any approved assignment must be set forth in a fully executed Assignment Agreement attached to this Agreement approved by the same parties who executed

and approved this Agreement. Should any party not consent to an assignment that party may terminate its involvement with this Agreement.

5.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by each party's Authorized Representative.

5.3 Waiver. If any party fails to enforce any provision of this Agreement that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement, plus attachment A and B contain the entire agreement by and between City and County and supersedes all oral agreements and negotiations of the parties relating as well as any previous contracts/agreements presently in effect between the parties relating to the subject matter hereof. Duly adopted amendments to this Agreement, will be written, signed by the parties, and attached to each copy of the original Agreement.

6. Liability

Each party to this Agreement will indemnify, save and hold harmless the other parties, their agents and employees from any claims or causes of action, including attorney's fees incurred by the other party, arising out of the performance of this Agreement by the party, its agents or employees. This clause shall not be construed to bar any legal remedies each party may have for the other party's failure to fulfill its obligations under this Agreement. This clause shall not be construed to limit or waive any defenses one party may have against another. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subdivision 1a(b) as amended; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party.

7. Government Data Practices

The County and City must comply with the Minnesota government Data Practices Act, Minnesota State Statute Chapter 13, as it applies to all data provided to the City and submitted to the County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the County and the City under the Agreement. The civil remedies of Minnesota State Statute 13.08 apply to the release of the data referred to in this clause by either the County or the City.

It is mutually agreed that both the County and City will endeavor to refer all requests for the release of any information and/or data to the originator of said information or data. All

information and data provided by the City may be used by the Con for statistical purposes and/or reporting. The statistics and reports may be shared with other law enforcement departments as allowed by law. The original information and data may be shared by the originating department with other law enforcement agencies to assist in active investigations.

8. Breaches

All parties to this agreement agree they will not knowingly or negligently allow its employees, agents or independent contractors to copy, sell, disclose or otherwise make the law enforcement data available to anyone who is not authorized to have access to such data. Each party agrees to notify the other within a reasonable time in writing if it becomes aware of any unauthorized data access by its employees, agents or independent contractors. The parties hereto further agree to guard against unauthorized disclosure by its own employees, agents or independent contractors by taking appropriate security measures including, but not limited to, providing physical security measures and taking all steps necessary to protect information, data or other tangible or intangible property of its own that the parties regard as confidential or nonpublic. All parties agree to comply with all U.S. Department of Justice CJIS Security Policies and the Minnesota Bureau of Criminal Apprehension CJDN Rules.

9. Venue

Venue for any and all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Crow Wing County, Minnesota unless and until a change of venue is ordered by Crow Wing County District Court.

10. Termination

10.1 City acknowledges that County is providing up front funding/resource allocation for the implementation of the 365 Labs System Project, including prepaying for a portion of the original term in order to keep ongoing costs down for the parties. City further acknowledges that County has entered into a long-term contract with 365 Labs which commits County to financial exposure for the entire initial term of the contract with 365 Labs and any renewal terms thereafter. In recognition of this, City agrees to be bound by the initial term of this agreement, and any renewal terms thereof, without the ability to terminate the same except as provided in Section 10.2 of this Agreement.

10.2 Termination for Cause. Either party will have the right to terminate this agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all

of its normal business affairs.

- 10.3 County will have the right to terminate or suspend this agreement upon the termination or suspension of the agreement with 365 Labs for whatever reason. In the event of such termination or suspension of County's agreement with 365 labs, County shall provide immediate notice to City of its action.
- 10.4 Upon termination or suspension of this agreement City will no longer have any right to access or use of County's CAD, RMS, Mobile System or any and all other services associated with this agreement for purposes of adding new data post-termination. City retains the right to access County's CAD, RMS, Mobile System data input pre-termination, for a period of 365 days post termination.
- 10.5 Termination of this agreement by a City in no way requires the County to extract City data or joined data upon separation. City understands that all data and information entered under this Agreement into CAD, RMS, and Mobile systems are joined; commingled and combined information in the County's system and it may be difficult or impossible to extract or separate said data in the future. Upon written request of the City at termination or expiration and where reasonably practicable, the County shall provide City with a copy of City's data, in a format reasonably usable by City. Except for termination for cause as a result of County's uncured, material breach of this Agreement, City accepts any and all costs directly associated with termination initiated by the City and the reasonable, documented costs associated with extracting information or data requested by City, provided that City shall not be responsible for any costs that would have been incurred by the County or other parties absent City's termination, or for any increase in shared costs allocated to the remaining parties as a result of City's termination.

11. Miscellaneous

- 11.1 The City acknowledges that once 365 Labs goes live the County is locked into all user licenses and services as of the Go Live Date and unable to reduce the same. Consequently, the City agrees that it is committed to the number of Licenses/Services it has selected as of the Go Live Date for the entirety of the original term, and all renewal terms, of this agreement. The City will be allowed to increase the number of licenses or services (at the current 365 Labs rate) but it is not allowed to decrease the same.

Certification

Individuals certify that they have authorization to approve the JPA and funding as outlined. It is further agreed that this agreement shall stay in full force and effect, subject to the terms and conditions outlined above, until the City and County mutually agree to amend or revise said agreement in writing.

City of Breezy Point and Breezy Point Police Department/Authorized Representatives:

Date

Date

Crow Wing County and Crow Wing County Sheriff's Office/Authorized Representatives:

Date

Date

Exhibit A

Breezy Point PD

Estimated expense tied to 365Labs SaaS

Updated June 2026

*This is an **estimate only** based on our current understanding of agency needs*

Annual SaaS	2026	\$24,235
	2027	\$24,235
	2028	\$24,235
	2029	\$24,962
	2030	\$25,711

The above projection assumes -

No change in reported staffing

No change in requested features

3% annual increase beginning in 2029

incurred annually and should be anticipated.

Power BI (2 Licenses)

Reported staffing	7 Licensed Staff
	7 Mobiles
	8 Total Staff

Exhibit B

365 Lab Cost Analysis

Annual Saas expense

Estimated

as of July 1, 2026

CAD

365 CAD
365 CAD Mobile
GISMO CAD Mobile
(handheld)

Type	Qty	Cost	Breezy	
			Qty	Total
Seat	3	\$12,000	-	-
User	164	\$350	7	2,450
User	164	\$180	7	1,260

NCIC

NCIC for MDT/PC
NCIC State Switch
CJIS Control

User	164	\$120	7	840
Site	1	\$9,000	-	-
Site	1	\$12,000	-	-

eCitation

eCitation Laptop/Mobile
Citation Control - Main
Citation Control - Addtl
eCitation Interface to State -
Main
eCitation Interface to State -
Addtl

User	164	\$495	7	3,465
Agency	1	\$6,000	-	-
Agency	9	\$1,980	1	1,980
Agency	1	\$8,000	-	-
Agency	9	\$2,400	1	2,400

AVL & Fleet Mgmt

Fleet Mgmt - Main
Fleet Mgmt - Addtl
GIZMO Fleet - Mobile App
3rd Party AVL Connect
3rd Party AVL

Agency	1	\$4,800	-	-
Agency	9	\$1,584	1	1,584
Agency	10	\$0	-	0
Device	122	\$120	7	840
Agency	10	\$3,000	1	3000

Crash Reporting

Add-on to RMS Main
Add-on to RMS Addtl
State Crash Interface - Main
State Crash Interface - Addtl

Agency	1	\$12,000	-	-
Agency	9	\$2,800	1	2,800
Agency	1	\$6,000	-	-
Agency	9	\$1,200	1	1,200

RMS

RMS Incident/Field
Reporting,Arrests
Personnel
Records Room&NIBRS Main
Records Room&NIBRS Addtl
Investigate
(CM&Investigations) Main
Investigate
(CS&Investigations) Addtl

User	186	\$650	8	5,200
User	269	\$120	8	960
Agency	1	\$9,000	-	-
Agency	9	\$3,600	1	3600
Agency	1	\$9,000	-	-
Agency	9	\$3,600	1	3600

Forms App

Agency	3	\$24,000		
Agency	1	\$10,000	-	-
Agency	9	\$3,000	1	3,000

RMS Interface - Electronic IBR
Transmission to the state -
Main

RMS Interface - Electronic IBR
Transmission to the state -
Addtl

Civil

Civil

Agency	1	\$36,000	-	-
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Evidence Control

Evidence Control - Main

Evidence Control - Addtl

Agency	1	\$8,000	-	-
Agency	9	\$2,640	1	2,640
Agency	10	\$0	-	0

GIZMO Mobile App (Included)

JMS

JMS Tier 1 Facility

Sentry (Mobile JMS App)

Interface - LiveScan

Interface- MN S3

Interface - VINE

Mugshot

Interface - MRAP

Site	1	\$78,000	-	-
Agency	1	\$18,000	-	-
Agency	1	\$4,800	-	-
Agency	1	\$6,000	-	-
Agency	1	\$6,000	-	-
Agency	1	\$6,000	-	-
Agency	1	\$6,000		

Analysis & BI

Analysis, Stats & BI - Main

Analysis, Stats & BI - Addtl

Agency	1	\$9,000	-	-
Agency	3	\$2,970	-	2,970

Citizens Portal

Core -Main

Core - Addtl

Business Checks - Main

Business Checks - Addtl

Residential Checks - Main

Residential Checks - Addtl

Agency	1	\$4,800	-	-
Agency	9	\$1,440	1	1,440
Agency	1	\$1,000	-	-
Agency	9	\$300	1	300
Agency	1	\$1,000	-	-
Agency	9	\$300	1	300

Administration**Prosecutor**

RMS Prosecutor - Main

RMS Prosecutor - Addtl

Agency	1	\$8,000		
Agency	9	\$2,640	1	2,640

Public Safety Cloud

Cloud Computer Storage -
AZURE GovCloud w/backups

Site	1	\$36,000	-	-
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Total

48,469

Less 50% (First in state shared)

24,235

Final Total

24,235