



CITY OF MINNETRISTA

REQUEST FOR CITY COUNCIL ACTION/DISCUSSION

Subject: Item # Consent Agenda Item: Amendment to Data Storage Server Sharing and Governance Agreement

Prepared By: **Craig Squires, Director of Public Safety**

Meeting Date: **November 17th 2025**

Background:

On November 17, 2023, the City of Minnetrista signed a Data Storage Server Sharing and Governance Agreement with the Cities of Champlin, Corcoran, Dayton, Deephaven, Medina, Minnetrista, Osseo, Rodgers and Wayzata, along with the South Lake Minnetonka Police Department, the West Hennepin Public Safety Department, the Three Rivers Park District on behalf of its Public Safety Department, and the University of Minnesota Department on behalf of its Public Safety.

The purpose of this agreement is to provide shared storage of Records Management System (RMS) data to facilitate data sharing and storage among participating agencies. Costs associated with this data storage are shared among the members of the agreement.

Attached to this staff report is the original agreement and the amendment agreement. The signature page for the amendment agreement will arrive electronically.

Discussion:

Hennepin County has requested to join the Agreement as a new member. The proposed amendment adds Hennepin County as a participating entity. It also amends the authorized representative and some party agents. The amendment has been reviewed by the Minnetrista City Attorney.

Recommendation:

Staff recommends that the City Council approve the Amendment to the Data Storage Server Sharing and Governance Agreement to include Hennepin County as a participating member.

Recommended City Council Action: Motion to approve Data Storage Amendment

Does Recommended Action meet City Mission Statement? Yes No
Does Recommended Action meet City Goals/Priorities? Yes No

Mission Statement:

The City of Minnetrista will deliver quality services in a cost effective and innovative manner and provide opportunities for a high quality of life while protecting natural resources and maintaining a rural character.

DATA STORAGE SERVER SHARING AND GOVERNANCE AGREEMENT

This Data Storage Server Sharing and Governance Agreement (this "Agreement") is made this 9th day of November, 2023, and is by and among the following parties:

- A. Cities of Champlin, Corcoran, Dayton, Deephaven, Medina, Minnetrista, Osseo, Rogers, and Wayzata, each a Minnesota municipal corporation, on behalf of their respective Police/Public Safety Departments; and
- B. South Lake Minnetonka Police Department, and West Hennepin Public Safety Department, each a joint powers entity organized pursuant to Minnesota Statutes Section 417.59; and
- C. Three Rivers Park District, a local government unit organized pursuant to Minnesota Statutes Section 383B.703, on behalf of its Department of Public Safety; and
- D. The Regents of the University of Minnesota, a Minnesota constitutional corporation, on behalf of its Department of Public Safety.

The above-named parties may be collectively referred to herein as the "Parties" or each a "Party". This Agreement shall be effective as of the date listed above.

RECITALS

WHEREAS, each of the Parties provides law enforcement services to certain (or multiple) public entity(ies) in the State of Minnesota; and

WHEREAS, under individual licenses to the same data storage system, each party utilizes a records management system (an "RMS") to process, organize, and refer to storage law enforcement data related to the provision of those services (such data is the "Party Data"); and

WHEREAS, each Party currently engages a third-party contractor to store Party Data created and/or managed by each Party's RMS; and

WHEREAS, prior to 2012, several Parties created a joint powers entity known as the Lake Minnetonka Area Consortium ("LMAC") to facilitate data sharing and storage among those Parties for investigative purposes; and

WHEREAS, starting in 2012, one-by-one, other agencies joined the LMAC, for the same purpose; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly or cooperatively exercise any power common to the contracting governmental units; and

WHEREAS, the Parties desire to collaborate to establish and implement a shared local data storage site to house existing and future Party Data created by each Party's RMS; and

WHEREAS, the Parties further desire to collaborate in securing and funding professional services necessary to design, develop, and implement the migration of Party Data from a third-party storage location to the newly-established local storage site; and

WHEREAS, all Parties agree that sharing the costs of establishing and implementing this local storage site, as well as the costs of migration of the data allows for significant costs savings for all involved Parties; and

WHEREAS, all Parties therefore agree to share in the costs of establishing the data storage site and migrating Party Data thereto, as outlined in the terms of this Agreement.

NOW THEREFORE, the Parties agree as follows:

TERMS

- 1) **PURPOSE:** The purpose of this Agreement is to cooperatively coordinate efforts and share costs to develop and implement a local, legally compliant data storage location and to engage services to migrate stored Party Data to that location, and thereafter maintain currently-existing and later-created data in compliance with all FBI and CJIS security requirements.
- 2) **AUTHORIZED REPRESENTATIVE:** The Parties nominate and empower the following authorized representative for purposes of managing contractor work:

Brian Tholen, Chief of Police (the "Authorized Representative")
South Lake Minnetonka Police Department
24150 Smithtown Road
Shorewood, Minnesota 55331

The Authorized Representative shall serve in the role unless and until a different authorized representative is appointed by the Governing Board, as defined in Section 3.

The Authorized Representative shall be empowered to facilitate the contracted work contemplated herein and shall oversee contractors' compliance with the same on behalf of the Parties. The Authorized Representative shall pay all contractor invoices and collect reimbursement from the Parties, as contemplated herein.

- 3) **PARTY GOVERNING BOARD:** The Parties hereby establish a Governing Board to oversee the implementation of the terms herein. The Governing Board shall consist of the Chief Law Enforcement Officer of each Party or his/her designee. The Governing Board shall meet on a regular basis, on the dates and times, and at a location agreed upon by the Parties. Notice for each meeting of the Governing Board shall be given in compliance with Minnesota Statutes Section 13D.04. The presence of a simple majority of the Governing Board shall constitute a quorum. Each Governing Board representative shall have one equal vote on all matters decided by the Governing Board. Unless a

different threshold is specifically identified herein for a particular decision, decisions shall be determined by a majority of the Governing Board present and voting on a particular topic, provided a quorum of the Governing Board is present.

All issues involving this Agreement shall be reviewed and resolved by the Governing Board whenever possible. The Governing Board may also review the terms and conditions of this Agreement and make recommendations to the Parties' governing bodies concerning amendments to this Agreement. The Governing Board shall select a Chairperson and rotate that position annually among the Parties. The Chairperson shall be the contact person for all Parties, and shall preside at meetings of the Governing Body to ensure good order and decorum. The Governing Board shall select a Vice-Chairperson, who shall preside at meetings in the Chairperson's absence, and rotate that position annually among the Parties.

The Governing Board shall obtain and maintain liability insurance in amounts not less than the statutory limits established under the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 ("Chapter 466") and may obtain other insurance it deems necessary to insure the actions of the Governing Board and the obligations of this Agreement including, without limitation, the indemnification obligations contained herein. The Parties' respective liabilities shall be governed by the provisions of Chapter 466 and nothing in this Agreement constitutes a waiver by any Party of any statutory or common law defense, immunity, or limit on liability provided for by applicable law. In no event shall the statutory limits provided for in Chapter 466 be aggregated to make each Party liable beyond the statutory limits. For the purposes of determining total liability for damages, Parties shall be considered a single governmental unit as provided in Minnesota Statutes Section 471.59, subd. 1a(b).

- 4) **INITIAL COSTS:** The procurement contemplated by this Agreement is limited to the acquisition of such hardware, software, and professional services as are needed for local data storage considerations for existing Party Data. Each Party shall continue to be responsible for its own RMS costs and any individual costs associated with altering the designated hosting location to which RMS data will be fed.

In addition to the storage procurement, the Parties, through the Authorized Representative, will engage GTEL Advisors, LLC for consultant services related to the proper design and establishment of the data storage site, and will engage Morris Electronics, Inc. to consult and assist in the procurement, installation, and maintenance of the appropriate hardware for the same. GTEL Advisors, LLC shall also assist in the technical aspects of migrating Party Data from the existing storage location to the selected new local storage location. GTEL Advisors, LLC and Morris Electronics, Inc. are collectively referred to herein as the "Contractors". The Authorized Representative shall pay all contractor invoices for all services rendered pursuant to this Agreement and then invoice the Parties equally for such costs. Parties shall pay such invoices promptly to the Authorized Representative and not later than thirty (30) days after receipt of the same. The initial costs are estimated to be one hundred and fifteen thousand dollars (\$115,000), which the Parties hereby agree to pay equally ("Initial Party Amounts").

Prior to the initiation of a hardware acquisition above the Initial Party Amounts the Authorized Representative shall obtain the approval of the Governing Board of said purchase. The Authorized Representative is authorized to make reasonable hardware purchases recommended by the Contractors and related to the purpose of this Agreement which are valued at less than \$10,000 in total, which shall be split equally amongst the Parties. These additional hardware purchases shall be considered part of the Initial Party Amounts. The Authorized Representative shall ensure that Contractors comply with the Minnesota Uniform Municipal Contracting Law, Minnesota Statutes Section 471.345 ("Contracting Law"), for any purchases made pursuant to this Agreement.

- 5) **HOSTING/ON-GOING SUPPORT COSTS:** South Lake Minnetonka Police Department agrees to provide a secure location for the housing of necessary data storage equipment, at no cost to the Parties. Hosting and on-going support services will be acquired from one or both of the Contractors or from a separate contractor selected in conformance with the Contracting Law. The Authorized Representative shall be responsible for coordinating and contracting with the contractor for the hosting and on-going support services. Final contractor selection must be consented to by the Governing Board. The contractor selected for hosting duties shall be responsible for maintaining all Party Data in compliance with all applicable data management standards, including FBI and CJIS security requirements. The nominated contractor(s) selected to provide these services shall also forecast funding needs for hosting services, end-of-service-life replacements, standard maintenance and repairs, and anticipated upgrades during the Initial Term of this Agreement as defined below, as well as decommissioning costs (collectively "Hosting/On-Going Support Costs"). These anticipated costs shall be shared among the Parties to facilitate reasonable budgeting and such amounts may need to be approved by a Party's governing body. The Authorized Representative shall pay all invoices for hosting and on-going support services and invoice the Parties in equal shares for said costs. Each Party is responsible to budget for all Hosting/On-Going Support Costs.
- 6) **NEW PARTIES:** If another law enforcement agency or government entity that is not a party to this Agreement wishes to become a Party (that agency or entity a "Joining Agency"), the Joining Agency may request that it be added as a party to this Agreement or request that the Agreement be otherwise amended to accommodate the needs of the Joining Agency. This request shall be subject to the approval of a majority of the then current Parties of this Agreement. The parties shall then execute an amendment to this Agreement that adds the new governmental entity as a party to this Agreement, and sets forth the particular terms of that collaboration.
- 7) **TERM AND PARTY WITHDRAWAL:** This Agreement shall terminate on the tenth anniversary of the effective date set forth on page one (the "Initial Term"), unless extended by separate agreement of the then remaining Parties. The Agreement may be terminated earlier only as follows:
 - a. Immediate termination may occur upon the unanimous agreement of all then remaining Parties; or

- b. Early termination may occur upon a $\frac{3}{4}$ majority vote of the then remaining Parties, however, such termination shall not take effect for at least one (1) year after notice of that decision has been provided to all remaining Parties.

Parties may withdraw from this Agreement prior to termination as set forth above upon the provision of three (3) years' notice provided to the Chairperson of the Governing Board, who shall communicate such notice to the Authorized Representative and the Governing Board. Withdrawing Parties shall be responsible for the withdrawal fee related to the anticipated Hosting/Ongoing Support Costs, as described below in this Section 7.

The withdrawal fee for each Party shall be comprised of each Party's share of the Initial Party Amount and the estimated remaining Hosting/Ongoing Support Costs from the date of withdrawal until the tenth anniversary of the effective date set forth on page one. Withdrawing Parties shall pay this withdrawal fee no later than thirty (30) days prior to the effective date of the withdrawal unless the withdrawing Party and Governing Board agree to continue payments and billing in accordance with Section 5.

Withdrawing Parties shall be entitled to a copy of their Party Data which has been or will be stored pursuant to this Agreement or any successor agreement upon payment of the withdrawal fee. A Withdrawing Party shall be responsible for all data migration costs and/or conversion costs, if any, to ensure secure transfer to and compatibility with the Withdrawing Party's RMS platform. However, a withdrawing Party shall not be entitled to removal or immediate deletion of their embedded and stored data. The Parties agree that Party Data shall be stored, maintained and protected pursuant to this Agreement and applicable law, at all times, when housed at a storage site established pursuant to this Agreement. A withdrawing Party may request that the Party's data be deleted when feasible, but the remaining Parties shall have no obligation to complete the deletion until the servers on the storage site(s) are decommissioned.

Parties which withdraw from this Agreement are not entitled to any property, or assets purchased pursuant to this Agreement.

Upon the termination of this Agreement, the remaining Parties shall properly decommission any and all data storage sites established pursuant to this Agreement and take all necessary steps to permanently secure or delete all stored data, in compliance with all applicable law. Any purchased infrastructure may be sold after full and proper decommissioning and removal or deletion of Party Data and any value therefore may be used to offset the costs of decommissioning the site. In the event a positive balance of funds is held by the remaining Parties after decommissioning is complete, the Governing Board shall disburse the funds proportionally based on total contribution, including Initial Party Amounts and Hosting/On-Going Support Costs, of all current and former Parties.

- 8) **INDEMNIFICATION:** Each Party shall hold harmless, defend and indemnify all other Parties; their officials, employees and agents, from and against any and all claims, losses, liabilities, damages attributable to the indemnifying Party (collectively "Claims"). This obligation shall include, without limitation, costs and expenses (including defense, settlement, and reasonable attorneys' fees) for Claims as a result of any damages

arising from or related to data storage on the contemplated servers. This obligation shall survive termination of or withdrawal from this Agreement. Upon a compliant withdrawal of a Party from this Agreement, the remaining Parties agree to hold harmless, defend and indemnify the withdrawing Party from any Claims related to improper storage of the withdrawing Party's data which remains on the servers established pursuant to this Agreement. All obligations of this Section 8 shall be subject to the liability limitations set forth in Chapter 466 and in no event shall the statutory limits provided for in Chapter 466 be aggregated to make each Party liable beyond the statutory limits.

Nothing in this Section 8 is meant to contradict the single-entity liability limit noted in Section 3.

- 9) **DATA PRACTICES:** All data collected, created, received, maintained or disseminated for any purpose by the activities of the Parties with respect to this Agreement, shall be governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended ("MGDPA"). All records related to this Agreement kept by the Parties shall be subject to examination by the representatives of each Party as provided in the MGDPA. However, the Authorized Representative/South Lake Minnetonka Police Department shall not be responsible for responding to data requests for information that is available from the Parties or a single Party.
- 10) **AUDITS:** Pursuant to Minnesota Statutes Section 16C.05, subd. 5, any books, records, documents, and accounting procedures and practices of the Parties relevant to this Agreement are subject to examination by the Legislative Auditor or the State Auditor, as appropriate. The Parties shall maintain these for accessibility per the MGDPA guidelines.
- 11) **NOTICE:** The Parties' agents for purposes of administration of this Agreement are:

Champlin Police:

Chief Glen Schneider
11955 Champlin Drive
Champlin, Mn 55316

Corcoran Police:

Director of Public Safety Matt Gottschalk
8200 County Road 116
Corcoran, MN 55340

Dayton Police:

Chief Paul Enga
13700 Zanzibar Lane North
Dayton, MN 55327

Deephaven:

Chief Cory Johnson
20225 Cottagewood Road
Deephaven, MN 55331

<u>Medina Police:</u>	Chief Jason Nelson 600 Clydesdale Trail Medina, MN 55340
<u>Minnetrissa Police:</u>	Public Safety Director Paul Falls 7701 County Road 110 West Minnetrissa, MN 55364
<u>Osseo Police:</u>	Chief Shane Mikkelson 415 Central Avenue Osseo, MN 55369
<u>Rogers Police:</u>	Chief Dan Wills 21860 Industrial Court Roger, MN 55374
<u>South Lake Minnetonka Police:</u>	Chief Brian Tholen 24150 Smithtown Road Shorewood, MN 55331
<u>Three Rivers Park Police:</u>	Chief Josh Foust 4301 County Road 24 Maple Plain, MN 55359
<u>University of Minnesota Police:</u>	Chief Matt Clark 511 SE Washington Ave #1 Minneapolis, MN 55455
<u>Wayzata Police:</u>	Chief Marc Schultz 600 Rice Street East Wayzata, MN 55391
<u>West Hennepin Public Safety:</u>	Public Safety Director Gary Kroells 1918 County Road 90 Independence, MN 55359

12) **APPLICABLE LAW:** The execution, interpretation and performance of this Agreement shall be controlled and governed by the laws of the State of Minnesota.

13) **ENTIRE AGREEMENT; AMENDMENTS:** This Agreement constitutes the entire Agreement between the Parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein, including the agreement of the LMAC. Any purported amendment to this Agreement is not effective unless it is in writing and executed by all Parties.

- 14) **WAIVER:** One or more waivers by any Party of any provision, term, condition or covenant of this Agreement shall not be construed by the other Parties as a waiver of a subsequent breach of the same by the other Parties.
- 15) **SEVERABILITY:** Should any part or portion of this Agreement be held invalid or unenforceable, the remaining provisions shall be valid and binding upon the Parties unless such invalidity or non-enforceability would cause the Agreement to fail its purpose.
- 16) **AUTHORIZATION CERTIFICATION:** By endorsing this Agreement, each of the undersigned representatives represents and warrants that he/she is an authorized representative of the identified Party, and has obtained any and all necessary authority to fully bind his/her entity to the terms of this Agreement.
- 17) **SIGNATURES; COUNTERPARTS:** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document, including this Agreement and any attachments or exhibits to this Agreement, containing, or to which there is affixed, an electronic signature will be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes of the Agreement, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.
- 18) **EFFECTIVE DATE:** This Agreement is effective as of the latest date of the approval and execution of the Agreement by the Parties.

[Signature pages to follow]

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Champlin Police:

Signed: *Glen Schneider*
Glen Schneider (Nov 13, 2023 08:41 CST)
Glen Schneider
Its: Chief of Police
Email: gschneider@ci.champlin.mn.us

Signed: *Bret Heitkamp*
Bret Heitkamp (Nov 13, 2023 08:58 CST)
Bret Heitkamp
Its: City Administrator
Email: bheitkamp@ci.champlin.mn.us

Signed: *Ryan Sabas*
Ryan Sabas (Nov 14, 2023 21:17 CST)
Ryan Sabas
Its: Mayor
Email: rsabas@ci.champlin.mn.us

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Corcoran Police:

Signed: *Matt R. Gottschalk*
Matt Gottschalk
Its: Interim City Administrator/Director of Public Safety
Email: mgottschalk@corcoranmn.gov

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Dayton Police:

Signed: 
Paul Enga (Nov 15, 2023 07:48 CST)
Paul Enga
Its: Chief of Police
Email: penga@daytonpolice.org

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Deephaven:

Signed: 
Cory Johnson (Nov 16, 2023 08:52 CST)
Cory Johnson
Its: Chief of Police
Email: Coryj@deephavenpolice.com

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

City of Medina:

Signed: 
Kathleen Martin (Nov 16, 2023 18:00 PST)
Kathleen Martin
Its: Mayor
Email: kathleen.martin@medinamn.gov

Signed: 
Scott Johnson (Nov 17, 2023 07:31 CST)
Scott Johnson
Its: City Administrator
Email: scott.johnson@medinamn.gov

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

City of Minnetrista:

Signed: *Lisa Whalen*
[Lisa Whalen \(Nov 17, 2023 09:06 CST\)](#)
Lisa Whalen
Its: Mayor
Email: lwhalen@ci.minnetrista.mn.us

Signed: *Ann Meyerhoff*
[Ann Meyerhoff \(Nov 17, 2023 09:14 CST\)](#)
Ann Meyerhoff
Its: City Clerk
Email: ameyerhoff@ci.minnetrista.mn.us

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

City of Osseo:


Signed: *Duane Poppe*
[Duane Poppe \(Nov 20, 2023 09:15 CST\)](#)
Duane Poppe
Its: Mayor
Email: dpoppe@ci.osseo.mn.us

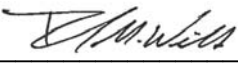
Signed: *Riley Grams*
[Riley Grams \(Nov 20, 2023 09:39 CST\)](#)
Riley Grams
Its: City Administrator
Email: rgrams@ci.osseo.mn.us

Signed: *Katrina Jones*
Katrina Jones
Its: City Clerk
Email: kjones@ci.osseo.mn.us

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

City of Rogers:

Signed: 
[Rick Ihli \(Nov 21, 2023 10:13 CST\)](#)
Rick Ihli
Its: Mayor
Email: rihli@rogersmn.gov

Signed: 
Dan Wills
Its: Chief of Police
Email: dwills@rogersmn.gov


IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

South Lake Minnetonka Police:

Signed: 
[Brian J. Tholen \(Nov 21, 2023 11:18 CST\)](#)
Brian Tholen
Its: Chief of Police
Email: Btholen@Southlakepd.com


IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

Three Rivers Park Police:

Signed: 
[Boe R. Carlson \(Nov 21, 2023 17:01 CST\)](#)
Boe Carlson
Its: Superintendent
Email: boe.carlson@threeriversparks.org


IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

University of Minnesota Police:


Signed: 
[Matthew Clark \(Nov 27, 2023 12:03 CST\)](#)
Matt Clark
Its: Chief of Police
Email: mclarkpd@umn.edu

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

City of Wayzata:

Signed: 
[Johanna Mouton \(Nov 27, 2023 15:24 CST\)](#)
Johanna Mouton
Its: Mayor
Email: johannamccarthy@wayzata.org

Signed: 
[Jeffrey Dahl \(Nov 27, 2023 16:30 CST\)](#)
Print: Jeff Dahl
Its: City Manager
Email: jdahl@wayzata.org

Signed: 
Marc Schultz
Its: Chief of Police
Email: mschultz@wayzata.org

IN WITNESS WHEREOF, the Party parties of this Agreement, by their respective duly authorized officers, have caused this Agreement to be duly executed on the date and year written below, intending to be bound thereby.

West Hennepin Public Safety:

Signed: *Marvin Johnson*
Marvin Johnson (Nov 28, 2023 14:29 CST)
Mayor Marvin Johnson
Its: WHPS Commission Chair
Email: mjohnson@ci.independence.mn.us

Signed: *Julie M. Maas-Kusske*
Julie M. Maas-Kusske (Nov 29, 2023 10:09 CST)
Mayor Julie Maas-Kusske
Its: WHPS Commission Vice-Chair
Email: juliemaaskusske@mapleplain.com

Signed: *Gary S. Kroells*
Gary Kroells
Its: Chief _____
Email: GKroells@westhennepin.com











Data Storage Server Sharing & Governance Agreement


Final Audit Report

2023-11-29


Created:	2023-11-09
By:	Paula Steelman (psteelman@corcoranmn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXs8AyxlmAz-t5tPD3E-jG1dq1x-l-vrp

"Data Storage Server Sharing & Governance Agreement" History

-  Document created by Paula Steelman (psteelman@corcoranmn.gov)
2023-11-09 - 11:37:05 PM GMT
-  Document emailed to gschneider@ci.champlin.mn.us for signature
2023-11-09 - 11:44:21 PM GMT
-  Email viewed by gschneider@ci.champlin.mn.us
2023-11-13 - 2:25:39 PM GMT
-  Signer gschneider@ci.champlin.mn.us entered name at signing as Glen Schneider
2023-11-13 - 2:41:09 PM GMT
-  Document e-signed by Glen Schneider (gschneider@ci.champlin.mn.us)
Signature Date: 2023-11-13 - 2:41:11 PM GMT - Time Source: server
-  Document emailed to bheitkamp@ci.champlin.mn.us for signature
2023-11-13 - 2:41:14 PM GMT
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2023-11-13 - 2:57:18 PM GMT
-  Signer bheitkamp@ci.champlin.mn.us entered name at signing as Bret Heitkamp
2023-11-13 - 2:58:35 PM GMT
-  Document e-signed by Bret Heitkamp (bheitkamp@ci.champlin.mn.us)
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2023-11-13 - 2:58:39 PM GMT

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2023-11-15 - 3:16:49 AM GMT

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2023-11-15 - 3:17:26 AM GMT

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Signature Date: 2023-11-15 - 3:17:28 AM GMT - Time Source: server

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2023-11-15 - 1:47:09 PM GMT

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2023-11-15 - 1:48:22 PM GMT

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Signature Date: 2023-11-15 - 1:48:24 PM GMT - Time Source: server

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2023-11-16 - 2:51:52 PM GMT

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2023-11-16 - 2:52:39 PM GMT

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2023-11-16 - 7:20:08 PM GMT

 Signer kathleen.martin@medinamn.gov entered name at signing as Kathleen Martin


2023-11-17 - 2:00:56 AM GMT

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Signature Date: 2023-11-17 - 2:00:58 AM GMT - Time Source: server

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2023-11-17 - 2:01:01 AM GMT

 Email viewed by Scott Johnson (scott.johnson@medinamn.gov)

2023-11-17 - 1:30:52 PM GMT

 Document e-signed by Scott Johnson (scott.johnson@medinamn.gov)


Signature Date: 2023-11-17 - 1:31:32 PM GMT - Time Source: server

 Document emailed to lwhalen@ci.minnetrista.mn.us for signature

2023-11-17 - 1:31:36 PM GMT

 Email viewed by lwhalen@ci.minnetrista.mn.us

2023-11-17 - 3:01:25 PM GMT

 Signer lwhalen@ci.minnetrista.mn.us entered name at signing as Lisa Whalen

2023-11-17 - 3:06:13 PM GMT

 Document e-signed by Lisa Whalen (lwhalen@ci.minnetrista.mn.us)

Signature Date: 2023-11-17 - 3:06:15 PM GMT - Time Source: server

 Document emailed to ameyerhoff@ci.minnetrista.mn.us for signature

2023-11-17 - 3:06:17 PM GMT

 Email viewed by ameyerhoff@ci.minnetrista.mn.us

2023-11-17 - 3:13:10 PM GMT

 Signer ameyerhoff@ci.minnetrista.mn.us entered name at signing as Ann Meyerhoff

2023-11-17 - 3:14:50 PM GMT

 Document e-signed by Ann Meyerhoff (ameyerhoff@ci.minnetrista.mn.us)

Signature Date: 2023-11-17 - 3:14:52 PM GMT - Time Source: server

 Document emailed to dpoppe@ci.osseo.mn.us for signature

















2023-11-17 - 3:14:54 PM GMT


 Email viewed by dpoppe@ci.osseo.mn.us

2023-11-20 - 3:14:43 PM GMT

 Signer dpoppe@ci.osseo.mn.us entered name at signing as Duane Poppe

2023-11-20 - 3:15:23 PM GMT

-  Document e-signed by Duane Poppe (dpoppe@ci.osseo.mn.us)
Signature Date: 2023-11-20 - 3:15:25 PM GMT - Time Source: server
-  Document emailed to rgrams@ci.osseo.mn.us for signature
2023-11-20 - 3:15:28 PM GMT
-  Email viewed by rgrams@ci.osseo.mn.us
2023-11-20 - 3:39:19 PM GMT
-  Signer rgrams@ci.osseo.mn.us entered name at signing as Riley Grams
2023-11-20 - 3:39:44 PM GMT
-  Document e-signed by Riley Grams (rgrams@ci.osseo.mn.us)
Signature Date: 2023-11-20 - 3:39:46 PM GMT - Time Source: server
-  Document emailed to kjones@ci.osseo.mn.us for signature
2023-11-20 - 3:39:49 PM GMT
-  Email viewed by kjones@ci.osseo.mn.us
2023-11-20 - 4:08:02 PM GMT
-  Signer kjones@ci.osseo.mn.us entered name at signing as Katrina Jones
2023-11-20 - 4:10:13 PM GMT
-  Document e-signed by Katrina Jones (kjones@ci.osseo.mn.us)
Signature Date: 2023-11-20 - 4:10:15 PM GMT - Time Source: server
-  Document emailed to rihli@rogersmn.gov for signature
2023-11-20 - 4:10:18 PM GMT
-  Email viewed by rihli@rogersmn.gov
2023-11-20 - 5:25:51 PM GMT
-  Signer rihli@rogersmn.gov entered name at signing as Rick Ihli
2023-11-21 - 4:13:27 PM GMT
-  Document e-signed by Rick Ihli (rihli@rogersmn.gov)
Signature Date: 2023-11-21 - 4:13:29 PM GMT - Time Source: server
-  Document emailed to dwills@rogersmn.gov for signature
2023-11-21 - 4:13:33 PM GMT
-  Email viewed by Dan Wills (dwills@rogersmn.gov)
2023-11-21 - 5:16:38 PM GMT
-  Document e-signed by Dan Wills (dwills@rogersmn.gov)
Signature Date: 2023-11-21 - 5:17:03 PM GMT - Time Source: server

 Document emailed to btholen@southlakepd.com for signature


2023-11-21 - 5:17:06 PM GMT

 Email viewed by btholen@southlakepd.com


2023-11-21 - 5:17:56 PM GMT

 Signer btholen@southlakepd.com entered name at signing as Brian J. Tholen

2023-11-21 - 5:18:45 PM GMT

 Document e-signed by Brian J. Tholen (btholen@southlakepd.com)


Signature Date: 2023-11-21 - 5:18:47 PM GMT - Time Source: server

 Document emailed to boe.carlson@threeriversparks.org for signature

2023-11-21 - 5:18:49 PM GMT

 Email viewed by boe.carlson@threeriversparks.org

2023-11-21 - 11:00:43 PM GMT

 Signer boe.carlson@threeriversparks.org entered name at signing as Boe R. Carlson

2023-11-21 - 11:01:09 PM GMT

 Document e-signed by Boe R. Carlson (boe.carlson@threeriversparks.org)

Signature Date: 2023-11-21 - 11:01:11 PM GMT - Time Source: server

 Document emailed to Matthew Clark (mclarkpd@umn.edu) for signature


2023-11-21 - 11:01:14 PM GMT

 Email viewed by Matthew Clark (mclarkpd@umn.edu)


2023-11-27 - 6:02:46 PM GMT

 Document e-signed by Matthew Clark (mclarkpd@umn.edu)


Signature Date: 2023-11-27 - 6:03:12 PM GMT - Time Source: server

 Document emailed to johannamccarthy@wayzata.org for signature

2023-11-27 - 6:03:15 PM GMT

 Email viewed by johannamccarthy@wayzata.org

2023-11-27 - 6:17:40 PM GMT

 Signer johannamccarthy@wayzata.org entered name at signing as Johanna Mouton

2023-11-27 - 9:24:45 PM GMT

 Document e-signed by Johanna Mouton (johannamccarthy@wayzata.org)

Signature Date: 2023-11-27 - 9:24:47 PM GMT - Time Source: server

 Document emailed to Jeffrey Dahl (jdahl@wayzata.org) for signature


2023-11-27 - 9:24:50 PM GMT

 Email viewed by Jeffrey Dahl (jdahl@wayzata.org)

2023-11-27 - 10:29:42 PM GMT

 Document e-signed by Jeffrey Dahl (jdahl@wayzata.org)


Signature Date: 2023-11-27 - 10:30:17 PM GMT - Time Source: server

 Document emailed to Marc Schultz (mschultz@wayzata.org) for signature

2023-11-27 - 10:30:20 PM GMT

 Email viewed by Marc Schultz (mschultz@wayzata.org)

2023-11-28 - 6:40:12 PM GMT

 Document e-signed by Marc Schultz (mschultz@wayzata.org)

Signature Date: 2023-11-28 - 6:41:16 PM GMT - Time Source: server

 Document emailed to mjohnson@ci.independence.mn.us for signature

2023-11-28 - 6:41:20 PM GMT

 Email viewed by mjohnson@ci.independence.mn.us


2023-11-28 - 8:27:31 PM GMT

 Signer mjohnson@ci.independence.mn.us entered name at signing as Marvin Johnson

2023-11-28 - 8:29:36 PM GMT

 Document e-signed by Marvin Johnson (mjohnson@ci.independence.mn.us)

Signature Date: 2023-11-28 - 8:29:38 PM GMT - Time Source: server

 Document emailed to juliemaaskusske@mapleplain.com for signature


2023-11-28 - 8:29:42 PM GMT

 Email viewed by juliemaaskusske@mapleplain.com

2023-11-29 - 3:44:08 PM GMT

 Signer juliemaaskusske@mapleplain.com entered name at signing as Julie M. Maas-Kusske

2023-11-29 - 4:09:47 PM GMT

 Document e-signed by Julie M. Maas-Kusske (juliemaaskusske@mapleplain.com)

Signature Date: 2023-11-29 - 4:09:49 PM GMT - Time Source: server

 Document emailed to Gary Kroells (gkroells@westhennepin.com) for signature

2023-11-29 - 4:09:53 PM GMT

 Email viewed by Gary Kroells (gkroells@westhennepin.com)

2023-11-29 - 5:16:03 PM GMT

 Document e-signed by Gary Kroells (gkroells@westhennepin.com)

Signature Date: 2023-11-29 - 5:17:02 PM GMT - Time Source: server



✔ Agreement completed.

2023-11-29 - 5:17:02 PM GMT

FIRST AMENDMENT TO DATA STORAGE SERVER SHARING AND GOVERNANCE AGREEMENT

This First Amendment to Data Storage Server Sharing and Governance Agreement (this "Amendment") is entered into by and among the following parties:

- A. Cities of Champlin, Corcoran, Dayton, Deephaven, Medina, Minnetrista, Osseo, Rogers, and Wayzata, each a Minnesota municipal corporation, on behalf of their respective Police/Public Safety Departments; and
- B. South Lake Minnetonka Police Department, and West Hennepin Public Safety Department, each a joint powers entity organized pursuant to Minnesota Statutes Section 417.59; and
- C. Three Rivers Park District, a local government unit organized pursuant to Minnesota Statutes Section 383B.703, on behalf of its Department of Public Safety; and
- D. The Regents of the University of Minnesota, a Minnesota constitutional corporation, on behalf of its Department of Public Safety; and
- E. Hennepin County, on behalf of the Hennepin County Sheriff's Office.

The above-named parties may be collectively referred to herein as the "Parties" or each a "Party". This Agreement shall be effective as set forth herein.

RECITALS

WHEREAS, all of the above-listed parties, with the exception of Hennepin County, are currently parties to the Data Storage Server Sharing and Governance Agreement, dated November 9th, 2023 and last executed on November 29th, (the "Agreement"); and

WHEREAS, subject to the approval of a majority of the current parties, the Agreement permits the joinder of additional parties by amendment to the Agreement; and

WHEREAS, Hennepin County has requested to join the Agreement and be formally added as a party thereto; and

WHEREAS, the current parties to the Agreement have reviewed the request via their nominated Governing Board and approved the addition of Hennepin County to the Agreement, subject to the terms set forth herein; and

WHEREAS, the Parties concurrently desire to update certain additional terms of the Agreement, as set forth in this Amendment.

NOW THEREFORE, the Parties agree as follows:

TERMS

- 1) **ADDITION OF HENNEPIN COUNTY:** The current parties of the Agreement hereby approve the addition of Hennepin County, on behalf of

the Hennepin County Sherriff's Office ("Hennepin County"), as a Party to the Agreement. Hennepin County and the current parties hereby agree that Hennepin County shall be bound by all terms of the Agreement and shall possess rights equal to all other current parties pursuant thereto.

2) **HENNEPIN COUNTY COSTS:** Within thirty (30) days of full execution of this Amendment, Hennepin County shall pay \$986. to the Authorized Representative for Hennepin County's proportional share of the Initial Party Amounts, as defined in the Agreement. Hennepin County shall be invoiced for and shall promptly pay its equal proportionate share of Hosting/On-going Support Costs which are incurred from the date of full execution of this Amendment. Hennepin County shall thereafter be responsible for all costs attributable to an individual Party, as set forth in the Agreement.

3) **AMENDMENT TO DESIGNATION OF AUTHORIZED REPRESENTATIVE:**

Effective upon full execution of this Amendment, the Parties remove Brian Tholen as Authorized Representative, and nominate and empower the following Authorized Representative for purposes of managing contractor work:

Chief Justin Ballsrud, South Lake Minnetonka Police Department

4) **NOTICE:** The Parties agree to delete Section 11 of the Agreement ("Notice") in its entirety and replace it with the following:

"NOTICE: The Parties' agents for purposes of administration of this Agreement are:

Champlin Police:

Chief Glen Schneider
11955 Champlin Drive
Champlin, MN 55316

Corcoran Police:

Public Safety Director Matt Gottschalk
8200 County Road 116
Corcoran, MN 55340

Dayton Police:

Chief Paul Enga
13700 Zanzibar Lane North
Dayton, MN 55327

Deephaven:

Chief Cory Johnson
20225 Cottagewood Road
Deephaven, MN 55331

Hennepin County:

Major Kristen Tomlinson

350 S 5th St. Rm 6
Minneapolis, MN 55415

Medina: Chief Jason Nelson
600 Clydesdale Trail
Medina, MN 55340

Minnetrista Police: Public Safety Director Craig Squires
7701 County Road 110 West
Minnetrista, MN 55364

Osseo Police: Chief Shane Mikkelson
415 Central Avenue
Osseo, MN 55369

Rogers Police: Chief Dan Wills
21860 Industrial Court
Rogers, MN 55374

South Lake Minnetonka Police: Chief Justin Ballsrud
24150 Smithtown Road
Shorewood, MN 55331

Three Rivers Park Police: Chief Josh Foust
4301 County Road 24
Maple Plain, MN 55359

University of Minnesota Police: Chief Erik Swanson
511 SE Washington Ave #1
Minneapolis, MN 55455

Wayzata Police: Chief Jamie Baker
600 Rice Street East
Wayzata, MN 55391

West Hennepin Public Safety: Public Safety Director Matt DuRose
1918 County Road 90
Independence, MN 55359"

- 5) **REMAINING TERMS UNAFFECTED:** The Parties agree that this Amendment exclusively modifies the Agreement terms contemplated herein and all other terms of the Agreement remain unaltered and in full force and effect.
- 6) **AUTHORIZATION CERTIFICATION:** By endorsing this Amendment, each of the undersigned representatives represents and warrants that he/she is an authorized representative of the identified Party, and has

obtained any and all necessary authority to fully bind his/her entity to the terms of this Amendment.

- 7) **SIGNATURES; COUNTERPARTS:** The parties may sign this Amendment in counterparts, each of which constitutes an original, but all of which together constitute one instrument. The parties agree that the electronic signature of a party to this Amendment will be as valid as an original signature of such party and will be effective to bind such party to this Amendment. The parties further agree that any document, including this Amendment and any attachments or exhibits to this Amendment, containing, or to which there is affixed, an electronic signature will be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes of the Amendment, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Amendment.
- 8) **EFFECTIVE DATE:** This Amendment is effective as of the latest date of the approval and execution of the Amendment by the Parties.

[Signature pages to follow]