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February 21, 2017

Adrianna Hennen  
City of Freeport  
125 Main Street East  
Freeport, MN 56331

BY ELECTRONIC MAIL

Re: Monthly Legal Report

Dear Ms. Hennen:

During the period from January 24, 2017 through February 21, 2017, we have not given significant attention any projects on behalf of the City of Freeport.

Respectfully submitted,  
Dymoke Law Office, P.A.

*Scott E. Dymoke*  
by Scott E. Dymoke

# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 2/22/17

Re: Ordinance 2017-01 – Ordinance Updating the Water and Wastewater Fees Under the Freeport City Code of 1995 (Appendix I)

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This ordinance is only updating the changes to the water and wastewater fee schedule the council approved.

**ORDINANCE NO. 2017-01**

ORDINANCE UPDATING THE WATER AND WASTEWATER FEES UNDER THE FREEPORT CITY CODE OF 1995 (APPENDIX I)

BE IT ORDAINED BY THE CITY COUNCIL OF FREEPORT, MINNESOTA:

Section 1. The Freeport City Code of 1995 authorizes the City Council to fix the fees and charges imposed by the Code for various city services. The fees and charges imposed may be amended from time to time by the council and is to be entitled Appendix I.

Section 2. The license, consumption and permit fees, as well as other related charges, are hereby amended, as follows:

Code / Section	Subject	Fees/Charges	Sales Tax
500	Zoning Permits	\$ 25.00	N
	Building Permits	d Building Code Fee Schedule	N
	Rezoning Requests	\$ 250.00	N
	Conditional Use or Variance Requests	\$ 150.00	N
605.07	Noxious Weed Removal (minimum)	\$ 95.00	Y
	Equipment Use Fees:		
	Tractor, Mower and Labor (hourly)	\$ 90.00	
	Lawn Tractor, Lawn Mower and Labor (hourly)	\$ 60.00	
705.06	Private Drain Discharge Violation Surcharge (per month)	\$ 75.00	N
710.03	Wastewater Usage Charge (per 1,000 gallons)	\$ 2.23	N
	Wastewater Service Charge (per month):		
	Single Family Dwelling	\$ 26.86	
	Multiple Family Dwelling, \$4.00 (per unit) plus	\$ 54.32	
	Residential Sewer with no water meter	\$ 38.33	
	Business / Commercial Establishment	\$ 30.89	
	Manor Apartments	\$ 155.56	
	Large Commercial (i.e. service station, church, creamery)	\$ 32.92	
	Liquor Stores, On/off Sale	\$ 37.75	
	Restaurants	\$ 73.16	
	Convenience Store / Car Wash	\$ 38.49	
	Schools	\$ 52.60	
	Commercial with no water meter	\$ 35.18	
	Wastewater Main Stub-out Charge (per parcel)	\$ 3,800.00	
	Wastewater Hook-up Charge (per parcel)	\$ 1,200.00	
	Wastewater Bulk Dumping Fee	\$ 25.00	
715.01	Water Service Charge (per month)	\$ 7.00	COMMERCIAL - Y
	Water Tower Debt Service Fee (per unit)	\$ 2.89	RESIDENTIAL - N
	Water Tower Debt Service Fee (per 1,000 gallons)	\$ 2.22	
	Water Maintenance Fee (per 1,000 gallons)	\$ 2.95	
	Water Main Stub-out Charge (per parcel)	\$ 3,800.00	
	Water Hook-up Charge (per parcel)	\$ 1,200.00	
	Hydrant Water Sales (per 1,000 gallons)	\$ 10.00	
	Water Reconnection Fee	\$ 50.00	
	Water Disconnection Fee	\$ 50.00	
	Water Testing Fee	\$ 0.45	
	Water Meter Change	actual cost of meter	
	Water / Sewer Account Update	\$ 15.00	
	Water Account / Meter Investigation	\$ 20.00	
710.03	Utility Late Payment Service Charge	\$ 15.00	
715.03	Water Security Fee	\$ 0.75	
715.03	Utility Labels (full or partial set)	\$ 35.00	
910	Pets, Boarding (per day)	\$ 8.00	Y
	Animal License Fee	\$ 5.00	
	Animal Impound Fees:		
	1st time	\$ 50.00	
	2nd time	\$ 75.00	
	3rd time	\$ 100.00	
	Animal Disposal Fee	\$ 75.00	
1100.11	Park Rental Fee, Lion's Club Park (daily, includes shelter / gazebo area)	\$ 35.00	Y
1200.07	Intoxicating Liquor & Beer:		
	On-Sale Liquor	\$ 2,345.00	N
	Off-Sale Liquor	\$ 100.00	
	Special Sunday Sales	\$ 200.00	
	Temporary On-Sale Liquor	\$ 25.00	
	Temporary On-Sale 3.2 Beer	\$ 15.00	
	3.2 Annual On-Sale	\$ 200.00	
2010-007	Nuisance Response (minimum)	\$ 95.00	VARIES
	Equipment Use Fees:		
	Tractor, Mower and Labor (hourly)	\$ 90.00	

	Lawn Tractor, Lawn Mower and Labor (hourly)	\$	60.00
2011-010	Fire & Rescue Responder Hours (per hour, per responder)	\$	15.00
	Oxygen	\$	15.00
	Gloves	\$	5.00
	Bandages	\$	5.00
	Splints	\$	5.00
	Defibrulator	\$	25.00
	Suction	\$	15.00
	Blankets	\$	10.00
	Cold Compress	\$	2.00
	Air Bags	\$	25.00
	Jaws (Extraction)	\$	25.00
	Generator	\$	25.00
	Vehicle Fee (Pumper #1, Pumper #2, Water Truck, Brush Truck, Rescue Van (per vehicle responding)	\$	150.00
2012-003	Peddler's and Solicitors License		
	10 day permit within a 12 month period	\$	50.00
	30 day permit within a 12 month period	\$	100.00
	90 day permit within a 12 month period	\$	150.00
2012-003	Transient Merchants, Peddlers, and Solicitors Violation		
	Violation (daily)	\$	25.00
	City Hall Rental Fee	\$	35.00
	Charitable Gambling Transaction Fee	\$	25.00
	Small Cities Development Program Transaction Fee	\$	300.00
	Map Request	\$	10.00
	Map Creation	\$	50.00
	Administrative Staff Time (hourly)	\$	85.00
	Copying Charges (per page)	\$	0.25
	Special Assessment Search	\$	10.00
	Blanket Easement Vacation Fee	Per Actual Cost	
	Mileage Reimbursement	Current IRS Rate	
	Driveway Aprons and Curb and Gutter	Per Actual Cost	
	Industrial Park Purchase and Business Subsidy Interest Security Deposit of \$5,000.00 and per actual cost (difference refunded or due)		
	Street Reconstruction, per the Manual of Assessment Standards and Policies Revised 1997 Annexation Request Fee Security Deposit of \$1,000 and per actual cost (difference refunded or due)		

Adopted by the Freeport City Council this 5th day of May, 2012

	_____
	Rodney Atkinson, Mayor
ATTEST:	
	_____
	Adrianna Hennen, City Clerk

# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 2/22/17

Re: Ordinance 2017-02 – Ordinance Amending the Freeport City Code of 1995, Chapter X – Licenses and Permits, Section 1000 General Provisions

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At last month's meeting Atkinson stated that something to consider, regarding sump pumps, is not allowing resident's a permit if they are not following the City Code. This draft ordinance would allow the city to deny resident's permits if they are not following Freeport City Code.

**ORDINANCE NO. 2017-02**

**AN ORDINANCE AMENDING THE FREEPORT CITY CODE OF 1995,  
CHAPTER X – LICENSES AND PERMITS, SECTION 1000 GENERAL PROVISIONS**

THE CITY COUNCIL OF THE CITY OF FREEPORT, ORDAINS AS FOLLOWS:

**SECTION 1.** Chapter X, Section 1000.05 of the Freeport City Code of 1995, is amended to add the following:

**Subd. 5. Delinquent Taxes and Charges.**

Where a provision of this code requires a license or permit, no license or permit may be granted for any premises on which taxes, assessments, or other financial claims of the City are delinquent and unpaid.

**SECTION 2.** Chapter X, Section 1000.05 of the Freeport City Code of 1995, is amended to add the following:

**Subd. 6. Compliance with Code Required.**

Where a provision of this code requires a license or permit, no license or permit may be granted for any premises which is not in compliance with the Freeport City Code of 1995, as amended from time to time.

**SECTION 3.** This Ordinance shall be effective immediately upon its passage and publication.

**ADOPTED** this on February 28, 2017, by the City Council of the City of Freeport.

**CITY OF FREEPORT**

By: \_\_\_\_\_  
Rodney Atkinson, Mayor

ATTEST:

\_\_\_\_\_  
Adrianna Hennen, City Clerk

# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 2/22/17

Re: Resolution 2017-05 – Resolution Approving State of Minnesota Joint Powers Agreements with the City of Freeport on Behalf of its City Attorney

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I was notified that the City's current Master Joint Powers Agreement (JPA) is expiring soon. This will require executing a new JPA. Also, your current Court Amendment expires with the current JPA, so a new Court Amendment will need to be executed as well.

**RESOLUTION NO. 2017-05**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF FREEPORT ON BEHALF OF ITS CITY ATTORNEY**

WHEREAS, the City of Freeport on behalf of its Prosecuting Attorney desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreement further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Freeport, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Freeport on behalf of its Prosecuting Attorney, are hereby approved. Copies of the Joint Powers Agreement is attached to this Resolution and made a part of it.

2. That the Attorney, Robert Pottratz or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, the City Clerk is appointed as the Authorized Representative's designee.

3. That Rodney Atkinson, the Mayor for the City of Freeport, and Adrianna Hennen , the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 28th day of February, 2017.

CITY OF FREEPORT

\_\_\_\_\_  
By: Rodney Atkinson  
Its Mayor

ATTEST: \_\_\_\_\_  
By: Adrianna Hennen  
Its City Clerk

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Freeport on behalf of its Prosecuting Attorney ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

**A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

**B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

**C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### **3 Payment**

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Bob Pottratz, Prosecuting Attorney, 502-B E Main Street, Melrose, MN 56352 (320) 256-7848 or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

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

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

## **7 Audits**

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

**7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## **8 Government Data Practices**

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## **9 Investigation of alleged violations; sanctions**

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

### **9.2 Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.