

# MASTER SUBSCRIBER AGREEMENT FOR MINNESOTA COURT DATA SERVICES

THIS AGREEMENT is entered into by and between

CITY OF BLOOMINGTON POLICE DEPARTMENT ,

(Subscriber Name / Name of Entity)

of 1800 W Old Shakopee Road, Bloomington, MN 55431 ,

(Subscriber Address)

(hereinafter "Subscriber") and THE STATE OF MINNESOTA

Office of State Court Administration ,

(Judicial District OR Office of State Court Administration)

of 25 Rev. Dr. Martin Luther King Jr. Blvd. St. Paul, Minnesota 55155 ,

(Address)

(hereinafter "the Court").

## Recitals

Subscriber desires to use one or more Court Data Services to assist Subscriber in the efficient performance of its duties as required or authorized by law or court rule.

The Court desires to provide Court Data Services to Subscriber to assist the Court in the efficient performance of its duties as required or authorized by law or court rule.

Court Data Services are defined in the Definitions Section of this Agreement and may involve a one-way or two-way transmission of information between the parties, some of which may include court information that is not accessible to the public and which may not be disclosed by Subscriber without the prior approval of the appropriate court or record custodian.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the Court and Subscriber agree as follows:

**1. TERM; TERMINATION; ONGOING OBLIGATIONS.** This Agreement shall be effective on the date executed by the Court and shall remain in effect according to its terms. Either party may terminate this Agreement with or without cause by giving written notice to the other party. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Agreement as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof. This Agreement may be superseded by a subsequent agreement between the parties.

## 2. DEFINITONS.

a. **“Court Data Services”** means one or more of the following services and includes any additional or modified services identified as such on the Justice Agency Resource webpage of the Minnesota Judicial Branch website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates:

- i. **“Bulk Data Delivery”** which means the electronic transmission of Court Records in bulk form from the Court to the Subscriber, from one or more of the Court’s databases and through any means of transmission, as described in applicable Request Forms, Policies & Notices, and materials referenced therein.
- ii. **“Integration Services”** which means a pre-defined automated transmissions of i) Court Records from the Court’s computer systems to Subscriber’s computer systems; and/or ii) Subscriber Records from the Subscriber’s computer systems to the Court’s computer systems; on a periodic basis or as triggered by pre-determined events, as described in applicable Request Forms, Policies & Notices, and materials referenced therein.
- iii. **“MNCIS Login Accounts”** which means a digital login account created for and provided to the Subscriber for online access to and use of Court Records, through the Minnesota Court Information System (MNCIS), as described in applicable Request Forms, Policies & Notices, and materials referenced therein.
- iv. **“ViBES Login Accounts”** which means a digital login account created for and provided to the Subscriber for online access to and use of Court Records, through the Violations Bureau Electronic System (ViBES), as described in applicable Request Forms, Policies & Notices, and materials referenced therein.

b. **“Court Data Services Databases”** means any databases, and the data therein, used as a source for Court Data Services, together with any documentation related thereto, including without limitation descriptions of the format or contents of data, data schemas, and all related components.

c. **“Court Data Services Programs”** means any computer application programs, routines, transport mechanisms, and display screens used in connection with Court Data Services, together with any documentation related thereto.

d. **“Court Records”** means all information in any form made available by the Court and/or its affiliates to Subscriber for the purposes of carrying out this Agreement, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or

controversy, including without limitation Court Confidential Case Information, as defined herein.

- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
  - iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
  - iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- e. **“DCA”** means the District Court Administrator pursuant to Minnesota Statutes, section 485.01.
- f. **“Policies & Notices”** means the policies and notices published by the Court and/or its affiliates in connection with each of its Court Data Services, on a website or other location designated by the Court and/or its affiliates, as the same may be amended from time to time by the Court and/or its affiliates. Policies & Notices for each Court Data Service, hereby made part of this Agreement by reference, provide additional terms and conditions that govern Subscriber’s use of such services, including but not limited to provisions on fees, access and use limitations, and identification of various third party applications such as transport mechanisms that Subscriber may need to procure separately to use Court Data Services.
- g. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court and/or the SCAO entitled Limits on Public Access to Case Records or Limits on Public Access to Administrative Records, all of which by this reference are made a part of this Agreement. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the main website for the Court, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).
- h. **“Request Form”** means the form or forms as substantially set forth as Exhibit A, which is attached to and made a part of this Agreement, describing one or more specific requests for Court Data Services offered by the Court and corresponding Records to be transmitted or exchanged under such offering, as the same may be amended from time to time by the Court.

i. “SCAO” shall mean the State of Minnesota, State Court Administrator's Office.

j. “Subscriber Records” means any information in any form made available by the Subscriber to the Court and/or its affiliates for the purposes of carrying out this Agreement.

k. “This Agreement” means this Master Subscriber Agreement for Minnesota Court Data Services including all Exhibits, Request Forms, Policies & Notices, and other documents referenced, attached to, or submitted or issued hereunder.

l. “trade secret information of SCAO and its licensors” is defined in sections 7a., 7.b., and 7.d. of this Agreement.

**3. REQUESTS FOR DATA ACCESS SERVICES.** Following execution of this Agreement by both parties, Subscriber may submit to the Court one or more separate requests for Court Data Services on the Request Forms provided by the Court, each labeled as Exhibit A. One Request Form is required for each Court Data Service account requested. Each submitted Request Form must include sufficient detail to describe the Court Data Service being requested, including the desired Court Case Information, as directed on the Request Form. Request Forms approved by the Court are adopted and incorporated herein by this reference the same as if set forth verbatim herein. It is understood that Request Forms may be submitted on behalf of Subscriber by any Subscriber business unit personnel, and Subscriber hereby authorizes such personnel to perform this function. It is also understood that Request Forms may be approved on behalf of the Court by state court administration personnel or judicial district personnel (for Request Forms delegated to DCA for review) and the Court hereby authorizes such personnel to perform this function.

a. **Preliminary Review / Merit.** Upon receipt of a completed Request Form from Subscriber, the Court shall review the Court Data Service requested and the stated business reasons and thereafter shall determine whether the request has merit.

b. **Legal Authority.** After preliminary review and satisfaction that a request has merit, the Court will consider whether legal authority exists for the Court Data Service requested. For example, court rule, court order, or state or federal law may provide legal authority for the requested Court Data Service. If none exists, the Court may, in its discretion, present a draft court order to a judge or court with appropriate jurisdiction. It shall be the decision of that judge or court as to whether legal authorization is granted.

c. **Approval.** After preliminary review and satisfaction that a request has merit, and after a determination that legal authority exists to provide the Court Data Service requested, the Court shall approve the Request Form and thereby make it an Exhibit to this Agreement. Activation of the requested Court Data Service shall occur promptly following approval.

d. **Rejection.** Requests may be rejected for any reason, at the discretion of the Court.

**e. Requests for Termination of One or More Court Data Services.** The Subscriber may request the termination of Court Data Services previously requested by submitting a Change Request Form. See Change Request Form instructions for details on how to terminate a Court Data Service. Upon receipt of a request for termination of a Court Data Service, the Court will deactivate the service requested. The termination of one or more Court Data Services does not terminate this Agreement. Provisions for termination of this Agreement are set forth in section 1. Upon termination of Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to the Court Records shall be limited to Court Case Information identified in approved Request Forms and other Court Records necessary for Subscriber to use approved Court Data Services. Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Court Data Services in any manner not set forth in this Agreement, Policies & Notices, or other Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Agreement without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

**a.** To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

**b.** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Agreement.

**c.** To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Agreement, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Agreement, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. For purposes of this Agreement, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

**d.** That, without limiting section 1 of this Agreement, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Agreement, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Agreement.

**6. APPLICABILITY TO COURT CASE INFORMATION PROVIDED UNDER LEGAL MANDATE, PREVIOUSLY DISCLOSED COURT RECORDS, AND PREVIOUSLY SUBMITTED REQUEST FORMS.** Subscriber acknowledges and agrees:

a. **Court Case Information Provided Under Legal Mandate.** When the Court is required to provide Subscriber with Court Case Information under a legal mandate and the provision of such data by the Court is not optional or otherwise left to the discretion of the Court, for example in the case of a state statutory reporting requirement, the provisions of this Agreement that govern or restrict Subscriber's access to and use of Court Case Information do not apply to the specific data elements identified in the legal mandate, but remain in effect with respect to all other Court Case Information provided by the Court to Subscriber. All other provisions of this Agreement remain in full effect, including, without limitation, provisions that govern or restrict Subscriber's access to and use of Court Confidential Security and Activation Information.

b. **Previously Disclosed Court Records.** Without limiting section 6.a., all Court Records disclosed to Subscriber prior to the effective date of this Agreement shall be subject to the provisions of this Agreement.

c. **Previously Submitted Request Forms.** All Request Forms submitted by Subscriber and approved by the Court prior to the effective date of this Agreement hereby become subject to and Exhibits of this Agreement with the same effect as if they were submitted and approved following the execution of this Agreement, as described in Section 3.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Agreement, subject to the terms and conditions hereof, the Court, with the permission of the SCAO, hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Court Records. SCAO and the Court reserve the right to make modifications to the Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** SCAO is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of SCAO and its licensors.

b. **Court Data Services Databases.** SCAO is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without

limitation data schemas such as the Court XML Schema, are trade secret information of SCAO and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of SCAO and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of SCAO or its licensors, in any way or for any purpose not specifically and expressly authorized by this Agreement. As used herein, "trade secret information of SCAO and its licensors" means any information possessed by SCAO which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of SCAO and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from SCAO or its licensors, information which is independently developed by Subscriber without reference to or use of information received from SCAO or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation for each individual authorized to access, use, or configure Court Data Services, solely for its own use in connection with this Agreement. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of SCAO and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of SCAO and its licensors, of the restrictions upon duplication, disclosure and use contained in this Agreement.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of SCAO and its licensors, or any part thereof, made available by SCAO or the Court, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of SCAO and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by SCAO or the Court, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, made available by the Court and SCAO to Subscriber hereunder, and all copies, including partial copies, thereof are and remain the property of the respective licensor. Within ten days of the effective date of termination of this Agreement or within ten days of a request for termination of a data access service as described in section 3.e., Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but

not limited to training and configuration materials, if any, and logon account information; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF; LIABILITY.** Subscriber acknowledges that the Court, SCAO, SCAO'S licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Agreement are not specifically enforced and that the Court, SCAO, SCAO'S licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, SCAO, SCAO'S licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, SCAO, SCAO'S licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, SCAO, SCAO'S licensors, and DCA for reasonable attorneys fees incurred by the Court, SCAO, SCAO'S licensors, and DCA in obtaining any relief pursuant to this Agreement.

**9. INDEMNIFICATION.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and set forth in the Policies & Notices. The Court reserves the right to terminate this Agreement immediately and/or temporarily suspend Subscriber's approved Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system. Monthly fees, if any, shall be prorated only for periods of suspension or upon termination of this Agreement.

**11. ACKNOWLEDGMENT BY INDIVIDUALS WITH ACCESS TO COURT RECORDS UNDER THIS AGREEMENT.** To effect the purposes of this Agreement, Subscriber shall advise each individual who is permitted to use and/or access Court Records under this Agreement of the requirements and restrictions in this Agreement and shall require each individual to acknowledge in writing that the individual has read and understands such requirements and restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of this Agreement and shall provide the Court with access to, and copies of, such acknowledgements upon request.

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Agreement.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in applicable Policies & Notices. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Court Data Services on a temporary basis and/or immediately terminating this Agreement.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a period of one year following termination of this Agreement, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Agreement without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Court Data Services, Court Confidential Information, or trade secret information of the SCAO and its licensors where such persons violate the provisions of this Agreement, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Agreement or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the State shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Agreement without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Agreement for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** SCAO may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Agreement as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A

PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, SCAO, SCAO'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, SCAO, SCAO'S licensors, or DCA. Neither Subscriber nor the Court, SCAO, SCAO'S licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Court Data Services, Policies & Notices, and Request Forms, section 3 regarding Request Forms, and in sections 13 and 14 regarding notices of or modification of fees, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither party shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which Subscriber may be merged, acquired or consolidated or which may purchase the entire assets of Subscriber.

**22. GOVERNING LAW.** This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Except as otherwise expressly provided in section 2 regarding Court Data Services, Policies & Notices, and Request Forms, section 3 regarding Request Forms, and in sections 13 and 14 regarding fees, any amendments or modifications to this Agreement shall be in writing signed by both Parties.

**25. MINNESOTA DATA PRACTICES ACT APPLICABILITY.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided under this Agreement; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement in duplicate, intending to be bound thereby.

1a. **SUBSCRIBER**  
Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Name (typed) \_\_\_\_\_

Title \_\_\_\_\_

Office \_\_\_\_\_

2. **The Court**

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

Name (typed) Dean Buker

Title ITD Deputy Director

Office Information Technology Division of  
State Court Administration

The following signature required when  
Subscriber is a Minnesota State Agency  
as defined in M.S. §16C.02 subd. 2:

1b. **COMMISSIONER OF  
ADMINISTRATION, STATE OF  
MINNESOTA**  
delegated to materials Management  
Division

By \_\_\_\_\_  
(SIGNATURE)

Date \_\_\_\_\_

By \_\_\_\_\_  
James D. Verbrugge, City Manager

Date \_\_\_\_\_

\_\_\_\_\_  
Gene Winstead, Mayor

Date \_\_\_\_\_

\_\_\_\_\_  
Reviewed & Approved by the Bloomington City Attorney



