

JOINT POWERS AGREEMENT/ New World Systems Aegis Justice Link (AJL) Regional Data Sharing

SECTION 1 INTER-GOVERNMENTAL JOINT POWERS AGREEMENT

This Agreement "Intergovernmental Joint Powers Agreement" is entered into pursuant to South Dakota State Constitution, Article IX, Section 3 and the provisions of Chapter 1-24. This Multi-Agency Law Enforcement Joint Powers Agreement ("Agreement") is entered into on this day of _____, 20____ between the parties listed below.

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SECTION 2 PURPOSE OF THE AGREEMENT

This Agreement is entered into to provide for joint powers between the agencies and the areas of law enforcement that are parties hereto and any future parties, to ensure maximum cooperation between the parties, and to clarify their respective roles and responsibilities relating to the New World Systems Aegis Justice Link (AJL) regional data sharing software.

1) PARTIES

Rapid City Police Department, Pennington County Sheriff's Office, Meade County Sheriff's Office, Sturgis Police Department, Spearfish Police Department and Lawrence County Sheriff's Office, in consideration of the mutual covenants and conditions contained herein hereby enter into this Agreement for joint exercise of power as public agencies under the following terms and conditions.

2) TERM

This Agreement shall take effect on the date it is approved and signed by all parties. The term of this Agreement shall be five (5) years or until otherwise terminated by the agencies as provided herein.

3) FINANCING

Each party shall be responsible for the costs of equipment maintenance, personnel and services required in the course of this Agreement. The parties shall also be individually responsible for the costs associated with their employees and agents to participate in the coordination and management of the system under this Agreement.

4) TERMINATION

Any party to this Agreement may terminate its participation and obligation under this Agreement by providing to all other parties thirty (30) days written notice of such. Any agency that is a party to the initial 2006 startup that wishes to terminate its participation and obligation under this

Agreement, within the first three years of the agreement taking effect shall return the AJL server provided by the DHS 2005 grant to the Pennington County Sheriff's Office within 10 days of the termination taking effect.

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5) CONTROL OF PROPERTY

Property provided (servers and software, etc.) under this Agreement shall be controlled by the parties, in the following manner.

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A) Each party, shall retain title, ownership and control of all property under this Agreement with the exception provided in provision four (4) above. Each party shall be responsible for any loss or damage to property provided to it under this Agreement.

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B) Each Party, shall be responsible for maintaining both the physical security at the AJL server location and the hardware/software security (virus protection and network firewall protection, etc.).

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C) Each party, shall be responsible for maintaining AJL server connectivity to the Internet.

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D) Each party, shall maintain AJL user security.

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6) ADMINISTRATION

The joint activity of the AJL system shall be governed by the same rules as the National Crime Information Center NCIC with regard to the release of information obtained from the AJL system. Under no circumstances will data from other agencies be released to agencies outside those recognized as part of the Aegis Justice Link System. Subpoenas for information shall be handled only by the owning agencies of the data.

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Annual maintenance costs shall be equally distributed among the parties who own licenses.

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Additional agencies may become parties to this Agreement in the future. Other agencies desiring to join the AJL system will be responsible for all costs related to changes to the interface incurred by it and/or for a proportional share of the costs incurred by other agencies already a party to this Agreement.

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Meetings to discuss changes or improvements to the AJL system shall be scheduled on an "as needed" basis. Parties shall participate in these meetings whether by conference call or in person.

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Modification of this Agreement may be made at any time during its effective period only upon timely notification to all parties along with the written consent and agreement of all parties, their successors or their duly appointed representatives.

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No separate legal or administrative entity is created by the terms or conditions of this agreement.

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7) APPROVAL BY GOVERNING BODY

By the signature of their representative(s) below, each agency certifies that approval of this Agreement by ordinance, resolution or other appropriate means has been obtained by that agency's governing body or officer pursuant to SDCL § 1-24-3.

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8) GOVERNING LAW

The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

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9) INVALID SECTIONS

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any portion of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

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(This agreement needs to be approved by Council and signed by the Mayor and Finance Officer)

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Deleted: This agreement shall be governed and construed according to SDCL Chapter 1-24 and other applicable South Dakota laws.

Sheriff Don Holloway
Pennington County Sheriff's Office

Chief Craig Tieszen
Rapid City Police Department

Sheriff Ron Merwin
Meade County Sheriff's Office

Chief Jim Bush
Sturgis Police Department

Sheriff Richard E. Mowell
Lawrence County Sheriff's Office

Chief Pat Rotert
Spearfish Police Department

CITY OF RAPID CITY

By: Mayor

ATTEST:

Finance Officer

(SEAL)