

Thank you for choosing PATROL for your law enforcement agency (Agency). To complete your PATROL subscription, this agreement (Agreement) must be signed by the appropriate person on behalf of your Agency, and returned to the League of Minnesota Cities Insurance Trust (LMCIT) by email (<u>patrol@lmc.org</u>) or fax (651-215-4155).

## <u>PLEASE NOTE: As of the date of this agreement, your PATROL subscription will automatically</u> renew each year on January 1 unless the Agency cancels its subscription in writing by the previous December 1.

If you have any questions about your PATROL subscription, please contact Kristen LeRoy at patrol@lmc.org or 651-281-1268.

## LMCIT and the Agency agree to the following terms and conditions:

- I. This Agreement is entered into between the Agency and LMCIT.
- II. The individual signing this Agreement is authorized to do so on behalf of his or her Agency.
- III. All named law enforcement officers on the Agency's PATROL roster will have access to PATROL. The annual PATROL subscription fee will be based on the number of individuals on the roster as of December 1 of the previous calendar year.

The Agency must annually confirm the roster of enrolled officers by December 1, in accordance with instructions that LMCIT will annually provide.

IV. The Agency will be invoiced an annual fee per student, based on the Agency's enrollment and membership status as of December 1. Current rates are provided with this Agreement, but may be amended from time to time in the sole discretion of LMCIT, provided that LMCIT will provide the Agency with a notice of any change in the following year's rates by June 1 of the preceding year.

As of the date of this agreement, an invoice will be sent to the Agency following receipt of the updated roster and a signed copy of this Agreement. Thereafter, the annual invoice for subscription renewal will be sent to the Agency following receipt of the updated roster.

My law enforcement agency is (check one):

 $\Box$ 

- A member of the League of Minnesota Cities Insurance Trust (LMCIT) or the Minnesota Counties Intergovernmental Trust (MCIT) (subscription rate is \$90 per officer per year).
  - A member of the League of Minnesota Cities (LMC) or the Association of Minnesota Counties (AMC) but <u>not</u> a member of LMCIT or MCIT (subscription rate is \$100 per officer per year).
- Not a member of the LMCIT, LMC, MCIT, or AMC (subscription rate is \$115 per officer per year).



- V. Additions, deletions, and transfers of individual personnel made during the course of any calendar year will not affect the annual fee charged for that year. However, if the Agency decides to expand the availability of PATROL to a division or other group of people within the Agency during the course of any calendar year, the annual fee will be increased on a pro rata basis for the remaining months in the year to reflect the increase in the subscription base.
- VI. This Agreement will automatically renew each year and will be in effect unless one of the following occurs:
  - a. LMCIT receives written notice of cancellation from the Agency by December 1;
  - b. The Agency dissolves or merges with another law enforcement agency; or
  - c. LMCIT in its sole discretion determines to discontinue or limit the availability of PATROL, provided that LMCIT will return a pro rata share of that year's annual subscription fee to the Agency based on the number of months in that year the Agency does not have access to PATROL because of LMCIT's action.
- VII. The Agency acknowledges that PATROL is not a substitute for competent and timely legal advice and that PATROL cannot and does not take into account all aspects of a particular fact situation. While LMCIT endeavors to make PATROL as accurate as possible, there are several reasons beyond LMCIT's control why the accuracy of PATROL information cannot be guaranteed. These include but are not limited to the following:
  - a) The delivery format and time spent on topics through PATROL does not allow for a detailed discussion of subtle legal issues that could turn out to be important in a particular law enforcement situation.
  - b) Laws can change without notice to LMCIT, individuals developing PATROL content and materials, or PATROL subscribers.
  - c) Future legal decisions may depart from current precedent outlined through PATROL.
  - d) Individuals using PATROL may not understand the intended meaning of the course materials.

Because of these limitations and as a condition of subscribing to PATROL, the Agency, and its officers, employees, and agents, hereby waive any and all claims related to the use of PATROL or reliance on PATROL content and materials. The Agency agrees not to bring a claim or lawsuit against the League of Minnesota Cities Insurance Trust, its employees, officers, agents, board members, contractors, subcontractors or affiliates, arising in any way out of reliance on information provided through PATROL.



VIII. I understand that timely and accurate legal advice is important to supplement PATROL material. I would like my law enforcement agency's legal advisors and prosecutors to see the information provided by PATROL, free of charge. Please send them a copy of PATROL legal briefs each time a new one is released.

Legal Advisor's Name	Legal Advisor's Email	Legal Advisor's Title

- IX. From time to time LMCIT may be asked by other law enforcement agencies for a list of PATROL participating entities. The Agency agrees its name may be released as a PATROL participant upon such inquiry.
- X. The Agency acknowledges that this Agreement does not grant it any ownership or other legal interest in PATROL or PATROL materials.
- XI. Nothing in this Agreement creates any right in any person not a party to it. Neither the Agency nor LMCIT waives any immunity from or limitation on liability to which either or both are entitled under law.
- XII. LMCIT may modify the terms of this Agreement by providing written notice to the Agency by November 1 of any year, in which case the modifications may take effect no sooner than the next January 1.

Agency Name:
Name of Authorized Signer:
Title of Authorized Signer:
Authorized Signature:
Authorized Signature:
Date:
Email:
Phone:

Completed form must be emailed to <u>patrol@lmc.org</u> or faxed to 651-215-4155.