

STANDARD SERVICES AGREEMENT

THIS AGREEMENT is made on July 8, 2025 by and between **LYNN LEMBCKE**, identified in Exhibit A ("Contractor") and the **CITY OF BLOOMINGTON, MINNESOTA**, located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431-3027 ("City").

In consideration of the terms and conditions expressed herein, the City and Contractor agree as follows:

1. The services, payment, term, and termination shall be as identified in Exhibit A. The maximum term, including auto-renewals, shall not exceed five years. City shall provide payment within 30 days of an invoice from Contractor.
2. Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, volunteers and employees from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney's fees, arising out of, resulting from, or related to, the Contractor's (including its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors) performance of this Agreement. City does not waive any immunity or limitation on liability pursuant to Minnesota Statutes Chapter 466.
3. Contractor is not an employee, partner, agent, or representative of the City. Contractor is an independent contractor.
4. This Agreement and the attached Exhibit A represent the entire agreement between the parties, and can only be modified by mutual written agreement of the parties. City's use of the services under this Agreement is not acceptance of any additional terms or conditions. In the case of a conflict, the terms of this Agreement supersede Exhibit A. The parties agree this is a non-exclusive agreement.
5. Contractor shall not assign or subcontract this Agreement without the City's prior written consent.
6. Contractor shall maintain reasonable insurance and shall provide a certificate of insurance to the City on request.
7. This Agreement shall be governed by the laws of the State of Minnesota, with venue in Minnesota's Fourth Judicial District, Hennepin County. Contractor shall comply with all applicable federal, state and local laws, rules, ordinances and regulations including but not limited to Minnesota Statutes Sections 16C.05, subd. 5, and 471.425 subd. 4a, Chapters 363A and 13, the Americans with Disabilities Act as amended, and Section 504 of the Rehabilitation Act of 1973. Nothing in this Agreement shall be construed to require the City to act inconsistently with the law. Parties agree to submit all disputes to mediation at the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. If mediation is unsuccessful, then the parties may exercise their legal or equitable rights.
8. Nothing in this Agreement or Exhibit A shall authorize Contractor or anyone else to initiate ACH debit/credit entries, adjustments, or auto-pay.
9. This Agreement may be executed electronically and by counterparts, each of which shall be deemed an original but taken together constitute one instrument. Counterparts may be exchanged by electronic transmission.

IN WITNESS WHEREOF, the City and the Contractor have caused this Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

CITY OF BLOOMINGTON, MINNESOTA

DATED: July 8, 2025

Signed by:
BY: Booker T. Hodges
Booker T. Hodges

Its: Chief of Police
Reviewed and approved by the City Attorney

DocuSigned by:
Melissa J. Manderschied
City Attorney

CONTRACTOR

DATED: July 7, 2025

DocuSigned by:
BY: Lynn Lembcke
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Lynn Lembcke, llembckeconsulting@outlook.com

Its: Owner

EXHIBIT A



Lynn Lembcke Consulting

llembckeconsulting@outlook.com

20901 Jenkins Way, Lakeville, MN 55044
(952) 451-4566

June 12, 2025

This letter serves as a Letter of Agreement between the Bloomington Police Department and Lynn Lembcke Consulting for an audit of portable recording system data to confirm Bloomington Police Department's compliance with Minn. Stat. §§ 13.825 and 626.8473 regarding Body Worn Cameras (BWCs).

Lynn Lembcke Consulting makes no representation regarding the sufficiency of the procedures identified below either for the purpose for which the agreed-upon procedures report has been requested or for any other purpose.

Upon completion, a written report that identifies the procedures performed and the findings will be provided to the Bloomington Police Department. If, for any reason, I am unable to complete any of the procedures, my report will describe the reason for the limitation, or I will not issue a report and will withdraw from this agreement. You understand that the report is intended solely for the information and use of the Bloomington Police Department and should not be used by anyone other than the specified party.

The audit will consist of determining that:

1. A written policy governing BWC use is maintained and in accordance with Minn. Stat. §§ 626.8473;
2. Access and sharing of the data collected by BWC's in in accordance with statutes;
3. The data collected by BWCs are appropriately classified;
4. The data collected by BWCs are appropriately retained and destroyed in accordance with statutes;
5. A record is maintained and available to the public identifying the total number of devices owned or maintained; a daily record of the total number of recording devices actually deployed and used by officers; the policies and procedures for use of the BWCs required by section 626.8473; and the total amount of recorded audio and video data collected and maintained, the retention schedule and the procedures for destruction of the data;
6. Records are maintained showing the date and time BWC data were collected and the applicable classification of the data;

7. The data collected by BWCs is accessible to data subjects; and
8. Data stored by a vendor in the cloud protects the data in accordance with security requirements of the United States Federal Bureau of Investigation Criminal Justice Information Services Division Security Policy.

If items come to my attention that contradict the Bloomington Police Department's compliance with Minn. Stat. §§ 13.825 and 626.8473 regarding BWCs, those items will be disclosed in my report.

You are responsible for, and agree to provide me, with access to all information that is relevant to perform the agreed-upon procedures, additional information that I may request, and unrestricted access to obtain evidence relating to performing those procedures.

The documentation regarding this audit will be retained by Lynn Lembcke Consulting for a period of seven years after the date the report is issued and available for access by appropriate government agencies.

The agreed upon fee for this audit is \$3,750 and is payable upon completion of the final report.

Thank you for the opportunity to provide this service to the Bloomington Police Department. If you agree with the terms of this Letter of Agreement, please sign below and return to me.

Sincerely,



Lynn Lembcke

/ll

This Letter of Agreement sets forth the understanding of the Bloomington Police Department.

Booker T. Hodges, Chief of Police

Date