RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

Presented by_____

1 WHEREAS, the City of Saint Paul, Police Department is authorized to enter into the attached Joint
2 Powers Agreement with the State of Minnesota, acting through its Commissioner of Public Safety, Bureau
3 of Criminal Apprehension (BCA), Minnesota Justice Information Services to create and assist the State in
4 implementing eCitation transmission into BCA's eCharging system, and
5
6 WHEREAS, a 2011 financing and spending plan needs to be established for these funds; and
7
8 WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify
9 that there are available for appropriation funds of $30,000 in excess of those estimated in the 2011 budget;
10 and
11
12 WHEREAS, the Mayor recommends that the following addition be made to the 2011 budget:
13
14 **2100 (436) Police Special Fund - Accounting Unit 1034258 (34258)**

Account(Object Code)		CURRENT BUDGET	CHANGES	AMENDED BUDGET
Spending Changes				
50235 (0299)	Other Misc Service		30,000	30,000
	TOTAL:	0	30,000	30,000
Financing Changes				
42920 (4398)	Services - Special Projects	-	30,000	30,000
	TOTAL:	0	30,000	30,000

24 THEREFORE BE IT RESOLVED, that council authorized the City of Saint Paul to enter into, and Chief
25 Tom Smith to implement the attached agreement which includes an indemnification clause; and.
26
27 THEREFORE BE IT RESOLVED, that the Saint Paul City Council approves these changes to the 2011
28 budget.

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

Requested by Department of:

Police

By: _____

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____

STATE OF MINNESOTA
JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services ("State") and the City of St.Paul, St. Paul Police Department ("Governmental Unit").

Recitals

1. Under Minn. Stat. § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary.
2. Under Minn. Stat. § 299C.65, the Commissioner of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services is responsible for the developing methods and tools for statewide criminal justice information system integration.
3. While various other Criminal Justice agencies at state and local government levels are working to prepare their individual information systems for the integration process, it is the State that is building the infrastructure required to integrate those systems.
4. The State is in need of professional/technical service to assist the State in developing an eCitation adapter for the BCA eCharging system, then moving their current Minnesota agencies to submit charging documents directly to the BCA eCharging system.
5. The Governmental Unit has an executed State of Minnesota – Department of Public Safety Bureau of Criminal Apprehension – Master Joint Powers Agreement with the State for Criminal Justice Information.

Agreement

1 Term of Agreement

1.1 *Effective date*: May 2, 2011, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 *Expiration date*: September 30, 2011, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

For this project, the Governmental Unit will work with their Record Management System (RMS) vendor to create an adaptor that will meet the Minnesota (MN) Bureau of Criminal Apprehension (BCA) specifications to establish bidirectional communication between the Governmental Unit and the MN BCA systems of; Comprehensive Incident-Based Reporting Service (CIBRS) and Name Event Index Service (NEIS).

Provide the State with professional/technical services to assist the State in completing St. Paul Police Department's adapter development and agency installation of eCitation submission directly to BCA's eCharging System.

To perform these services and tasks for the State, the Governmental Unit will be responsible for providing the following:

1. Perform and provide the State with all services and tasks specified in Exhibit A, titled "Statement of Work for BCA eCitation Project", which is attached and incorporated into this contract.

2. Assign and provide a project manager/administrator, a lead programmer, and other needed resource to work on the project. These individuals assigned to this project by the Governmental Unit will be identified to BCA and may not be changed or replaced without the written approval of the State's Authorized Representative of this contract.

3. The Governmental Unit's Project Manager for this project is required to provide the State's Authorized Representative of this contract with biweekly written status reports on all progress towards completing project deliverables specified in this contract and its exhibits.

4. Perform and provide all services, tasks, and deliverables for this project to the State in accordance with the "State of Minnesota Enterprise Architecture" available to the Contractor on website http://mn.gov/oet/policies-and-standards/enterprise-architecture/index.jsp ; in accordance with the Department of Public Safety's Security Architecture and the State of Minnesota "Non Visual Access Standards", labeled Exhibits B and C which are attached and incorporated into this contract, and in accordance with the "Minnesota Office of Technology's Minnesota Electronic and Information Technology Accessibility" guidelines available to the Contractor on website http://mn.gov/oet/policies-and-standards/accessibility/index.jsp

3 Payment & Consideration

The State will pay for all services performed by the Governmental Unit under this agreement as follows:

3.1 The Governmental Unit will be paid not more than $30,000.00 in accordance with the budget breakdown specified in Exhibit A of this contract for deliverables by component received and accepted by the State.

3.2 The Governmental Unit will submit itemized invoices in arrears to the State's Authorized Representative of this agreement not more often than monthly and within 30 days of the period covered by the invoice for work satisfactorily performed and completed on this project. The State agrees to reimburse the Government Unit in accordance with the project and payment schedule, in accordance with the Approved Project Budget stated above.

4 Authorized Representatives

The State's Authorized Representative is <u>Paul Schoen , Project Manager, 1430 Maryland Avenue East, St. Paul, MN 55106, 651-793-2706</u>, or his/her successor.

The Governmental Unit's Authorized Representative is <u>Commander Matt Bostrom, 367 Grove Street , St Paul, MN 55101, 651-266-5764,</u> or his/her designee.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 *Assignment.* The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

5.2 *Amendments.* Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

5.3 *Waiver.* If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

5.4 *Contract Complete.* This agreement contains all negotiations and agreements between the State and the Governmental Unit. 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. The Minnesota Torts Claims Act, Minn. Stat. §3.736 and other applicable laws govern that State's liability.

7 State Audits
Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement.

8 Government Data Practices
The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and Minn. Stat. Ch. 299C.40, as they apply to all data provided by the State under this agreement, and as they apply to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit 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 Governmental Unit or the State.

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

10 Termination
10.1 *Termination.* The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 *Termination for Insufficient Funding.* The State 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 or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not 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. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

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1. STATE ENCUMBRANCE VERIFICATION
*Individual certifies that funds have been encumbered as
required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: _Gary Johnson_

Date: _4/8/11_

CFMS Contract No. _B55035_

2. GOVERNMENTAL UNIT
The Governmental Unit certifies that the appropriate person(s)
have executed the agreement on behalf of the Governmental Unit
as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _Chief of Police_

Date: _____

By: _____

Title: _City Attorney_

Date: _____

By: _____

Title: _Director, FSO_

Date: _____

3. STATE AGENCY

By: _____
    (with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

Exhibit A
STATEMENT OF WORK
FOR BCA eCITATION PROJECT

Project Overview
The Bureau of Criminal Apprehension (BCA) of Minnesota Department of Public Safety (STATE) requires professional technical services to create and assist that State in implementing eCitation transmission into BCA's eCharging system.

The adapters to be developed are to be used to facilitate the submission of citation data to the MN BCA with additional data fields to feed the MN BCA's eCharging systems.

Goal
The goals of this project are to:
1. Develop adapter(s) for data submission from their citation system to the State.
2. Test and certify initial adapter(s) and data submission to the State.
3. Implement adapter(s) with a designated Agency served by the Governmental Agency as instructed by the State.

The Governmental Agency for this project will work closely with BCA staff and a designated local Agency they serve to ensure all deliverables are met.

For this project, as specified above, the governmental agency will:
1. Develop an adapter to MN BCA specifications to facilitate bidirectional communication between the Governmental Agency's citation system and the BCA, and the State.

Governmental Agency will not charge any other agency, who is a current user of Governmental Agency's RMS at the time of this agreement for development costs covered under this agreement. However, the Governmental Agency may charge reasonable implementation cost to that agency at the time the agency adds the additional features as stated in this agreement.

This Contract covers a one-time development effort for the Governmental Agency to provide eCitation functionality to their current eCitation customer base. If the Governmental Agency makes future major modifications to their software the state expects the Governmental Agency to continue to supply eCitation functionality with the new software release(s).

2. Test and certify the adapter according to the eCharging pilot testing protocol and schedule as specified by the BCA. (See Section 2.3 of this Statement of Work for additional information).

   2.1 Implement and support the adapter in eCharging pilot mode in Minnesota designated Agency submitting electronic citations to court as directed by the BCA. (See Section 2.3 of this Statement of Work for additional information).

   2.2 In addition, the Governmental Unit will:
   A. Complete the development and testing of the adapter(s) as specified in this agreement by September 30, 2011.

   2.3 For this project, the BCA will provide the following to the Governmental Agency:
   A. BCA specifications to be used in the creation of Governmental Agency's adapters:
   * Minnesota Criminal Justice Event (MCJE) Schema Version 3.3.5 (most recent release candidate) or a subsequent version mutually agreed upon by the respondents and the State's and the Governmental Unit's Authorized Representatives
   * Adapter Business Rules and Mappings

B. A testing environment to test the adapter(s) bidirectional communication with eCharging
C. A schedule for coordinating adapter testing with the respondent.
D. Personnel to assist with diagnosing/resolving technical testing issues as deemed necessary.
E. Personnel to work with the respondent to determine if the respondent's adapter is acceptable.

2.4 The State will NOT provide:
A. Resources to test RMS or CMS applications. The Governmental Unit's Contractor is responsible for these testing activities.
B. Training on the RMS or CMS user adaptor modifications – the Governmental Unit is responsible for these training activities.

2.5 Payment & Consideration; the State will pay for all deliverables on a reimbursement basis.

3. Development Requirements, respondent's electronic citation system adapter will:
3.1 eCharging:
Submit citation (and warnings) data, including officer notes to eCharging
Custody status, if available
Pass MCJE schema validation rules
Pass eCharging business validation rules for submission
Pass BCA/Court testing plans
Add database and UI capabilities for information required to pass validation.
Return eCharging validation error messages to users
Submit updates to citations, such as error corrections, to eCharging
Poll eCharging to receive citation status, and resubmit updated citations for ones rejected by MNCIS

3.2 Testing requirements:
Submit at least 30 different citations (including examples of warnings) to the eCharging test server that are derived from real citations
Changes from the original data should be identified.
Citations should be very diverse, and include speeding, drunk driving, and several charges on one ticket,

3.3 Implementation requirements:
Governmental Agency will implement this adapter at the designated Agency as part of this project. Implementation is considered successful when a citation can be submitted from the Agency, to eCharging, to Court, resulting in acceptance by MNCIS.

	Deliverables by Component	Total Cost Per Deliverable	Estimated Completion Date
1.	Develop eCitation Adapter	$15,000.00	July 30, 2010
2.	Test and Certify Adapter	$10,000.00	August 14, 2010
3.	Complete the installation at all of Governmental Agency's agencies	$ 5,000.00	September 30, 2010
	TOTAL	$30,000.00	

Note: These are estimated completion dates. Project dates will be updated and agreed upon by the

St. Paul Police Department and BCA Project Managers after project kick-off.

Project Control, Reporting and Monitoring
Risk/Contingency Management: Risks in executing this project will be dealt with as early as possible by mitigation or avoidance as appropriate. Risk mitigation involves taking steps as early as possible to prevent a risk event from occurring, while continuing to execute the project plan. Risk mitigation may include reordering tasks. Risk avoidance may cause the project plan to be modified in order to prevent a risk event from occurring. Risk avoidance may include changing requirement or changing the system configuration.

Issue Management: Issues will be managed using a closed-loop tracking process that includes identification of the issue, assigning a responsible person, assigning a due date, collecting status updates, and closing the issue when it is resolved. An Issue/Action Item list will be created, maintained, and published by the Governmental Agency.

Change Management: Changes to the project and/or documentation generated by the Governmental Agency will be managed in accordance the BCA's Change Management process. A description of the process will be provided to the Governmental Agency at the start of the project.

Communication Management: Communication for this project includes: meetings, status reports, teleconferences, and special communications as appropriate. These communications will be documented and managed by the Governmental Agency. Copies of meeting notes, teleconference minutes, or special communications will be distributed via email to all project participants and the State's project manager assigned to this project.

The Governmental Agency's project manager and assigned resources will be responsible for creating all project management, source code, testing artifacts, and technical documentation for the project. Sign-off will be required on these documents by the appropriate State's project team members assigned by the State to this project.

The Governmental Agency is required to submit status reports every other Friday to the State's Project Manager assigned to this project. The format and a template of the status report will be provided by the State's Project Manager to the Governmental Agency's project manager at the start of the project.

Exhibit B
Department of Public Safety's Security Architecture

Minnesota Department of Public Safety divisions and their vendors should be aware of the department's security architecture when designing and/or implementing applications or installing network devices on departmental resources.

Web Based Applications and/or Servers

Web Based Applications should be based upon Microsoft Internet Information Server unless there is compelling business needs to use some other Web Server environment.

Web Servers will be installed on a separate and isolated Ethernet network segment behind a departmental firewall.

Web Servers must not host Applications. Applications must reside on a separate Application Server on a separate and isolated Ethernet network segment behind a departmental firewall.

The departmental network is TCP/IP based.

As the default profile of the firewall is to deny all incoming and outgoing traffic, DPS divisions and/or their vendors must provide all source and destination addresses, port numbers, and protocols required for network communications. In addition, they must provide a written business need for the network communications.

Database Applications and/or Servers

Database Applications should be based upon Microsoft SQL Server unless there are business needs to use some other Database Server environment.

Database Servers will be installed on a separate and isolated Ethernet network segment behind a departmental firewall.

The departmental network is TCP/IP based.

As the default profile of the firewall is to deny all incoming and outgoing traffic, DPS divisions and/or their vendors must provide all source and destination addresses, port numbers, and protocols required for network communications. In addition, they must provide a written business need for the network communications.

Email Based Applications and/or Servers

DPS divisions and/or their vendors are encouraged to use the department's email system where appropriate.

Email Based Applications should be based upon Microsoft Exchange Server unless there is compelling business needs to use some other Web Server environment.

Email Servers will be installed on a separate and isolated Ethernet network segment behind a departmental firewall.

The departmental network is TCP/IP based.

As the default profile of the firewall is to deny all incoming and outgoing traffic, DPS divisions and/or their vendors must provide all source and destination addresses, port numbers, and protocols required for network communications. In addition, they must provide a written business need for the network communications.

Applications and/or Application Servers

DPS divisions and/or their vendors will need to discuss with the departmental Security Manager as to the appropriate placement of applications and application servers.

Data Privacy

Since some departmental data is classified as "Not Public" data, this type of data must be protected during transport across public networks and possibly in storage.

The department has implemented Virtual Private Network (VPN) technology to aid in the transport of private data.

Contact the departmental Security Manager for discussions on the use of this technology.

Vendor Remote Access

Remote vendor access for technical support will occur when there is a valid business need, through a secured and monitored VPN. If persistent access is required, the VPN will use two-factor authentication. If one time access is required, VPN access may be granted using a strong password. This remote VPN access shall be limited by the firewall and/or VPN server to the specific protocols, ports, and servers needed.

Vendor staff may be required to undergo a background criminal history check in accordance with DPS Policy #5100 Information Resources Security and Acceptable Use.

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Exhibit C

2007 Minnesota Statutes

16C.145 NONVISUAL TECHNOLOGY ACCESS STANDARDS.

(a) The commissioner shall develop nonvisual technology access standards. The standards must be included in all contracts for the procurement of information technology by, or for the use of, agencies, political subdivisions, and the Minnesota State Colleges and Universities. The University of Minnesota is encouraged to consider similar standards.

(b) The nonvisual access standards must include the following minimum specifications:

(1) that effective, interactive control and use of the technology including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;

(2) that the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

(3) that nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and

(4) that the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

(c) Nothing in this section requires the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

History: *1998 c 366 s 27; 1999 c 250 art 1 s 54*

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