

02-15974-I

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 the Governmental Unit to work with the Government Unit's Record Management System (RMS) vendor or in-house staff 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).
5. The Governmental Unit has an executed State of Minnesota – Department of Public Safety Bureau of Criminal Apprehension – CIBRS User Agreement with the State.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** October 1, 2010, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 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).

The adapter to be developed by the Governmental Unit's vendors for this project is to be used to facilitate the submission of incident data to the MN BCA with additional data fields to feed the MN BCA CIBRS and NEIS.

This project requires four deliverables:

1. Develop adapter(s) for data submission from the Governmental Unit to the State.
2. Test and certify Governmental Unit's adapter(s) and data submission to the State.
3. Implement adapter and data submissions to CIBRS and NEIS Production systems.
4. Submit to the State a bulk load of RMS data from the Governmental Unit from a date to be agreed to by both parties in a format directed by the State for insertion into the CIBRS and NEIS systems.

All tasks, services and deliverables for this project must be provided by the Governmental Unit's vendor(s) in accordance with the Department of Public Safety's Security Architecture attached and incorporated into this agreement, and in accordance with the State of Minnesota Enterprise Technical Architecture available on the website: <http://www.state.mn.us/portal/mn/jsp/content.do?subchannel=536891918&programid=536911145&id=-536891917&agency=OETweb>;
 in accordance with the Minnesota Office of Technology's Minnesota Electronic and Information Technology Guidelines, available on the website: <http://www.state.mn.us/portal/mn/jsp/content.do?id=-536891917&contentid=536880882&contenttype=EDITORIAL&programid=536911233&id=-536891917&agency=OETweb> and in accordance with the State of Minnesota's Non-Visual Access Standards also attached and incorporated into this agreement.

2.1 For this project, as specified above, the Governmental Unit will work their RMS vendor or internal staff to:

A. Develop by February 1, 2011 an adapter to MN BCA specifications to facilitate bidirectional communication between the Governmental Unit's RMS utilized at the following agencies:

- St Paul Police Department(initial agency)
- White Bear Lake Police Department
- Moundsview Police Department
- New Brighton Police Department
- Maplewood Police Department
- North St Paul Police Department
- Roseville Police Department

Adapter development will be considered complete when:

- 1) The vendor/partner provides the BCA with a sample XML instance generated by the adapter that passes XML validation against the then current MCJE release.
- 2) Notifies the BCA that the adapter is ready for testing, and requests access to the BCA Test Enterprise Service Bus (ESB) environment
- 3) Successfully completes all paperwork and tasks required to connect to the BCA Test ESB from either the development site or the preliminary Government Unit's installation site
- 4) Demonstrate connectivity between the adapter and the BCA Test ESB

In the Governmental Unit's contract with their RMS vendor, the Governmental Unit will stipulate that the RMS vendor may not charge any other agency, who is a current user of the Governmental Unit's systems at the time of this agreement for development costs covered under this agreement if the agency adds these paid for features to their system. However, the Governmental Unit's RMS vendor may charge the implementation cost to that agency at the time the agency adds the additional features as stated in this agreement.

B. Test and certify initial agency by March 1, 2011 the adapter according to the CIBRS testing protocol and schedule, as specified by the MN BCA. (See Section 2.3 of this agreement for additional information).

Certification of Government Unit's adapter will be considered complete when:

- 1) The adapter has been approved for migration to the BCA Test ALSB
- 2) Successfully completes all paperwork and tasks required to connect to the BCA Test ESB from the Government Unit's site
- 3) The adapter developer has demonstrated connectivity to the BCA Test ESB from the preliminary Government Unit's installation site

- 4) The justice partner is able to submit NEIS messages to the BCA Test environment, initiated by the end users of the application that uses the adapter, for 5 consecutive days without communications or business rule errors. At the discretion of the BCA, errors caused by human data entry or infrastructure issues can be discounted.
- 5) The content of the submitted messages recorded in the CIBRS application has been validated by the Government Unit staff.

C. Test and certify remaining agencies to the CIBRS testing protocol by May 1, 2011

D. Implement and support the adapter in CIBRS production mode in the initial agency by March 31, 2011 specified above as directed by the MN BCA. (See Section 2.3 of this agreement for additional information).

Certification of Government Unit's ability to initiate CIBRS messages will be considered complete when:

- 1) Successfully completes all paperwork and tasks required to connect to the BCA Production ESB for each Government Unit RMS installation
- 2) The adapter developer has demonstrated connectivity to the BCA Production ESB from each of the Government Unit's RMS installations
- 3) Each Government Unit is able to submit CIBRS messages to the BCA production environment, initiated by staff of the Government Unit, for 5 consecutive days without communications or business rule errors. At the discretion of the BCA, errors caused by human data entry or infrastructure issues can be discounted.
- 4) The content of the submitted messages recorded in the target application (CIBRS) has been validated by each Government Unit staff

E. Implement and support the adapter in CIBRS production mode in the remaining agencies by June 1, 2011 specified above as directed by the MN BCA. (See Section 2.3 of this agreement for additional information)

F. Test and certify by March 1, 2011 the adapter according to the NEIS pilot testing protocol and schedule as specified by the MN BCA. (See Section 2.3 of this agreement for additional information). Certification of Government Unit's adapter will be considered complete when:

- 1) The adapter has been approved for migration to the BCA Test ALSB
- 2) Successfully completes all paperwork and tasks required to connect to the BCA Test ESB from the Government Unit's site
- 3) The adapter developer has demonstrated connectivity to the BCA Test ESB from the preliminary Government Unit's installation site
- 4) The justice partner is able to submit NEIS messages to the BCA Test environment, initiated by the end users of the application that uses the adapter, for 5 consecutive days without communications or business rule errors. At the discretion of the BCA, errors caused by human data entry or infrastructure issues can be discounted.
- 5) The content of the submitted messages recorded in the target application (NEIS) has been validated by the Government Unit staff.

G. Test and certify remaining agencies to the NEIS testing protocol by May 1, 2011

H. Implement and support the adapter in NEIS production mode in the agency by March 31, 2011 specified above as directed by the MN BCA. (See Section 2.3 of this agreement for additional information).

Certification of Government Unit's ability to initiate CIBRS messages will be considered

complete when:

- 1) Successfully completes all paperwork and tasks required to connect to the BCA Production ESB for each Government Unit RMS installation
- 2) The adapter developer has demonstrated connectivity to the BCA Production ESB from each of the Government Unit's RMS installations
- 3) Each Government Unit is able to submit CIBRS messages to the BCA production environment, initiated by staff of the Government Unit, for 5 consecutive days without communications or business rule errors. At the discretion of the BCA, errors caused by human data entry or infrastructure issues can be discounted.
- 4) The content of the submitted messages recorded in the target application (CIBRS) has been validated by each Government Unit staff

I. Implement and support the adapter in NEIS production mode in the remaining agencies by June 1, 2011 specified above as directed by the MN BCA. (See Section 2.3 of this agreement for additional information).

J. The Government Unit that will perform a bulk load of CIBRS and NEIS data by June 30, 2011 and will be considered complete when:

- 1) Successfully completes all paperwork and tasks required to initiate a bulk load from the Government Unit
- 2) Successfully submits historical CIBRS and NEIS data in the form of MCJE instances to the BCA for bulk load processing
- 3) In cooperation with the Government Unit, reviews bulk load results in the form of BCA ESB Response Messages and determines that a) there were no errors that can be corrected through modifications to the adapter(s) or b) that modifications to the adapter(s) is required and the bulk load must be partially or completely redone; if b), repeat step #2
- 4) The Government Unit confirms that bulk loaded data is complete and accurate when compared to the source RMS data; confirmation will be accomplished using random sampling of bulk loaded data and comparing the bulk loaded data to the originating application data

2.3 For this project, the State will provide the following to the Governmental Unit:

A. MN BCA specifications to be used by the Governmental Unit's vendor in the creation of their adapters:

- Minnesota Criminal Justice Event (MCJE) Schema Version 3.3 (most recent release candidate) or a subsequent version mutually agreed upon by both the State's and the Governmental Unit's Authorized Representatives specified in this agreement
- Event Definitions Document
- Adapter Business Rules and Mappings
- NEIS Service Definitions

B. A testing environment to test the NEIS adapter.

C. A CIBRS Upload Testing Environment for the purpose of testing CIBRS submissions with the submitting agency. Agency staff will need to complete CIBRS certification requirement prior to accessing test environment.

D. Coordinate adapter testing of submissions with the Governmental Unit(s).

E. Personnel to assist with diagnosing/resolving technical testing issues as deemed necessary.

F. Personnel to work with the Governmental Unit to determine if the Governmental Unit's vendor's adapter is acceptable.

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 \$71,000.00 for the necessary and actual costs of developing and testing an adapter for their RMS specified under this agreement, based on the Approved Project Budget stated below:

3.2 Approved Project Budget:

<u>Project Items</u>	<u>Not to Exceed Total Amount</u>
CIBRS and NEIS Adapter Work	
1. Development Costs – Item 2.1 A	9,585.00
2. Testing / Implementation to CIBRS Test Initial Agency – Item 2.1 B	7,987.00
3. Testing / Implementation to CIBRS Test Six Agencies – Item 2.1 C	6,000.00
4. Implement to CIBRS Production Initial Agency - Item 2.1 D	7,987.00
5. Implement to CIBRS Production Six Agencies- Item 2.1 E	6,000.00
6. Testing / Implementation to NEIS Initial Agency - Item 2.1 F	7,987.00
7. Testing / Implementation to NEIS Six Agencies - Item 2.1 G	3,000.00
8. Implement to NEIS Production – Item 2.1 H	7,987.00
9. Implement to NEIS Production Six Agencies – Item 2.1 I	3,000.00
10. Bulk Load of Historical RMS Data (2000 to present) – Item 2.1 J	4,367.00
11. Final Acceptance – 10% of the total amount of this agreement.	7,100.00
Total Project Costs	\$71,000.00

3.3 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 Paul Schoen , Project Manager, 1430 Maryland Avenue East, St. Paul, MN 55106, 651-793-2706, or his/her successor.

The Governmental Unit's Authorized Representative is Commander Matt Bostrom, 367 Grove Street , St Paul, MN 55101, 651-266-5764, 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: *Harry Johnson*

Date: 9/8/10

CFMS Contract No. B48638

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: _____

By: _____

Title: Mayor

Date: _____

By: _____

Title: Director, HREEO

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

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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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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