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 St Paul City Attorney's Office, 15 Kellogg Blvd W, St. Paul, MN 55102, ("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 an adapter that will meet BCA's specifications to establish communication between City and the MN BCA eCharging application.

This contract is limited to the development and implementation of an eCharging adapter between the St Paul City Attorney's Office Case Management System and the BCA. The successful conclusion of this contract will provide a proof of concept to Governmental Unit that eCharging can provide its agencies with a usable and robust criminal complaint workflow service.

Agreement

1 Term of Agreement

    1.1 **Effective date**: <u>February 20, 2012,</u> or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

    1.2 **Expiration date**: <u>June 30, 2012,</u> or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Definitions:

Adapter means the XML technology solution described herein.

BCA or MN BCA means the Minnesota Bureau of Criminal Apprehension.

eCharging - eCharging provides electronic workflow enabling transfer of criminal complaints from prosecutors to law enforcement agencies and the courts; eCharging enables electronic signatures by prosecutors, officers and judges; and electronic notarization of complaints.

MNCIS means MN Court Information System, a web-based district court case record data system.

CMS means the City of St Paul's Case Management System.

3. e-Charging

For this project, Governmental Unit will be responsible for the development of an adapter to be used for the transfer of criminal complaint data and electronic signatures from St Paul through the eCharging system to, the Minnesota State Courts Information System Database (MNCIS). Governmental Unit may develop and provide said adapter using in-house staff or by contracting with a third-party vendor.

This project requires four deliverables:
1. The development of an adapter for data submission from St Paul to the State.
2. Successful testing and certifying the adapter and data submission to the State.
3. Delivery of training and documentation to St Paul by the case management system vendor to

staff.
4. Successful implementation of the adapter in the St Paul eCharging production environment(s).

Upon successful implementation and user acceptance, BCA will provide a deployment plan that will include end user training and account creation for St Paul by the BCA.

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 A and B 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

3.1 To complete the deliverables, Governmental Unit shall:

For this project, as specified herein, the adapter will conform to BCA specifications to enable workflow and transfer of data between St Paul and the eCharging application via the MN BCA Enterprise Service Bus.

By accepting the state's funding to create an eCharging adapter, County agrees to provide the adapter to any Minnesota governmental unit, as defined in Minn. Stat. 471.59, for a reasonable installation fee. The installation fee will include installation, testing, and new services or development resulting from a change in version or configuration from one system to another system.

As applicable and upon request, Governmental Unit will provide a copy of the contract with their third party vendor to the BCA within 30 days of execution of said contract.

A. **Adapter development** will be considered complete when:
1) Provide the BCA with a sample XML instance generated by the adapter that passes XML validation against the then current MCJE release.
2) Notify the BCA that the adapter is ready for testing, and requests access to the BCA Test Enterprise Service Bus (ESB) environment.
3) Successfully complete all paperwork and tasks required to connect to the BCA Test ESB from either the development site or St. Paul's installation site.
4) Demonstrate connectivity between the adapter and the BCA Test ESB. Verifies that the content of the submitted incidents and complaints recorded in the target application (eCharging) have been validated by St. Paul staff
5) Submit criminal complaint data, including probable cause statement, to eCharging for transmission to Court
6) Submits updates of criminal complaint data to eCharging in the event to reflect changes made by users
7) Custody status is available
8) Fingerprinting status is available
9) The adapter passes MCJE schema validation rules
10) The adapter passes eCharging and Court business validation rules for submission
11) St Paul adds databases and UI capabilities for information required to pass validation
12) The adapter returns eCharging validation error messages to users
13) The adapter submits prosecutor charging decision data on incidents to eCharging
14) The adapter filters out of invalid XML characters from submissions

B. Test and certify the adapter according to the eCharging testing protocol and schedule as specified by the MN BCA by April 30, 2012. (See Section 3.2 of this agreement for additional information). Certification of the ability to initiate eCharging complaints will be considered complete when:

1) Successfully complete all paperwork and tasks required to connect to the BCA Test ESB for each installation
2) The adapter has demonstrated connectivity to the BCA Test ESB
3) Submits eCharging complaints to the BCA Test environment without communications or business rule errors in Test to the satisfaction of the MN BCA. At the discretion of the BCA, errors caused by human data entry or infrastructure issues can be discounted.
4) 30 complaints and 10 updated complaints have been successfully submitted to the test environment for eCharging.
5) Successfully pull the court file number down from MNCIS into the CMS.

C. Implement and support the adapter in eCharging production mode at the St Paul City Attorney's Office by June 30, 2012. (See Section 3.2 of this agreement for additional information). Certification of the ability to initiate eCharging complaints will be considered complete when:

1) Successfully completes all paperwork and tasks required to connect to the BCA Production ESB for each installation
2) The adapter has demonstrated connectivity to the BCA Production ESB
3) Submits eCharging complaints to the BCA Production environment without communications or business rule errors in Test to the satisfaction of BCA. At the discretion of the BCA, errors caused by human data entry or infrastructure issues can be discounted.
4) New and updated complaints have been successfully submitted to the production environment for eCharging.

3.2 For this project, the State will provide the following:
  A. MN BCA specifications:
    - Minnesota Criminal Justice Event (MCJE) Schema Version 3.3.4 (most recent release candidate) or a subsequent version mutually agreed upon by both the State's and County
    - Adapter Business Rules and Mappings
    - eCharging Service Definitions
  B. A testing environment to test the adapter
  C. A schedule and coordinate adapter testing.
  D. Personnel to assist with diagnosing/resolving technical testing issues as necessary.
  E. Personnel to determine if the Governmental Unit's vendor's adapter is acceptable.

3.3 The State will NOT provide:
  A. Resources to test CMS application. Governmental Unit is responsible for these testing activities.
  B. Training on the CMS user adapter modifications – Governmental Unit is responsible for these training activities.
  C. Maintenance or ongoing support for the CMS. This is the responsibility of Governmental Unit.

4. **Payment & Consideration**
The State will pay for all services performed by Governmental Unit under this agreement as follows:

4.1 Governmental Unit will be paid not more than $134,400.00 for the necessary and actual costs of developing and testing an adapter under this agreement, based **on the Approved Project Budget stated below:**

Approved Project Budget:

Deliverable	Estimated Payment Date	Payment
Test Complaint submission	April 30, 2012	$67,200
Test Request response	April 30, 2012	$26,900
Notification	May 30, 2012	$26,900
Cleanup	June 30, 2012	$13,400

4.2. 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 shall pay the Governmental Unit Initial Payment amounts as deliverables are completed, as described above.

5. **Authorized Representatives**
    The State's Authorized Representative is Oded Galili, Deputy Director or his successor, 1430 Maryland Avenue East, St. Paul, MN 55106, 651-793-2710, or his/her successor.

    Governmental Unit Authorized Representative is Sara Grewing, City Attorney, 400 City Hall and Courthouse, 15 Kellogg Blvd W, St. Paul, MN 55102, 651-266-8710, or his/her signee.

6. **Assignment, Amendments, Waiver, and Contract Complete**
    6.1 *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.
    6.2 *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.
    6.3 *Waiver.* If the State or the Governmental Unit fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
    6.4 *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.
    6.5 *Severability.* The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

7. **Liability**
    Each party will be responsible for its own acts and behavior or failures to act and the results thereof. The Minnesota Torts Claims Act, Minn. Stat. §3.736 and other applicable laws govern the State's liability. Chapter 466 of the Minnesota Statutes addressing tort liability for political subdivisions of the State of Minnesota governs the Governmental Unit's liability.

8. **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.

9. **Government Data Practices**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

10. **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.

11. **Termination**

11.1 *Termination.* The State or the Governmental Unit may terminate this agreement at any time, for cause, upon 30 days' written notice to the other party.

11.2 *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.
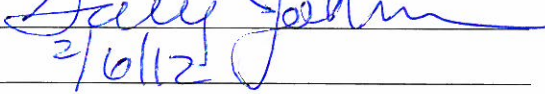
12. **E-Verify Certification (In accordance with Minn. Stat. §16C.075)**

For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

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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: _____

Date: _____

SWIFT Purchase Order No.3000008714_____

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: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
       (with delegated authority)
Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

Exhibit A

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 B

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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