Council File # 11-1048
Green Sheet #

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

Presented by

WHEREAS, the City of Saint Paul, Police Department was authorized to enter into the attached services agreement with the State of Minnesota, Second Judicial District, (CF 11-765) to obtain citation records in electronic format to State's case management system using the Minnesota Court Information System (MNCIS) schema, and

WHEREAS, a 2011 financing and spending plan needs to be established for these funds; and

WHEREAS, the Mayor pursuant to Section 10.07.1 of the Charter of the City of Saint Paul, does certify that there are available for appropriation funds of $30,000 in excess of those estimated in the 2011 budget; and

WHEREAS, the Mayor recommends that the following addition be made to the 2011 budget:

2100 (436) Police Special Fund - Accounting Unit 1034259 (34259)

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

THEREFORE BE IT RESOLVED, that the Saint Paul City Council approves these changes to the 2011 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:

City of Saint Paul

City Hall and Court House
15 West Kellogg Boulevard
Phone: 651-266-8560

Signature Copy

Resolution: RES 11-765

File Number: RES 11-765

Authorizing the Police Department to enter into an agreement with the State of Minnesota, Second Judicial District, to obtain citation records in electronic format.

RESOLVED, that the City of Saint Paul, Police Department is authorized to enter into the attached agreement with the State of Minnesota, Second Judicial District, to obtain citation records in electronic format to State's case management system using the Minnesota Court Information System (MNCIS) schema. A copy of said agreement is to be kept on file and on record in the Office of Financial Services.

At a meeting of the City Council on 4/27/2011, this Resolution was Adopted.

Yea: 7 Councilmember Bostrom, Councilmember Carter III, Councilmember Harris, Councilmember Helgen, City Council President Lantry, Councilmember Thune, and Councilmember Stark

Nay: 0

Vote Attested by Council Secretary Trudy Moloney **Date** _____

Approved by the Mayor Chris Coleman **Date** _____

SERVICES AGREEMENT
BETWEEN
THE STATE OF MINNESOTA, SECOND JUDICIAL DISTRICT,
AND SAINT PAUL POLICE DEPARTMENT
FOR IMPLEMENTATION OF
ELECTRONIC CITATION INTERFACE SYSTEM

THIS SERVICES AGREEEMENT (hereinafter the "Agreement"), and amendments and supplements thereto, is between State of Minnesota, Second Judicial District, address 15 West Kellogg Boulevard, Room 1700, St Paul, MN, 55102 (hereinafter "STATE") and the City of Saint Paul through the Saint Paul Police Department, 367 Grove Street, St. Paul, MN 55101 (hereinafter "AGENCY").

Recitals

The STATE desires to obtain records in electronic format from municipalities within its jurisdiction, specifically the AGENCY in order to minimize STATE data entry burdens. The electronic citation process reflects current integration techniques and principles that are being implemented by the STATE and criminal justice agencies for the exchange of criminal justice data. The AGENCY desires to implement the necessary software and hardware via an interface module to the Brazos records management software suite that would enable the delivery of citation records in electronic format to STATE's ViBES system using the MNCIS schema.

Agreement

Based on the mutual agreements, promises, and covenants contained in this Agreement, it is agreed:

I. DUTIES.

A. AGENCY. The AGENCY shall add necessary software and hardware for an interface module to its Brazos Citation Management system that would enable the delivery of citation records in electronic format to STATE's case management system using the MNCIS schema. AGENCY shall perform its responsibilities as more fully set forth in Appendix A, Statement of Work ("SOW"), which is attached to and made a part of this Agreement.

B. STATE. The STATE shall perform its responsibilities as more fully set forth in

Appendix A, Statement of Work ("SOW"), which is attached to and made a part of this Agreement.

II. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration. As consideration for the delivery of citations in electronic form to the STATE by the AGENCY pursuant to this Agreement, the STATE shall, upon acceptance as provided in Appendix A, pay to the AGENCY a one-time fee of Thirty Thousand dollars (US $30,000.00). The STATE shall not be liable to the AGENCY for any travel, subsistence or administrative expenses of the AGENCY in performing services under this Agreement. It is understood that the amount of the consideration in this section will be used to offset the cost to AGENCY of obtaining and/or developing the interface module and other implementation expenses. Remaining and on-going costs after the first year will be the sole responsibility of AGENCY which shall be responsible for establishing its own separate contract with Brazos Technology. It is also understood that AGENCY will maintain the system for a four year period and continue to provide electronic citations to allow the STATE to recoup its return on investment.

B. Terms of Payment. The STATE shall promptly pay the cost set forth in section II.A. of this Agreement upon the receipt of electronic citations and the approval of acceptance testing described in Appendix A, Section 2 B.

III. TIME REQUIREMENTS. The AGENCY shall comply with all of the time requirements described in this Agreement.

IV. CONDITIONS OF PAYMENT. All services provided by the AGENCY pursuant to this Agreement shall be performed in accord with the AGENCY duties set forth in Section I of this Agreement and all applicable federal, state, and local laws, ordinances, rules and regulations. The AGENCY shall not receive payment for work found by the STATE to be performed in violation of federal, state or local law, ordinance, rule or regulation.

V. TERMS OF AGREEMENT. This Agreement shall be effective upon execution by the State of Minnesota, State Court Administrator's Office, Legal Counsel Division and shall

remain in effect for a period of four (4) years unless terminated or cancelled as provided herein.

VI. CANCELLATION.

A. If through no fault of the STATE acceptance of delivery of electronic citations as defined in section 2.b. of Appendix A has not occurred by June 30, 2011, the STATE may cancel this Agreement and AGENCY shall refund to the STATE any amounts heretofore paid by AGENCY to the STATE hereunder and cancel all outstanding invoices to the STATE hereunder.

B. The STATE or the AGENCY may cancel this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. If the Agreement is canceled without cause by the STATE under this clause, the AGENCY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. If the Agreement is cancelled by AGENCY under this clause, or the STATE cancels this Agreement because AGENCY has failed to continue to provide electronic citations to the State as required hereunder, AGENCY shall pay to the STATE, as liquidated damages and not as a penalty, the amount of: (1) Ten thousand dollars (US $10,000) if termination is made within one year after acceptance as provided in Appendix A; or (2) Forty-five Hundred Dollars (US $4500.) if termination is made more than one year after acceptance as provided in Appendix A but not more than two years after such acceptance; or (3) Fifteen Hundred Fifty Dollars (US $1500.) if termination is made more than two years after acceptance as provided in Appendix.

C. Funds have been encumbered by STATE for payments under this AGREEMENT. The STATE may immediately cancel 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. Cancellation must be by written or facsimile transmission notice to the AGENCY. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the AGENCY 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 cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the AGENCY notice of the lack of funding within thirty (30) days of the STATE'S receiving that notice.

VII. AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this Agreement is Susan Bownes, Traffic Violations Bureau Manager for the Second Judicial District. The Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this Agreement. The STATE may designate a new Authorized Representative upon written notice to the other party as provided herein.

VIII. ASSIGNMENT AND BINDING EFFECT. Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, including any agency or other legal entity into, by or with which the AGENCY may be merged, acquired or consolidated.

IX. AMENDMENTS. Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement, or their successors in office.

X. LIABILITY. The AGENCY and the State agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the State shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.376, and other applicable law. Without limiting the foregoing, liability of the AGENCY shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

XI. CONFIDENTIALITY, DISCLOSURE AND USE. The AGENCY agrees to comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, and the STATE agrees to comply with the Rules of Public Access to Records of the Judicial

Branch, as each applies to all data and records collected, created, received, maintained or generated in accordance with this Agreement. Without limiting the foregoing:

A. Trade secrets; security data. The computer databases, application programs, operating systems software programs and other third party software owned or licensed by the STATE, and related documentation, made available by the STATE to the AGENCY in order to permit the AGENCY to perform its obligations hereunder, are subject to claims of trade secret and copyright ownership by the respective owners and licensors and will be treated by the AGENCY as trade secret information and security information pursuant to Minn. Stat. § 13.37. In addition, the AGENCY will not, except as required in the performance of its obligations hereunder, copy any part of the foregoing or use the same in any way or for any purpose not specifically and expressly authorized by this Agreement. The AGENCY acknowledges that the foregoing are and remain the property of the respective owners and licensors.

B. Marks. The STATE claims that the marks "Total Court Information System," "TCIS," "ViBES," "MNCIS," "CriMNet," "SJIS," and "MARS" are trademarks and service marks of the STATE or of other agencies of the state of Minnesota. The marks "Total Court Information System," and "TCIS" are registered trademarks of the State of Minnesota, State Court Administrator's Office. The AGENCY shall neither have nor claim any right, title, or interest in or use of any trademark, service mark, or trade name owned or used by the STATE or other agencies of the state of Minnesota, and shall not use the same in any way or for any purpose not specifically and expressly authorized by this Agreement.

XII. RIGHTS IN AND TO INFORMATION, INVENTIONS, AND MATERIALS. This is a services agreement. The STATE desires only to receive citations from municipalities in appropriate electronic format to reduce its own data entry burdens. Subject to the ownership of the STATE and its third party licensors set forth in Section XI of this Agreement, the AGENCY shall own all rights, including all intellectual property rights, in all original materials, including any inventions, reports studies, designs, drawings, specifications, notes, documents, software and documentation, electronically or magnetically recorded material, and work in whatever form ("MATERIALS") developed

or created by the AGENCY and its employees individually or jointly with any permitted subcontractor, in the performance of its obligations under this Agreement.

XIII. OTHER PROVISIONS.

A. Publicity. Any publicity released to the public regarding the subject matter of this Agreement must identify the STATE as a sponsoring agency and must not be released without the prior written approval from the STATE'S Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the AGENCY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement. Notwithstanding anything in this Agreement to the contrary, either party may disclose to the public the existence of this Agreement, the parties to the Agreement, and the material terms of the Agreement, including price, projected term, and scope of work.

B. Endorsement. The AGENCY must not claim that the STATE endorses its products or services.

C. Notices. Any written notice hereunder shall be deemed to have been received when: (A) personally delivered; (B) sent by confirmed facsimile transmission or telegram; (C) sent by commercial overnight courier with written verification of receipt; or (D) seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at: (1) if to the AGENCY, at, the address first above given; (2) if to the STATE, at the address first above given, with a copy to Legal Counsel Division, 140 Minnesota Judicial Center, 25 Rev. Martin Luther King Jr., Blvd. St. Paul, MN 55155, facsimile transmission number 651-297-5636; or (3) at such other address of which written notice has been given in accordance herewith.

D. Miscellaneous.

1. The provisions of Sections VI, VII, X, XI, XII, and XIII shall survive any cancellation or termination of this Agreement as shall any other provisions

which by their nature would be intended or expected to survive such cancellation.

2. Captions are for convenient reference and do not constitute a part of this Agreement.

3. The failure by either Party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

4. This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States of America and of the State of Minnesota, without regard to Minnesota's choice of law provisions.

5. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

6. This Agreement sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force and effect except as supplemented or modified by this Agreement. In the event of any inconsistency or conflict between the terms of this Agreement and any other agreement between the parties, the terms of this Agreement govern.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. AGENCY:	2. STATE:
The AGENCY certifies that the appropriate persons have executed the Agreement on behalf of the AGENCY.	Person signing certifies that applicable procurement policies have been followed. Where Agreement and amendments exceed $50,000, signature of the State Court Administrator or Deputy is also required. Where Agreement and amendments exceeds $10,000 and is technology related, signature of Chief Information Officer/Information Technology Division Director is also required
By	By:
Title Chief of Police	Title: Second Judicial District Administrator
Date:	Date:
By	By NA
Title City Attorney	Title: Chief Information Officer
Date:	Date:
By	Funds have been encumbered for State: By Title: Date: Contract No.
Title Director, Finanicial Services	Approved as to form and execution for STATE By:
Date	Title: Senior Legal Counsel Date:

Appendix A
AGENCY Automated Citation Project
Statement of Work

1. Project Objective. The primary focus of this project is to define, develop and implement a citation system process to be used by the **AGENCY** for citation entry through an integration with STATE's ViBES system. The objectives of this project are to:

   a. Minimize data entry and redundancy for the STATE and obtain a higher quality of citation data being used by the STATE;

   b. Improve the citation entry process for the **AGENCY** by providing for electronic delivery of citations to the STATE.

2. Project Approach.

   a. General. The electronic citation process reflects current integration techniques and principles that are being implemented by the STATE and criminal justice agencies for the exchange of criminal justice data. The project uses the current **AGENCY** records management software and Brazos software and expands the capabilities so it can electronically transmit citation information to the STATE's ViBES system using MNCIS schema. The project approach in item 2.c. below specifies the scheduling of resources needed to implement and be within reasonable guidelines that can be easily applied to individual tasks.

   b. Acceptance Testing. The acceptance testing shall begin when the **AGENCY** certifies in writing to the STATE'S Authorized Representative that all necessary software and hardware have been installed and are ready for use. The delivery of citations from the **AGENCY** to the STATE in electronic format shall be deemed accepted when such citations are successfully delivered to the STATE for a period of five (5) consecutive business days. If during the applicable five-day period the STATE fails to provide the **AGENCY** with written notice that such citations were not delivered successfully, the delivery of citations from the **AGENCY** to the STATE in electronic format shall be deemed accepted.

   c. Project Deliverables: Acceptance testing shall begin no later than June 1, 2011, with final acceptance no later than June 30th, 2011.